

THEISCRAFT LIMITED TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS

1. Definitions

"Company": Theiscraft Limited (a company registered in England and Wales under Company No. 08807374).

"Conditions": these terms and conditions.

"Contract": the contract between the Company and the Customer for the supply of Products, consisting of the Order Confirmation, these Conditions and the Specification (if any).

"Customer": any person, company, firm or organisation that enters into a Contract.

"Event of Insolvency": a party suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially all of its business; has a receiver, administrator or similar officer appointed in relation to it or goes into liquidation; is unable to pay its debts as they fall due or undergoes anything similar because of debt.

"Order": a Customer's order to purchase Products (whether in a purchase order, by a Customer's written acceptance of the Company's quotation or otherwise).

"Order Confirmation": as defined in clause 2.3.

"Premises": 16 Riverside Industrial Park, Dogflud Way, Farnham, Surrey GU9 7UG.

"Products": those goods and/or Services (as applicable) which are the subject of a Contract.

"Services": the services provided by the Company to the Customer pursuant to the Contract.

"Specification": any written description of the Products which has been accepted by the Company.

2. Basis of the Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that are implied or which the Customer seeks to impose or incorporate (unless agreed in writing in accordance with clause 12.7).

2.2 The Order is an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer must ensure that any Order it submits is complete and accurate.

2.3 A Contract between the Company and the Customer shall only come into existence (and the Order shall only be deemed to be accepted) if and when the Company issues a written (including email) confirmation of the Order ("**Order Confirmation**") or (if earlier) when the Company delivers the Products pursuant to the Order.

2.4 A Company's quotation shall not constitute an offer which is capable of acceptance and will only be valid for the period stated (or, if none is stated, for 30 days from the date of quotation).

2.5 Any sample, descriptive matter, online content or advertising shall not form part of the Contract or have any contractual force.

2.6 The Company may correct any typographical, clerical or other error or omission in any sales literature, quotation, price list or other document or information issued by it without liability.

2.7 The Company may, without liability, make any changes to the Products which it believes are required to conform with any legal, statutory or regulatory requirements.

3. Price and Payment

3.1 The price for the Products is the price set out in the Contract.

3.2 All prices and charges are stated exclusive of VAT and any other applicable taxes or duties.

3.3 All prices and charges shall be due within 30 days of the date of the invoice unless the Company has agreed in writing with the Customer to extend additional credit to the Customer.

3.4 The Company's payment terms for supplier invoices received are 30 days end of month.

3.5 If the Customer fails to make payment on the due date then the Company may: (a) cancel the Contract; (b) suspend the delivery of any further Products to the Customer; and (c) charge daily accrued interest on sums more than 7 days overdue at a rate of 8% per annum above the Bank of England's base rate from time to time. Interest shall accrue from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

3.6 The Company reserves the right to require the Customer to pay their account in full prior to the completion of the project.

4. Delivery and Acceptance

4.1 Delivery shall be made by the Company delivering the Products to the delivery address set out in the Contract. The Company shall supply any Services required by the Contract.

4.2 Any dates quoted for delivery of Products or for performance of Services are approximate. The Company will not be liable for any delay howsoever caused. The Company may reschedule its delivery dates without liability by written notice to the Customer. Time shall not be of the essence of delivery of Products or Services.

4.3 If the Customer fails to take delivery or give the Company adequate delivery instructions the Company may store the Products until actual delivery and charge the Customer for any reasonable costs (including insurance) of storage. In such circumstances delivery is deemed to occur when the Company notified the Customer that the Products were ready for collection.

4.4 The Company's records of the quantity of any consignment of Products delivered shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer proves otherwise. The Customer must notify the Company of any short delivery claims within 7 days of delivery.

4.5 The Company may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or damage or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.6 The Company shall not be liable for any non-delivery of the Products unless it is notified by the Customer within 7 days of the Customer's receipt of the invoice for such Products. Any liability of the Company for such non-delivery shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market.

available, less the Contract price. The Company will not be liable for any delay or failure to deliver the Products if this results from the Customer's failure to provide the Company with adequate delivery instructions or from any other fault of the Customer.

