

Lucent Lighting Ltd

Terms and Conditions

CONDITIONS OF SALE

The following conditions apply to and are deemed to be incorporated in all contracts for the sale and the supply of the Company's services, equipment, products and materials unless the contrary is expressly and specifically agreed in writing by the Company. They expressly exclude any terms and conditions proffered by the Customer.

The details provided on our website and/or printed literature were correct at the time of publication and are for information purposes only – they do not form an obligation on behalf of Lucent.

Lucent will not be held liable for any discrepancies between the illustrations or descriptions given and the actual products. Output data figures stated are typical values, and are subject to change.

Lucent reserve the right to make changes to products without prior notice and at any time.

All orders will be carried out in accordance with the relevant versions of our Terms and Conditions of Sale, which will be provided at point of sale and available below:

DEFINITIONS.

In the Terms and Conditions below, the following terms shall have the following meanings:

"Lucent" means Lucent Lighting Ltd.

"Lucent Products" mean any:

- 1) Lucent ProSpex[®] luminaire.
- 2) Lamp, transformer, ballast, LED module, control gear and/or driver approved and supplied by Lucent.
- 3) Products sold, distributed or marketed by Lucent .

"Customer" means the purchaser of any Lucent Products as described above.

1. QUOTATIONS

Unless otherwise stated a quotation is open for acceptance within a period of 30 days from the date thereof.

2. PRICE

- a) The price(s) quoted exclude VAT (unless otherwise stated). VAT will be charge, where applicable, will be charged at the prevailing rate applicable at the time of delivery.
- b) The prices quoted excludes delivery (unless otherwise stated).
- c) Unless stated otherwise, the price(s) quoted to the customer is an illustrative estimate only and the price(s) charged will be our price current at the time of delivery.
- d) Rates of tax and duties on the goods will be those applicable at the time of delivery.
- e) At any time before delivery Lucent may adjust the prices to reflect any increase in our costs of supplying the goods.
- f) In the event of variations or suspensions of work by the customer's instructions or lack thereof, the contract price shall be adjusted to reflect any costs involved. Where a unit price has been quoted and the Customer requires a smaller quantity to be delivered than quoted, the company reserves the right to adjust the rates applicable.
- g) Where it is necessary to dispatch goods in crates, cases, pallets, stillage's or other such packaging, a charge will be made for this.

3. ACCEPTANCE

An order or the acceptance of a quotation must be accompanied by sufficient information to enable the Company to proceed with the order forthwith and thereafter any modifications must be agreed in writing. When ordering goods the reference numbers should be quoted in all cases where such are given in the Company's published literature. If a special quotation

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has been made, the quotation reference should be stated. All telephone and telegraphic orders should be confirmed by a special order or letter. All communications relating to orders should specify the number and date of the order, description of the goods and catalogue reference number.

4. LIMITS OF CONTRACT

- a) A quotation includes only such goods and work as are specified therein.
- b) The Customer shall not transfer his rights to any third party without the Company's written consent.
- c) The Company will make every endeavour to execute all orders at price ruling at the time of acceptance but reserves the right to alter prices to those ruling at the time of delivery in the event of any increase in the cost of materials, labour or transport or any other increase in costs of any nature whether or not of the same nature as the foregoing.

5. ADDITIONAL EXPENSE

Should the Company incur additional expense not provided for in the quotation owing to the suspension of the work on the Customer's instructions or owing to any other circumstances whatsoever for which the Company is not responsible, such additional expense shall be added to the price quoted and be paid for by the Customer accordingly.

6. DRAWINGS AND TECHNICAL SPECIFICATIONS

All descriptive and technical specifications, drawings, catalogues, illustrations and particulars of weight, and dimensions submitted with a quotation are approximate only and none of these shall form part of the contract. After receipt of any order adequate drawings will be supplied where necessary to enable the Customer to prepare foundations and arrange for the supply of services. Drawings and technical specifications supplied by the Company are confidential and the Customer shall not communicate these or the contents thereof to third parties without the written consent of the Company.

7. DESPATCH

The Company will use its best endeavours to despatch or complete within the time stated, which will run from receipt by the Company of a written order to proceed and of all the information, and drawings necessary to enable the Company to put the work in hand but shall not incur any liability on failure to do so.

8. DELIVERY AND PASSING OF PROPERTY (TITLE)

- a) When delivery or collection of goods is made by the Company or carrier beyond the entrance to the Customer's premises, the Customer shall accept all responsibility for an indemnify the Company against all damage to property or injury to persons occurring for whatsoever cause on such premises unless caused by the negligence of the Company or its servants or the carrier of his servants. It shall be the responsibility of the Customer to provide adequate labour for the loading and unloading of all goods at this premises.
- b) Retention of Title. Goods shall remain the property of the Company until the whole of the contract price has been paid but after delivery the Customer shall be responsible for and shall indemnify the Company against all loss or of damage to the goods from whatsoever cause occurring.

