

Luminos Lighting Limited

Standard Terms and Conditions of Business

The following Conditions comprise the standard terms of business of Luminos Lighting Ltd and all work undertaken by it shall be on these terms to the exclusion of any others unless specified in writing and signed by both parties. In accepting the Quotation and engaging the Company these Conditions shall be deemed to have been accepted and shall together comprise a Contract between the Parties

1. Definitions

'the Customer' The business for which the Quotation has been prepared

'the Company' **Luminos Lighting Ltd** company number 7228288 including where applicable its agents or sub-contractors acting on behalf of the Company

'the Conditions' The provisions set out below which shall constitute the terms of the contract between the parties

'the Goods' Any items manufactured or supplied by the Company in connection with the Services or otherwise supplied at the Customer's request

'the Price' Monies due to the Company from the Customer in payment for the Goods and/or Services

'the Purchase Order' the method by which the Customer accepts the Quotation for the Company to provide the Goods and/or Services

'the Quotation' The documents from the Company to the Customer setting out the Goods and/or Services offered by the Company to the Customer, including the Price

'the Services' The work to be undertaken by the Company pursuant to the Quotation

'the Site' the location to where delivery of the Goods is to be made or where installation or commissioning services are required (if different) or Services are to be provided, if any, are required

'the Variation' Any change, postponement, delay or amendment to the supply of the Goods and/or the Services as contained in the Quotation

'WEEE Regulations' the Waste Electrical and Electronic Equipment Regulations 2013 (and any change thereto)

'Working Day' means any day on which the company is usually open for business, bank and public holidays excepted.

2. Validity of Quotation

The Price for the Goods and/or Services contained in the Quotation remains valid for 60 days. The Company may withdraw or amend the Quotation at any time prior to Customer acceptance.

3. Commencement and completion

3.1 The contract between the Customer and the Company and provision of the Services will commence once the Customer has submitted a Purchase Order to the Company on the Company's Purchase Order form at which time the Company will allocate a Purchase Order Number ('PON') to the contract. Whilst the Company will endeavour to adhere to any delivery timescale as agreed in the Quotation (or any variation as agreed in writing), the Company will not be liable under any circumstances for any delays or loss howsoever caused by reason of any delay.

4. The Price

4.1 The Price payable for the Services shall be as set out in the Quotation and is subject to VAT at the prevailing rate in force from time to time

4.3 No price retentions shall apply unless stated otherwise in the Quotation

4.4 The Price may be varied by the Company if the Customer's requirements change, if delays occur or any extra costs are incurred as a result of site conditions, interruptions, or as a result of any other factors (without limitation) beyond the control of the Company

4.5 The Price is "ex-works" and excludes packaging, carriage, insurance and other costs which may be charged as extras at the Company's discretion.

5. Payments

5.1 The Customer will be required to make payments on account of the Price by the Company according to the stage payments schedule set out in the Quotation and which will be recorded by the issue of an invoice by the Company (including VAT as appropriate) by reference to the PON

5.2 A stage payment on account of the Price may be required before provision of the Services for a Customer's first order, for non-account holding Customers and for account holders who have previously defaulted on the Company's standard payment terms. Delay of such payment may compromise provision of the Services and/or despatch times of the Goods

5.3 Payment of any invoice is due within 30 days of the invoice date and is to be made by direct transfer to the account as designated by the Company from time to time and may include payment the account of any factor or other agent designated by the Company from time to time

5.4 Late payments shall attract interest at the rate of 2% above Bank of England base rate per month for the period by which the payment is late, measured as days over 30 from the date the invoice was raised.

5.5 The Company reserves the right to not supply software, keys, instruction books, manuals, final connections or commissioning certificates until the Price has been paid in full or if there is any concern regarding any stage or final payment.

6. Cancellation

6.1 This contract may not be cancelled by the Customer after accepting the Quotation without the Company's written consent

6.2 The Customer shall indemnify the Company for all costs and expenses, including the costs of materials and all work in progress, occasioned by such cancellation

6.3 Any part of the Goods which were specifically ordered or made for the contract shall be paid for in full

6.4 Any stage payments which fell due before the issue by the Company of its consent under 6.1 but which were unpaid at that date shall remain payable

6.5 No monies paid prior to notice of cancellation shall be refunded

6.6 In addition the Company shall be entitled to reasonable compensation for loss of profits and any direct losses incurred following cancellation.

7. Returns/Refunds

7.1 Return of Goods supplied (unless defective) will not be accepted unless previously agreed in writing by the Company.

7.2 Where goods are returned under 7.1 above no refunds will be due or credit granted with full payment remaining due under the contract unless previously agreed in writing by the Company; any refund or credit given will be subject to a deduction of a restocking cost of 20% plus parts and labour.

