

**LED CONTROLS LTD**  
**CONDITIONS OF SALE**  
(REVISED JULY 2007)

**1. Interpretation**

In these conditions:

Customer: Shall mean the Customer whose particulars appear on the paperwork.  
Seller: Shall mean LED Controls Ltd.  
Goods: Shall mean any Goods (or instalment or part thereof) howsoever ordered by the Customer from the seller.

**2. Basis of Sale**

These conditions of Sale together with such conditions as are to be implied by law form the entire agreement between the Customer and Seller and may only be varied in writing by an officer of the Seller. Any alleged verbal representations or collateral contracts shall be of no effect unless complying with the requirements of this clause.

**3. Price of Goods**

Prices quoted are exclusive of VAT, carriage and installation, and remain valid for a period of 14 days.

**4. Payment**

1. Prospective customers wishing to open a credit account should apply to the Company enclosing full details of address, two trade references and the name of the banker. Until the opening of an account has been confirmed by the company in writing goods will only be supplied on a pro-forma basis.
2. Time of payment shall be of the essence. A Customer in whose favour a Credit Account has been opened must pay for the Goods on the last day of the month following date of invoice ("the due date") or to any alternative terms agreed.
3. Where payment is not made by the due date, regardless of its other remedies, the Seller shall be entitled to charge interest. Interest will be calculated as per the "Late payments of Commercial Debts Regulations 2002" and any amendments to said legislation.
4. The Seller shall be entitled in its absolute discretion to withdraw credit at any time and refrain from delivering the Goods until such time as the Buyer tenders the purchase money to the Seller together with any outstanding amounts which may be due to the Seller on any account whatsoever.
5. If any payment is dishonoured or countermanded by the Customer, the Seller shall have the right to charge to Customer a £25.00 administration fee.

**5. Delivery**

1. Any delivery date quoted is in good faith, and shall not amount to any contractual obligation. The Seller shall not be responsible for any delay in delivery of the Goods howsoever caused. Time of delivery shall not be of the essence.
2. If the goods have been specially brought in the Company reserves the right to pass on any carriage charge made by its supplier.
3. The Seller shall be entitled to make delivery by instalments and to invoice the Customer separately for each instalment.
4. Any failure by the Customer to accept delivery (save upon such grounds for rejection as are specified in the law relating to the Sale of Goods) shall be deemed to be a breach of contract.

**6. Risk and Title to the Goods**

1. The Goods are at the risk of the Customer from the time of delivery.
2. Ownership of the Goods shall not pass to the Customer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 2.1. the Goods; and
  - 2.2. all other sums which are or which become due to the Seller from the Customer on any account.
3. Until ownership of the Goods has passed to the Customer, the customer must:
  - 3.1. hold the Goods on a fiduciary basis as the Seller's bailee;
  - 3.2. store the Goods (at no cost to the Seller) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property;
  - 3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 3.4. maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the customer shall produce the policy of insurance to the Seller; and
  - 3.5. hold the proceeds of the Insurance referred to in condition 6.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
4. The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
  - 4.1. any sale shall be affected in the ordinary course of the Customer's business at full market value and the Customer shall hold such part of the proceeds of sales as represents the amount owed by the Customer to the Seller on behalf of the Seller and the Customer shall account to the Seller accordingly; and
  - 4.2. any such sale should be a sale of the Seller's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

5. The Customer's right to use, sell, or have possession of the goods shall terminate immediately if:
  - 5.1. the customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being into force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer;
  - 5.2. the Customer suffers or allows any execution, sequestration, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under these Conditions or any other contract between the Seller and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; and/or
  - 5.3. the Customer encumbers or in any way charges any of the Goods.
6. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.
7. The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

**7. Warranties and Liability and Non-Return**

1. In addition to all warranties implied by Statute, the Seller warrants that the goods shall correspond with the written specification (if any) at the time of delivery, and will be free from materials and workmanship for a period of 12 months from delivery, provided that:
  2. the seller shall be under no liability for any defect arising from any drawing, design, specification or stipulation of the Customer;
  3. the Seller shall be under no liability in respect of any defect or lack of performance arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions, or misuse, alternation or repair of the Goods without the Seller's approval;
  4. if the Goods are not of the Seller's manufacture, but ordered for the Customer from a 3<sup>rd</sup> party, the warranty shall be that manufacturer's warranty or such warranty as is implied by law, whichever shall be longest;
  5. the Seller shall be under no liability if the full purchase price for the goods has not been paid for by the due date.
2. Any claim by the Customer arising from a patent defect in the Goods shall be notified to the Seller in writing within 7 days of delivery. Any claim arising from a latent defect shall be made within 14 days of the defect becoming apparent.
3. Where the Seller accepts a claim made by the Customer in respect of the Goods, the Customer's right shall be to a full or partial refund or replacement, at the Seller's option, in no circumstances shall the Seller have any further liability, save nothing herein contained shall exclude any liability on the Seller for death or personal injury arising from the negligence of its employees or agents. In no other circumstances will the Seller be responsible for any consequential losses arising from the Goods or their delivery or late delivery.
4. The Customer is responsible for ensuring that the Goods are suitable for the purpose for which it intends to use them. The Seller's representatives do not offer advice on the use to which Goods are to be put.
5. Any article that has been supplied to special requirements cannot be accepted by the Company for return under any circumstances and in other instances a re-stocking charge will be imposed.

**8. Force Majeure**

The Company shall not be liable for its failure to perform any contract if such failure arises from any of the following: War, Civil Disturbance, Fire, Strikes, Lock-out, Flood and Parliamentary Statutes or other rules issued by any Government Department any other cause similarly beyond the Company's control.

**9. Health and Safety at Work Act 1974**

All goods are sold on the express understanding that customers are aware of the requirements and provisions of the above Act. The company take every care to ensure that goods offered for sale comply with the above Act when properly used and will not accept any liability in the event of misuse by customers.

**10. Termination/Suspension**

Without prejudice to any other right or remedy, the Seller shall be entitled to suspend forthwith further performance and/or terminate contractual relations with the Customer if the Customer is in breach of any of these Conditions.

**11. General**

1. If any term of these Conditions prove illegal or unenforceable in whole or part, such term shall be deemed excised from these conditions without effect upon the validity of the remainder of these Conditions.
2. These Conditions and the contract between the Customer and Seller shall be governed by the laws of England, and the English Courts shall have exclusive jurisdiction.