

# MaxiLED Lighting Limited

## Conditions of Sale

### 1. Definition

"The Seller" means MaxiLED Lighting Limited.

"The Purchaser" means the person, firm or company to be supplied with the Goods by the Seller.

"Goods" means the goods, materials and/or other items described in the order or quotation to which these conditions relate.

"The Contract" means the contract of sale and purchase of Goods made between the Seller and the Purchaser to which the conditions shall apply.

### 2. General

All orders are accepted and executed on the understanding that the Purchaser is bound by these Conditions of Sale. Where there is any inconsistency between these Condition of Sale and any condition, which the Purchaser seeks to impose these Conditions of sale, shall prevail.

### 3. Sales Literature

The Company does not guarantee the accuracy of photographs, pictures, drawings or descriptions on the sales literature issued by the company.

### 4. Quotations

Quotations by the Seller shall not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to acceptance of the Purchaser's order. Unless stated quotations are valid for only 30 days.

### 5. Prices

The prices payable for the Goods shall be those charged by the Seller at the time of despatch. The Seller shall have the right to alteration without notice and at any time to revise quoted prices to take account of increases in costs including costs of acquisition and of carriage.

### 6. Payment

Payment of invoices shall be made at the time stated on the invoice or for customers with approved credit accounts within 30 days of the invoice date. If no payment period is specified. The company reserve the right to seek full or part payment for special equipment in advance of manufacture.

### 7. Delivery

a. Delivery dates mentioned in any quotation or acceptance form or elsewhere are approximate only and are not of any contractual effect. The Seller shall not be under any liability to the Purchaser in respect of any delay in delivery howsoever arising.

b. In the event of the Purchaser failing to accept any delivery of the Goods in accordance with the Contract, the Seller shall be entitled at his option either to deliver and invoice the Purchaser for the balance of the goods then remaining undelivered or to suspend or cancel further deliveries under the Contract.

c. Owing to the bulky nature of many of the products and our limited storage facilities, it is necessary for customers to take delivery of goods when they are ready. Failure to accept despatch / collection from us within 7 days of our notification that goods are available would result in us operating storage charges to the Purchaser at the standard warehousing rate applicable at the time, this would also be operational if we are waiting for any payment from the Buyer before the release of the Goods.

d. The Seller shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall pay all costs of such storage and of any additional costs of carriage incurred as a result of such refusal or failure.

e. Unless the goods are to be delivered by the Seller's own transport or by a carrier on behalf of the Seller, the Goods shall be deemed to have been delivered and risk to have passed to the Purchaser upon their transfer to the carrier named by the Purchaser or (in case of delivery "ex-works") upon the Seller notifying the Purchaser that the Goods are available for collection.

f. In the case of the Contract or any order involving more than one delivery if default is made in payment on the due date the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

g. Complaints for damage in transit should be made in writing to the Seller within 3 days of receipt of Goods. In the case of non-delivery of Goods complaints must be made in writing to the Seller within 7 days of despatch ( within the U.K.)

### 8. Return of Goods

Under no circumstances may Goods supplied by the Seller to the Purchaser be returned without the Purchaser having first applied for and obtained the written consent of the Seller.

### 9. Title

a. Any monies received by the Purchaser in whole or part for the Goods supplied, must be held in trust by them for payment to MaxiLED Lighting Limited until such Goods are paid for in full, or the Seller may repossess the Goods concerned and any costs therein charged to the Purchaser. Title to the Goods shall pass to the Purchaser upon payment in full of the invoice price.

b. If payment by the Buyer under this contract becomes overdue in whole or part, or if the Purchaser shall commit any other breach of this contract or any act of insolvency (as hereinafter defined), the Seller shall be entitled (without prejudice to any of its other rights) to treat the contract as discharged, and to repossess the goods, and to enter upon any premises where the Goods may be situated for that purpose.

c. Any receiver or liquidator appointed over the assets of the Purchaser shall pay into a separate bank account any sums received from third parties in respect of sales to them for the Goods up to the amount of indebtedness of the Purchaser to the Seller under this contract.

### 10. Specifications by the Purchaser

The Purchaser shall indemnify and keep indemnified the Seller against all claims, costs, damages and expenses incurred by or for which the Seller may become liable as a result of carrying out any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser involving any infringement of any intellectual property right vested in another person, firm or company.

### 11. Liability

a. The Seller shall not be liable for any defect in the quality nature or condition of the Goods nor the failure of the Goods to comply with any specification unless a claim in writing shall have been lodged with the Seller by the Purchaser within seven days of delivery.

b. In the event of any defect or failure as aforesaid the Seller shall make good the defect or failure and/or as appropriate replace free of charge any Goods found to be defective by reason of faulty material or workmanship provided that as a condition thereof the Seller may require the Goods concerned to be returned to the Seller's works carriage paid within one month of discovery of defect.

c. The Purchaser is at liberty to use the Goods as he sees fit. Such operations being outside the control of the Seller he cannot assume responsibility for the performance of the Goods once installed and it is for the Purchaser to satisfy himself as to the suitability of the Goods. Without prejudice to the foregoing paragraphs of this condition all conditions or warranties implied by statute common law or otherwise as to the quality or fitness for the purpose of the Goods are excluded. Furthermore, the Seller shall be under no liability to the Purchaser for any loss, damage or injury direct or indirect resulting from defective materials, faulty workmanship or otherwise howsoever arising out of the Contract and whether or not caused by the negligence of the Seller, his servants or agents.

d. Any information or recommendations by the Seller in relation to the Goods is given in good faith but the Seller shall not be liable to the Purchaser in respect of any loss or damage arising therefrom howsoever caused.

### 12. Licences and Consents

If any licences or consents of any Government or other authority shall be required for the purchase or importation of Goods by the Purchaser the Purchaser shall obtain the same at its own expense and if necessary or so required produce evidence of the same to the Seller on demand.

### 13. Liability

The Seller shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the Seller being hindered, prevented or delayed in the manufacture or supply of the Goods or their delivery by normal route or means of delivery by reason of any act of God, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Seller.

### 14. Governing Law

The Contract shall be governed by and constructed and interpreted in accordance with the Laws of England and for the purpose of settlement of any dispute arising out of or in connection with the Contract the parties hereby submit themselves to the jurisdiction of the English Courts.