8. Title

8.1 Title in the Goods shall remain in the Company and only pass to the Customer when payment of the Price has been made in full. The Customer shall permit the Company to repossess its Goods from the Customers' premises at any time prior thereto or in the event that the Goods are at the premises of a third party the Customer (at its cost) shall if so requested by the Company remove the Goods from such premises and return them to the Company forthwith.

9. The Company's responsibilities

9.1 The Company agrees to carry out the work according to the Quotation following a written Purchase Order from the Customer

9.2 The Company agrees to exercise all reasonable skill and care in the provision of the Goods and/or Services in accordance with the terms of the Quotation.

10. The Customer's responsibilities

10.1 The Customer will raise a Purchase Order against the Quotation

10.2 The Customer agrees to pay the Company the charges, fees and expenses in accordance with the Quotation

10.3 The Customer agrees to pay for any agreed Variation to the Quotation

10.4 The Customer agrees to supply any goods, specifications or other services as necessary under the terms of the Contract

10.5 The Customer will ensure that access to the Site is available to the Company at all reasonable times if required and as may be more particularly stated in the Quotation

10.6 The Customer must rely on its own skill and judgement in relation to accepting the Goods and Services provided by the Company

11. Exclusions

Unless otherwise stated in writing in the Quotation, the following works are not included as 'Goods and Services':

11.1 Any building or electrical work

11.2 Training or O&M manuals

11.3 Any other aspects related to the supply of the Services which are judged by the Company in its discretion to be reasonable exclusions.

12. Liability of the Company for Loss or Damage

12.1 The Company shall not in any circumstances be under any liability to the Customer for any defect or unsuitability for any purpose of the Goods and/or the Services nor for any consequential loss, damage, or other claim howsoever arising or for any other liability so far as may be permitted by law

12.2 The total of the Company's liabilities arising under or in connection with this contract and for any subsequent phase of the work shall be limited to making good at its own expense any defects in the Goods and Services provided and shall be limited to the Price

12.3 The Company accepts no liability whatsoever (so far as may be permitted by law) in respect of third party claims or for consequential loss or damage of any kind; the Customer shall indemnify the Company against third party claims for any such loss howsoever arising from the supply of Goods and/or the Service unless such loss shall have been caused by faulty materials or workmanship supplied by the Company and/or by its negligence

13. Insurance

13.1 The Company and Customer both warrant that they hold sufficient and relevant insurance for liabilities in respect of damage to goods, persons or property occasioned by their negligence and/or breach of this contract and shall keep such insurance in force for not less than 6 years after its completion.

14. Variations and Alterations in the Price

14.1 In the event of the Site, schedules, specification, and criteria being changed by agreement between the parties the Company retains the right to make additional charges to the Customer to cover, for instance and without limitation accommodation, subsistence, transportation, labour and other such miscellaneous costs.

14.2 Additional services requested by the Customer and not included in the Quotation will be invoiced by the Company as carried out and paid for by the Customer within 30 days of the invoice date.

15. Accelerated works

15.1 Should it be necessary in the opinion of the Company to meet deadlines or timescales occasioned by delays outside the control of the Company, then the Company shall endeavour to meet such timescales but reserves the right to charge for any additional costs including overtime and weekend working. Such additional work shall be considered a Variation under the Contract which does not need the written agreement of the parties.

16. Specifications

16.1 Any Specifications, designs and drawings or other documents referring to the standard of preparation of the Goods and/or the Services shall be agreed by both parties before commencement of the work. The Customer shall be solely responsible for the accuracy of same supplied by it or its agents to the Company and in conformity with which the Company is to supply the Services, notwithstanding that the Company may have examined, inspected or commented upon such specifications, designs, drawings and other such information.

16.2 All drawings any specifications issued by the Company are copyright to it and may not be copied, reproduced or communicated to any third party without the Company's written consent.

16.3 The Company will endeavour to supply the Services to the agreed specifications but reserves the right to modify or otherwise alter to the nearest equivalent standards should circumstances and/or a change in the law dictate.

16.4 Any performance figures quoted or referred to in any specification or documents used in preparing the Quotation are estimates only based on assumed conditions in an acceptable environment and proper use of the equipment and materials by trained operators.

17. Force Majeure

17.1 Whilst every effort will be made by the Company to carry out the Services, its full performance is subject to variation or cancellation by the Company without notice consequent on Act of God, War, Strikes, Riots, Fire, Floods, Theft, Vandalism, or any other cause beyond the reasonable control of the Company without liability for loss or damage.