9. LOSS OR DAMAGE IN TRANSIT

- a) No responsibility will be accepted for any discrepancy in the quantity of goods or damages thereto in transit unless notified to the Company in writing within 3 days of delivery. Goods damaged during transit must be kept within the packing for inspection.
 - b) The Company must be notified forthwith if delivery within the United Kingdom is not effected within 10 days from the date of the advice or despatch note.
- In the case of export order the Company must be informed within a period of 2 weeks if goods have not been delivered or have not arrived at the point of destination in accordance with the advice given by the Company.

10. FAILURE OF SUPPLIES

If for any reason whatsoever the Company fails to supply or deliver the Customer's requirements, the Customer shall not have any claim for damages against the Company.

11. RESTRICTION ON EXPORT

Due to licensing and other contractual arrangements with third parties affecting certain of the Company's products, goods shall not be exported from the country in which they were first delivered without the consent of the Company which will not be unreasonably withheld.

12. DELAYED DELIVERY.

If by reason of instructions or lack of instructions from the Customer despatch in accordance with the contract is delayed for 21 days after the Customer has been notified that the goods are ready for despatch the risk of loss or damage to the goods shall pass to the Customer who will take delivery thereof or arrange for their storage.

For the purposes of Clause 14 (Terms of Payment) the goods shall thereupon be deemed to have been delivered. If and for so long as the Company's storage facilities permit the Company may store the goods, and the Customer shall pay a reasonable charge for the storage. The Customer will be invoiced for the goods in storage as if they had been delivered to site 21 days after the contracted delivery date .

Late payment interest charges become liable as per clause 13(c)

13. PACKING

Where packing cases, crates, drums and other containers are charged extra, credit will be given in full if these are returned carriage paid and in good condition within 2 months provided the Company receives prior advice of the return of such material and the advice note states the quantity, means of transportation and all other relevant information.

14. TERMS OF PAYMENT

- a) Where no other terms of payment have been specified, the Company's terms of payment are net cash, payment in full to be made within the month following the month of the invoice. No discount or allowance will be made unless specifically stated by the Company.
- b) In the event of a Customer failing to comply with the Company's terms of payment the Company reserves the right to discontinue forthwith the provision to the Customer of any further goods or service whatsoever.
- c) Late payment. The Company reserves their statutory right to charge interest for late payment at the Bank of England base rate plus 8%. If no agreed payment terms are in place the default period is 30 days after date of invoice

15. REPLACEMENT AND SERVICES

- a) The Company's liability in respect of good supplied for any loss, injury or damage attributable to any defect in or failure of such goods shall be limited to making good by replacement or repair at the option of the Company, defects which under proper use appear therein within 12 calendar months (or such other period as may be specified) after the original goods shall have first been despatched by the Company which arise solely from faulty design, materials or workmanship provided that the Company shall so require all such defective goods shall be promptly returned to the Company's works, carriage paid, in lieu of the said right for repair or replacement, the Company shall have the option to take back the said defective goods and refund the purchase price. When the Company accepts responsibility to repair or replace the goods or to refund the price. The Company will state what portion of carriage costs it will pay or refund. Provided further that if the goods found to be defective during the aforesaid period of 12 months have been repaired or worked upon by any person other than the Company then the Company's obligations herein cease forthwith.
- b) In the case of goods not of the Company's manufacture, the Customer shall be entitled only to such benefits as the Company may have received under any guarantees given in respect thereof.

- c) Any figures for performance of the Company's goods are based upon the Company's experience and are such as the Company expects to obtain by proper use.
- d) The Company accepts responsibility for all written technical advice given by its officers or servants and for which a charge is made. Technical advice made available to customers without charge is given with all reasonable care but without responsibility on the part of the Company. In the absence of any special arrangements to the contrary it is the Customer's responsibility to ensure that the nature, capacity and performance of the goods ordered by him are sufficient and suitable for his purposes.
- e) The Customer shall accept the provisions contained in paragraphs a), b), c) and d), hereof in lieu of any warranty, condition or liability imposed by the common law, or by statute and liability to the Customer for every form of direct or consequential loss or damage suffered by the Customer or any third party is hereby expressly excluded.
- f) The Company shall not accept returns of custom or non-standard products manufactured.

16. PATENTS

- a) The company endeavours not to offer for sale goods which infringe known and valid patents but shall be liable, and no claim shall be made against it by the Customer for any damage or loss of profits arising from infringement of any patent or registered design or from any proceedings or threatened proceedings in respect of infringement of any patent or registered design by any use or sale of the goods the subject of the contract. Any condition or warrant implied under the Sales of Goods Act 1893 or otherwise is limited accordingly.
- b) Where the Company provide advice to the Customer in matters of technique or supplied goods for carrying a technique into effect the tendering of such advice or the supply of such goods carries no guarantee that such technique is free from patent restrictions, nor can the Company accept any liability arising from infringement or alleged infringement of patent as a result of the Customer following the advice tendered by the Company or using such goods.

