



Terms & Conditions of Trade

Revised December 2018

TERMS & CONDITIONS

1. DEFINITIONS

In this Agreement the following words shall have the following meanings:

- 1.1 'Buyer' means the person, firm or Company who purchases Goods from the Company;
- 1.2 'Company' means Inspired Lighting Ltd a company registered in England and Wales with company number 05684570 and registered address at Sefton Street, Heywood, UK, OL10 2JF.
- 1.3 'Contract' means the Contract between the Buyer and the Company for the sale and purchase of the Goods which the Buyer agrees to buy from the Seller.
- 1.4 'Goods' means the Goods (including any instalment of the Goods or any parts for them) which the Company is to supply in accordance with these Conditions.
- 1.5 'Non Lighting Goods' means any non-lighting Goods, including (but not limited to) mirrors and furniture, which the Buyer agrees to buy from the Seller.
- 1.6 'Conditions' Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.7 'Third Party Delivery' means the process whereby the Company delivers the Goods on the Buyers behalf to a third party nominated by the Buyer.
- 1.8 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF CONTRACT

- 2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with these Conditions, which shall govern the Contract to the exclusion of any other terms and Conditions which the Buyer purports to apply under any purchase order, specification or other document.
- 2.2 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in writing by a director of the Company including any terms or conditions communicated by the Buyer accompanying, or attached to, an order or any other correspondence. In entering into the Contract the Buyer acknowledges that it does not rely on any representations which are not so confirmed.
- 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.4 Goods supplied may vary in detail from the illustrations, drawings, measurements and descriptions set out in the Company's sales literature, which are approximate and for guidance only and will not form part of the Contract. Colour finishes will be maintained as accurately as possible but matching cannot be guaranteed. All terminology used in the Company's sales literature is, subject to these Conditions, and they shall not form part of the Contract or any other contract between the Company and the Buyer for the sale of Goods.
- 2.5 The Company reserves the right to vary the terms of these Conditions. The varied conditions will come into force 30 days after the earlier of:
 - 2.5.1 written notice (by email, post or otherwise) to the Buyer of the varied conditions; and
 - 2.5.2 the varied conditions being uploaded and published on the Company's Web Portal www.inspired-lighting.co.uk

3. ORDERS

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative or (if earlier) the Company delivers the Goods to the Buyer.
- 3.2 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall identify the Company in full against all loss (including, without limitation, loss of profit). Costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of such cancellation.
- 3.4 No Goods may be returned to the Company without the Company's prior written consent and must be returned in their original packaging to ensure no damage is sustained during transit. The Buyer shall be liable for the cost of returning the Goods and for any damage to the Goods prior to receipt by the Company of such returned Goods.

4. PRICE OF THE GOODS

- 4.1 Unless otherwise agreed by the Company, the price of the Goods shall be the price listed in the Company's published price list current at the date of dispatch of the Goods.
- 4.2 All prices quoted by the Company's sales representatives shall be subject to verification by the Company's Head Office, unless otherwise agreed in writing between the Buyer and the Company, all prices are given by the Company on an ex-works basis.
- 4.3 Whilst every endeavour will be made to deliver at the prices quoted, the Company reserves the right by giving notice to the Buyer at any time before dispatch to increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 4.3.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, Materials and other manufacturing costs);
 - 4.3.2 any request by the Buyer to change the delivery date(s), quantities or types of goods ordered; or
 - 4.3.3 any delay caused by any instructions of the Buyer to give the Company adequate or accurate information or instructions.
- 4.4 The price of the Goods is exclusive of any applicable VAT and any other taxes or levy which shall be charged in addition at a rate in force at the date of invoice.