18. Warranties

18.1 The Company warrants that it will work to generally accepted industry standards in the provision of Goods and/or the Services of the contracted type and will use staff competent to carry out the work, including subcontractors

18.2 All goods are supplied on a 'return to base at end-users cost' save that where any goods are returned to the Company under a successful warranty claim such costs will fall to the Company's account.

18.3 The Company shall repair any defects, exchange or replace at its discretion, any Goods should material faults occur in the Goods within 12 months after any dispatch note date always provided that full payment of the Price has been received by its due date.

18.4 This warranty shall not apply if the defect is the result of accident, neglect or misuse of the Goods by the Customer, its employees or agents or a third party or is a risk against which the Customer can insure.

18.5 Consumable items are not covered by any Warranty. These include inter alia lens parts which may discolour over time, batteries which will have a life determined by usage and environment, inks and other such items.

18.6 Where the Goods include Emergency Lighting no warranty under this clause 18 shall apply unless the Emergency Lighting is the subject of a maintenance contract between the Customer and the Company (or other party authorised by it) with records of all service work being maintained and made available for inspection by the Company on demand.

19. Intellectual property

19.1 The Quotation is the property of the Company and has been specifically prepared on the Customer's behalf. It was tendered on the express understanding that its contents are copyright and that the ideas and proposals expressed in it are and remain, the intellectual property of the Company, whether or not it is accepted. No information contained in the Quotation should be divulged by the Customer to any third party without the prior written consent of the Company, save for the purpose of obtaining professional legal advice on the same.

20. Confidentiality

20.1 Each party shall treat as confidential all information which is confidential to the other; both parties will keep confidential each other's business information to which they may have access as a result of this contract.

21. Termination by the Company

The Company may terminate this Contract by giving seven days' notice to the Customer in writing in the following circumstances:

21.1 If the Customer shall fail to provide, if requested, a satisfactory bank reference or should the Company discover that the Customer is not credit worthy sufficient for the value of the Goods and/or the Services being provided

21.2 If the Customer is in arrears for a period in excess of twenty eight days after any stage payment has become due

21.3 If the Customer commits any material breach of the Contract where such a breach is incapable of remedy

21.4 If the Customer becomes insolvent or enters into an administration or liquidation process (whether voluntary or compulsory) or otherwise ceases to trade in the normal course of its business. If the Customer enters into administration or voluntary or compulsory liquidation, this Contract will be deemed to automatically terminate on day prior to the liquidation resolution or order

22. Termination by the Customer

22. The Customer may terminate this Contract by giving seven days' notice in writing to the Company in the following circumstances.

22.1 The Company is in material breach of any terms of the Contract which in the case of a breach capable of remedy is not remedied by the Company within 30 days of receipt by it of a notice from the Customer specifying the breach complained of and requiring its remedy.

22.2 The Company becomes insolvent or enters into an administration or liquidation process (whether voluntary or compulsory) or otherwise ceases to trade in the normal course of its business; if the Customer enters into administration or voluntary or compulsory liquidation, this Contract will be deemed to automatically terminate on day prior to the liquidation resolution or order.

23. Other Conditions

23.1 Storage: The Company reserves the right to charge for storage of Goods and associated costs should the Customer not be able to take delivery on the agreed date

23.2 Non Poaching: For the term of this agreement and for a period of six months thereafter both parties (either directly or via an agent) agree not to approach, solicit, seek out, or by any other means endeavour to entice any employee away from the other. The parties agree that damages may not be an adequate remedy for any breach of this clause and an aggrieved party may be entitled to a court order to enforce compliance or to stop any breach of it, actual or threatened.

24. Distance Selling Regulations

If the Distance Selling Regulations 2000 (or any change or amendment thereto) apply to this contract then the time limits for cancellation are as follows,

24.1

For Goods:

Seven working days after the day on which the Customer receives the Goods

24.2

For Services:

Seven working days from the day after the contract was concluded

25. WEEE Regulations Compliance -

Non-household Electrical and Electronic Equipment contracts only
25.1 The Customer is responsible for all liabilities regarding the disposal of any products to which the WEEE Regulation apply whenever discarded.

25.2 The Company may at its discretion offer a 'take back' facility when the Services include the supply of a new product; this may incur a disposal charge.

26. Contract and Laws

26.1 Once a Purchase Order from the Customer is accepted by the Company a contract will exist and will comprise of these Terms and the Quotation which taken together shall constitute the entire Agreement between the Parties and will supersede any previous understandings, commitments, agreements, representations whatsoever whether written or oral and may not be amended except as herein provided with any written consent signed by a duly authorised representative of each of the parties hereto

26.2 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of English and Wales.