17. STATUTORY OBLIGATIONS

The Company will offer every co-operation in observing safe working conditions but the responsibility for the observance of the requirements of the Factories Act 1961 (and any amendment or re-enactment thereof) and all other obligations the performance of which is necessary to comply with the Law of the country where the goods are serviced, installed or used rest with the Customer who shall indemnify the Company against all claims arising under the said Act or by reason of non-compliance with any of the said obligations and against all costs and expenses arising from any such claim.

18. CHANGE OF SPECIFICATION AND MANUFACTURE

It is the policy of Lucent and its suppliers to continually review and improve its products and therefore Lucent reserve the right to change any details of product or withdraw specifications without prior notice.

Luminaires are designed to comply with EN60598 and all other relevant Standards.

19. INTELLECTUAL PROPERTY

All intellectual property rights pertaining to the products are owned by or licensed to Lucent. We reserve our right to take whatever action is necessary to protect those intellectual property rights.

20. TERMINATION FOR BREACH OF CUSTOMER

If the Customer shall commit any breach of any term or condition of any contract for the sale and supply of the Company's equipment, materials and service, the Company shall have the right by notice in writing to terminate the contract at once notwithstanding any previous waiver of this right. The Company may by notice in writing cancel the contract forthwith if the Customer becomes bankrupt or makes any composition for the benefit of creditors or being a Company, goes into liquidation either voluntarily or compulsory. Any termination or cancellation shall be without prejudice to any rights of either party arising prior to the date thereof.

21 .RETURN OF GOODS

Goods delivered against a written confirmed order will not be accepted for return, nor any credit given, without prior written consent of Lucent and unless the Goods are returned in accordance with any applicable Lucent's return procedure. Any costs incurred by Lucent in handling or disposing of the Goods will be borne by Customer.

A handling charge may be levied depending on the reason for return. This level of handling charge is at the discretion of Lucent Lighting .

22. INSTALLATION

Unless otherwise stated, installation is not included in the Company's quotation but arrangements may be made at extra cost for the requisite skilled supervision of the installation or complete responsibility for installation. In such cases the Customer shall allow the Company suitable access to and possession of the site and shall, at his own expense provide proper foundations ready to receive equipment as and when delivered, adequate craneage, lifting tackle and scaffolding and all labour and facilities required for unloading, handling and installing the goods.

23. LABOUR USED IN CONNECTION WITH THE CONTRACT

Any person engaged at the point of delivery on work in connection with the Contract other than employees of the Company shall be deemed to be the servants or agents of the Customer.

24. INSPECTION AND TESTS

Any inspection of the goods by the Customer or his representative shall be made at the Company's works or where otherwise nominated by the Company. If special tests in the presence of the Customer or his representative are required these must be made at the Company's works or where required by the Company and will be charged for extra. In the event of any delay on the part of the Customer or his representative in attending such tests after having received seven days' notice that the Company is ready, the tests may proceed and shall then be deemed to have been made in the presence of the Customer or of his representative.

25. CATALOGUES, WEBSITE INFORMATION AND SPECIFICATION SHEETS

While the Company takes every precaution in the preparation of catalogues, technical circulars, price lists, illustrations and other advertising matter, including information on the company's website, including specification sheets, these are an indication only of the type of goods offered and no particulars contained therein shall be binding on the Company.

26. EMPLOYEES' LIABILITY

In making these conditions the Company does so both for itself and for and on behalf of every employee, servant or agent of the Company and the existence of a Contract for the sale or supply of equipment, materials or services shall be conclusive evidence of the agreements of the Customer that in the event of any loss or damage of any nature suffered by the Customer by reason of the negligence or defaults of any employee, servant or agent of the Company, any exemption of liability of the Company by these Conditions shall extend to every such employee, servant or agent.

27. ARBITRATION

In case of any dispute or difference arising between the Company and the Customer as to the construction of any contract for the sale and supply of the Company's equipment materials and services or the rights, duties or obligations of either party thereunder or any matter arising out of or concerning the same every such dispute of matter in difference shall be referred to a single arbitrator or if they cannot agree upon a single arbitrator, to some person appointed by the President for the time being of the Institution of Mechanical Engineers in London and in either case, in accordance with and subject to the provisions of the Arbitration Act, 1950, or any statutory modification or re-enactment for the time being in force.

28. LEGAL CONSTRUCTION

These Conditions, and any contract following thereon, shall be governed by and construed in accordance with English Law.

29. SPECIAL EXPORT CONDITIONS

In the case of export, the following conditions apply in lieu of or in addition to the appropriate conditions above as the case may be.

a) Delivery and Payment

Terms for delivery and payment shall be arranged with the Customer and in default of arrangement the price quoted for delivery ex-works, payment to be made when goods are ready for collection at the Company's works.

b) Packing

All packing cases, crates and other containers except where otherwise stated, are non-returnable.

c) Import and Export Licences

The contract shall be subject to the procurement by the Customer at his own expense of any import licence required for the imports of the goods in the country to which the Goods are to be despatched from the United Kingdom. The contract shall also be subject to the procurement by the Company at its own expense of any export licence required for the export of the goods from the United Kingdom provided that where the order is placed from an address in the United Kingdom, the Customer shall be responsible at his own expense for the procurement of such a licence.