5. TERMS OF PAYMENT

- 5.1 The Buyer shall pay the price of the Goods before the end of the month following the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.
- 5.2 The time of payment of the price of the Goods shall be of the essence of the Contract, no payment shall be deemed to have been received until the Company has received cleared funds.
- 5.3 All payments payable to the Company under the Contract (whether or not then due and payable) shall become due immediately upon termination of the Contract notwithstanding any other provision.
- 5.4 The Buyer shall make all payments due under the Contract without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 5.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- 5.5.1 suspend or discontinue any further deliveries of the Goods under any Contract without notice to the Buyer until payment has been received.
- 5.5.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the company)5.5.3 as the Company may think fit (notwithstanding any purported appropriation by the Buyer), charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis from the due date for payment until payment in full is made or claim interest from the Buyer under the Late Payment of Commercial Debts (interest) Act 1988 and Recover from the Buyer the price of any Goods delivered to the Buyer notwithstanding that the payment for such Goods has not yet become due.
- 5.5.4 all costs, charges and expenses incurred by the Company in recovering any debt due by the Buyer shall be paid by the Buyer on a full indemnity basis.
- 5.6 The Company reserves the right:
 - 5.6.1 in respect of any new Buyer, to request that such Buyer supplies two trade references to the Company;
 - 5.6.2 to raise a pro-forma invoice in respect of any order and the Buyer acknowledges that such Goods will only be delivered when the Company has received payment in full and cleared funds;
 - 5.6.3 to refuse credit terms to the Buyer for any reason.

6. DELIVERY & THIRD PARTY DELIVERY

- 6.1 Delivery of the Goods shall be made, either by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place and where the Company agrees to deliver the Goods otherwise than at the Buyer's premises, the Buyer shall be liable to pay the Company's charges for transport and packaging.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. The Company shall not be liable to the Buyer for compensation or damages for delayed or any consequential loss of any kind whatsoever for any delay in delivery of the Goods, however caused. For the avoidance of doubt, this clause also applies to any Third Party Delivery.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect to any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Company, the Company may:
 - 6.4.1 store the Goods until actual delivery and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance)
 - 6.4.2 sell the Goods at the best price readily obtained and charge the Buyer for any shortfall below the price under the Contract.
- 6.5 Where the Company agrees to provide Third Party Delivery, the following terms will apply to the Contract in addition to the above Conditions;
 - 6.5.1 If the Buyer wants the Company to provide Third Party Delivery then it must request this when submitting its order and supply sufficient information about the third party so that if the Seller agrees to provide Third Party Delivery, it will be able to do so.
 - 6.5.2 Provision of Third Party Delivery is at the sole discretion of the Company and subject to such additional charges as the Company may in its discretion and on a case by case determine.
 - 6.5.3 Dates and times given by the Company to the Buyer for Third Party Delivery are for guidance only and clause 6.2 applies to all Third Party Delivery.
 - 6.5.4 The Contract shall remain strictly between the Company and the Buyer. The Company shall have no liability, duties or obligations to any third party and no third parties shall have any rights under these Conditions. The Buyer shall sell Goods to its customers subject to terms and conditions which make clear that all contractual claims arising out of the sale of Goods to its customer shall be brought against the Buyer.
 - 6.5.5 For the avoidance of doubt, the terms of clause 8 of these Conditions shall still apply to all Contracts where the Seller provides Third Party Delivery. It is the Buyer's responsibility to subsequently transfer risk and title in the Goods to any third party.
 - 6.5.6 The Seller reserves the right (at any time and for any reason) to withdraw the provision of Third Party Delivery without incurring any liability to the Buyer or any other party.

7. CARRIAGE

- 7.1 The Company operates a scale of charges for carriage based on point of delivery. Different charges for carriage and different minimum order values to avoid carriage charges apply to different delivery locations and types of Goods. The Company reserves the right to change these charges and minimum order values from time to time which at time of print currently stands at free for delivery within the UK mainland on orders over £250 nett. Where the order is under £250 nett of VAT, carriage and packing will be payable in full by the Buyer.
- 7.2 The Company reserves the right to charge an overnight fee per carton in respect of overnight orders for Goods for delivery on the next working day provided always the Buyer has confirmed the availability of this service with the sales office before 12.00 noon. The Company reserves the right to charge additional carriage in the event that the Buyer requests delivery to an address which is not the usual address registered for the Buyer for delivery.
- 7.3 The Buyer should be aware that separate carriage charges are payable for Non Lighting Goods. This schedule of charges is available on request from the Company's Sales office.

8. TITLE, RISK & PROPERTY

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
 - 8.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company tenders delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds all sums (including costs and interest) due to it in respect of;
 - 8.2.1 the Goods, and
 - 8.2.2 all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall:
 - 8.3.1 hold the Goods as the Company's fiduciary agent and bailee;
 - 8.3.2 keep the Goods separate from those of the Buyer and third parties;
 - 8.3.3 keep the Goods properly stored, protected and insured and identified as the Company's property.
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provide the Goods are still in existence and have been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and

repossess the Goods; and

8.4.1 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

8.5 Notwithstanding that the Goods (or any part of them) remain the property of the Company the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property passes from the Company the entire proceeds of sale of otherwise of the Goods shall be held in trust for the Company and shall be held in a separate designated account and not mingled with other moneys or paid into any overdrawn bank account and shall be at all times identifiable as the Company's money.