5 Returns

5.1 Products may not be returned without the written consent of the Company. The Company may charge a handling charge being a percentage of the price of the Products (exclusive of VAT) on any Products accepted for return, such charge to be paid by the Customer on demand.

5.2 The Customer shall bear all costs of returning the Products to the Company. Products are returned at the Customer's risk and any repairs undertaken by the Company in respect of damage caused in transit during their return will be charged to the Customer. All returned Products must be accompanied by the original packing note together with details of the reason for return.

5.3 Any Products in which title has passed to the Customer and which are returned to the Company shall become the property of the Company on their receipt.

6. Title and Risk

6.1 Title to the Products shall pass to the Customer on full payment of the Products and of any other sums due and payable by the Customer at that time.

6.2 The Company shall be entitled to recover the price and any other sums due even though title in the Products has not passed to the Customer.

6.3 Until title to the Products passes to the Customer, the Customer shall: (a) hold the Products on a fiduciary basis as the Company's bailee; (b) store the Products separately from all other Products held by the Customer so that they remain readily identifiable as the Company's property; (c) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Products; (d) maintain the Products in a satisfactory condition on the Company's behalf; (e) keep the Products insured against all risks for the full Contract price from the date of delivery and hold the proceeds of any insurance claim for the Products on trust for the company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account; (f) notify the Company immediately if it becomes subject to any Event of Insolvency and in these circumstances, shall give the Company reasonable information relating to the Products as the Company may request.

6.4 The Customer may resell the Products on its own account in the ordinary course of its business but must hold the proceeds of sale on trust for the Company and account to the Company for such proceeds until payment has been received by the Company in full.

6.5 If the Customer suffers or undergoes an Event of Insolvency before title to the Products passes to the Customer then (unless the Products have been resold or irrevocably incorporated into another product), the Company may require the Customer to deliver up the Products. If the Customer fails to do so promptly, the Company may enter any premises of the Customer or of any third party where the Products are stored in order to recover them. The Customer grants the Company and its authorised representatives a full, irrevocable licence to enter any such premises for such purposes. The Customer will indemnify the Company in respect of any loss or damage or deterioration to the Products resulting from any such action.

6.6 The Customer shall not pledge or in any way charge any of the Products which remain the property of the Company. If the Customer does so, all money owing by the Customer to the Company shall become due and payable immediately.

6.7 Risk in Products passes to the Customer on completion of delivery.

7. Warranty

7.1 The Company warrants that goods supplied as part of the Products will, in all material respects:

(a) correspond with their Specification (if any) at the time of delivery; and

(b) be free from defects in material and workmanship for a period of 12 months from the date of delivery. This warranty does not apply to any defects in components of Products, in respect of which the Company will (so far as is reasonably practicable and at the Customer's request) assign to the Customer the benefit of any warranty given to it by the manufacturer of such components.

7.2 The Company warrants to the Customer that the Services shall be delivered with reasonable skill and care.

7.3 Except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), the warranties contained in clause 7.1 and clause 7.2 are given in place of all warranties, conditions and other terms (whether express or implied by statute, common law, course of dealing or otherwise) which are excluded to the fullest extent permitted by law.

7.4 The Company shall at its option repair or replace any defective goods supplied as part of the Products provided that, before expiry of the warranty period set out in clause 7.1(b): (a) the Company receives written notice from the Customer of any alleged defects; and (b) the Products are returned by the Customer to the Premises.

7.5 The Company shall redeliver repaired or replaced goods originally supplied as part of the Products free of charge to the original point of delivery. Repaired or replaced goods supplied as part of the Products are subject to these Conditions; However for any repaired goods supplied as part of the Products, the 12 month period referred to in clause 7.1(b) shall be replaced by the unexpired period of the warranty.

7.6 The Services may include provision of designs, suggested lighting solutions or advice relating to lighting solutions. The Company exercises reasonable care and skill in provision of its Services. However, the Customer acknowledges that it is ultimately responsible for its choice of designs and lighting solutions; any reliance it places on advice given by the Company; and ensuring that the Products and Services are suitable for its purposes (and in particular for suitability with any building or infrastructure in relation to which the Customer uses the Products or Services). The Company gives no warranties in this regard. Further, the warranties given to the Customer under the Contract are not transferable.