8.6 The Company may maintain an action for the price for any Goods not withstanding that property in them has not passed to the Buyer.

8.7 Following delivery, the goods shall remain the sole and absolute property of the company until all debts owed by the Buyer to the Company (whether part-paid, secured or otherwise) are settled. If the Goods are not checked by the Buyer on receipt, they must be signed for "unexamined or unchecked"

9. WARRANTIES & LIABILITY

9.1 Subject to the other provisions of these Conditions, the Company warrants that the Goods will upon delivery be of satisfactory quality within the meaning of the Sale of Goods Act 1994.

9.2 Glass breakages and shortages must be notified in writing within three days of receipt, otherwise responsibility cannot be accepted. Damaged goods must be notified in writing within 10 days of receipt. The seller's liability shall be limited to, at the seller's option, replacing the goods or refunding the price of the goods. Under no circumstances shall the liability of the seller exceed the price of the goods.

9.3 Replacements for damaged goods will be charged and credit issued on the return of the damaged goods to the seller in the original packaging. The seller will not accept returned goods without prior written agreement. Goods returned without such prior agreement will not be credited by the seller who will not be liable for any costs involved. Any goods returned without prior written authorisation or once tested is found not to be faulty, will be subject to a handling and testing charge of 20% and must be in perfect condition and original packaging, otherwise they may at the option of the seller be returned for which an additional carriage charge may be made.

9.4 The above warranty does not extend to Goods or parts or materials not manufactured by the Company, in respect of which the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given by the manufacturer to the Company.

9.5 The Company will not assure responsibility for corrosion or any other resulting damage to the Goods where they are installed in areas in which fertilizers or salt are present, either in the air or in the soil, or where the Goods are installed near to chemical plants, etc. with emissions of heavily polluted air.

9.6 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or a shortage of Goods shall (whether or not delivery is refused by the Buyer) be notified to the Company and (if the defect is a result of damage or loss in transit) the carrier of Goods within three days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure, if delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.7 The Company shall not be liable for a breach of the warranty in clause 9.1 if the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, use or maintenance of the Goods or (if there are none) good trade practice or if the Buyer alters or repairs the Goods or makes any further use of the Goods without the written consent of the Company. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Buyer.

9.8 The Company shall not be liable for non-delivery of Goods unless written notice is given to the Company's invoice. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within reasonable time of issuing a credit note at the pro rata Contract.

9.9 All warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

9.10 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent representation.

9.11 Subject to Conditions 9.7 and 9.8;

9.11.1 the Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation restitution or otherwise, arising in connection with performance or contemplated performance of the Contract shall be limited to the price of the Goods; and

9.11.2 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depreciation of goodwill or otherwise). Costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9.12 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay of failure was due to any cause beyond the Company's reasonable control including, but without prejudice to the generality of the foregoing, acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, strikes, lock outs or other industrial actions or trade disputed (whether involving employees of the Company or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery

10. INSOLVENCY OF THE BUYER

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary agreement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatened to cease, to carry on business; or

10.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; and

10.2.1 If this clause applies then, without prejudice to other provisions contained in these Conditions or any right or remedy available to the Company, the Company shall be entitled to repossess any Goods previously supplied to the Buyer by the Company under any Contract between

parties from six years of the date contained herein or from when the Company became aware this clause may apply, whichever is the later, regardless of whether or not title or property has passed from the Company to Buyer.

11. FORCE MAJEURE

The Company shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of the Company which by its nature could not have been foreseen by the Company or, if it could have been foreseen, was unavoidable. For the purposes of this clause this will include, but is not limited to, an act of God, war, strikes, lockouts or other industrial action, difficulties in obtaining labour or parts, government or other restrictions or regulations or other event beyond reasonable control of the Company.

12. EXPORT TERMS

12.1 Where the Goods are supplied for export from the United Kingdom, the Conditions of this clause 10 shall (subject to any special terms agreed in writing between the Buyer and the Company) apply not withstanding any other provisions of these Conditions.