8. Liability

8.1 The Company does not limit or exclude its liability for: (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the

Sale of Goods Act 1979; or (d) any other matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

8.2 Subject to clause 8.1, the Company shall not in any circumstances be liable to the Customer, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any: (a) direct or indirect loss of revenue, goodwill, profit, business opportunity or anticipated savings; or (b) any indirect, consequential, special or punitive loss, damage, costs or expenses arising under or in connection with the Contract.

8.3 The Company shall have no liability for (a): defects in the Products resulting from (i) parts, materials, or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any warranty that is given by the manufacturer to the Company; (ii) fair wear and tear, improper or inadequate installation, use or maintenance, accidental or wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse, modification or repair of the Products by unauthorised third parties or the Customer; and/or (iii) any incorrect instructions, designs or information provided by the Customer; or (b) for acts or omissions by third parties, including the improper installation of Products.

8.4 Notwithstanding clauses 8.1 to 8.3 the Company shall not be liable for any warranty, condition or guarantee if the price has not been paid by the due date for payment.

8.5 Subject to clause 8.1, the Company's entire liability to the Customer shall not exceed the price of the Contract.

8.6 Once the Contract is formed, the Customer has no right to cancel the Contract. The Customer may only cancel the Contract with the Company's agreement and (in any event) the Customer shall indemnify and hold the Company harmless for any loss suffered by the Company as a result of such cancellation, subject to a maximum of the total price of the cancelled Contract ("**Cancellation Charges**"). The Company shall be entitled to invoice the Customer for such Cancellation Charges, which the Customer shall pay within 30 days.

9. Intellectual Property Rights

9.1 All intellectual property rights arising out of or in connection with the Products shall be owned by the Company. The Customer may only use the Company's intellectual property rights if the Company expressly permits. The Customer may make copies of any document the Company provides to it as part of any Services strictly to the extent necessary to use the relevant Services; provided that it has paid the Company for such Services and that it displays (and does not change) any copyright, confidentiality or other notices of the Company.

10. Termination

10.1 The Company may terminate the Contract without liability to the Customer with immediate effect by giving written notice to the Customer if: (a) the Customer suffers or undergoes an Event of Insolvency; or (b) the Customer commits a material breach of its obligations under this Contract and fails to remedy that breach within 14 days of receipt of notice in writing to do so.

10.2 On termination of the Contract for any reason: (a) the Customer shall immediately pay to the Company all outstanding unpaid invoices and interest due and, in respect of Products supplied for which no invoice has been submitted, the Company shall submit an invoice which shall be payable by the Customer immediately on receipt; (b) the accrued rights and remedies of the parties as at termination shall not be affected; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. Force Majeure

11.1 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract due to an event beyond its reasonable control

12. General

12.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not do any of the foregoing without the Company's prior written consent.

12.2 Any notice given to a party under the Contract shall be in writing, addressed to that party at its principal place of business and shall be delivered personally, sent by pre-paid first class post or recorded delivery. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant parties' address; if sent by pre-paid first class post or recorded / special delivery, at 9.00am on the second business day after posting. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 If any provision of the Contract (or part of any provision) is found to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.4 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

12.5 A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.6 Nothing in the Contract shall establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose.

12.7 Except as set out in these Conditions, any variation to the Contract, shall only be binding when agreed in writing and signed by a Director of the Company.

12.8 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

12.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

12.10 Commissioning. Attendance to site requires three weeks written notice and must be accompanied by a Purchase Order and comply with the 'Pre-commissioning' request document, details available on request. Commissioning time allowed as per our quotation is based on installation of lighting and lighting control equipment strictly as per details of Theiscraft drawings supplied. Any deviation from these drawings not communicated to Theiscraft prior to the commencement of commissioning may lead to additional costs / time for commissioning being incurred.

Terms & conditions issued September 2016. Subject to change without notice.