12.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. Payment of all amounts due to the Company shall be made as agreed in writing by the Buyer and the Company before delivery and in the absence of such agreement payment shall be made pro forma.

13. INTELLECTUAL PROPERTY RIGHTS AND REPRODUCTION OF IMAGES

13.1 During the marketing of Goods purchased from the Company the Buyer shall have the right to use the trademarks and registered designs as the Company may direct but only to the extent required to market the Goods and, in any event, subject to the controls and conditions as may be laid down by the Company from time to time.

13.2 The Buyer shall ensure that it;

13.2.1 provides a facility for potential customers to raise questions (technical or otherwise) relating to the Goods with the Buyer; and

13.2.2 is competent to answer any such questions raised by a customer and give guidance as to the suitability of the Goods to the customer's requirements; and

13.3.3 provides a manned telephone number for customer contact and a full business postal address.

13.3 The Company expressly prohibits the Buyer from, and the Buyer acknowledges and agrees that it has no right to, and nothing in these conditions shall be interpreted so as to grant a right to, use, copy, download, modify, adapt or utilise in any capacity whatsoever the logos, trademarks, pictures, images, data, and related text of the Company ("the Images") without the advance written approval of the Company in the prescribed form as further set out in 13.4.

13.4 The Buyer may only apply to the Company for rights of use in respect of images using a Web Access Application Form provided by the Company. No permission to use any such images shall be effective until such time as the Company signs the Web Access Application Form to confirm its approval subject to the conditions set out in the Web Access Application Form. Notwithstanding the foregoing, Buyers who trade with the Company on a pro-forma basis ("Pro Forma Customers") acknowledge and agree that they have no right to use, copy, download, modify, adapt, or utilise in any capacity whatsoever in the Images. The Company shall not grant any rights of use whatsoever in the Images to any customer that is for the time being a Pro Forma Customer.

13.5 The Buyer shall use all reasonable endeavours to ensure that the use of the Images, or any advertising or promotion carried out by the Buyer in relation to the Goods, does not misrepresent or prejudice the image, reputation or good standing of the Company.

13.6 The Buyer shall in particular not combine the Images or Brand Name with advertising which in the opinion of the Company has a negative impact upon the Company's Brands and/or reputation.

13.7 The Buyer shall not advertise, promote, sell or otherwise make available the Goods on any third party website without the prior written consent of the Company.

13.8 The Buyer shall not modify or issue the Images to any third party without the express consent of the Company.

13.9 The Company shall warrant that at all times during the marketing of the Goods (which have been purchased from the Company) indemnify the Buyer against any actions, claims, costs, demands and expenses of the Buyer in relation to any claim or purported claim of any person or company in England and Wales in respect of any breach of an intellectual property right caused by use of the trademarks and registered designs in England and Wales.

13.10 Where specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) have been provided by the Company the copyright, design right or other intellectual property in them shall remain the property of the Company.

13.11 The Buyer shall notify the Company promptly every time it comes to its notice that similar goods (including the copyright, design right or other intellectual property in them) to which the Company is the registered proprietor or which make up the Goods in this contract are marketed in England and Wales.

13.12 The Company may, in its absolute discretion and at any time update, amend, replace or withdraw any permission granted for the use of the images.

14. GENERAL

14.1 All disputes arising out of or in connection with the contract shall be governed by English law and subject to the exclusive jurisdiction of the courts of England.

14.2 The contract and the rights granted under the conditions shall not be assigned by the buyer without the prior written consent of the Company. Any assignment or purported assignment by the buyer shall be wholly void and ineffective unless made in conformity with this condition.

14.3 Any notices must be in writing and may be delivered by hand, first class post, special delivery post, fax or email, addressed to the recipient at its registered office or to any other address, fax number or email address as notified in writing to the sender by the other party.

14.4 No term of this contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this contract.

14.5 The buyer shall keep confidential any information they may acquire about the Company and shall not use the information for any purpose other than to perform its obligations under this contract and will ensure that its officers and employees comply with the provisions of this clause.

14.6 If any clause or sub-clause of the Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the clause or sub-clause shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract (or in the case of severance of a sub-clause, without modifying the remaining provisions of the clause), and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract (or in the case of severance of a sub-clause, the validity or enforcement of the clause).

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