



# Illumino Ignis Ltd

LIGHTING & FIRE DESIGN, SUPPLY & SUPPORT

## Terms & Conditions

1. Interpretation
  - 1.1. In these Conditions the following definitions apply:
    - 'BUSINESS DAY' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
    - 'BUYER' means the person who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company.
    - 'COMPANY' means Illumino Ignis Ltd (registered in England under number 06251415) and whose registered office is at Illumino Ignis, Ignis House, Imperial Way, Eagle Business Park, Yaxley, PE7 3GP.
    - 'CONDITIONS' means the standard terms and condition of sale set out in this document (as amended from time to time) and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.
    - 'CONTRACT' means the contract between the Company and the Buyer for the purchase and sale of the Goods in accordance with these Conditions.
    - 'GOODS' means the goods (including any instalment of the goods of any part of them) which the Company is to supply in accordance with these Conditions.
    - 'ORDER' means the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of the Company's quotation, or overleaf, as the case may be.
    - 'SPECIFICATION' means any specification of the Goods, including any related plans and drawings that is agreed in writing by the Buyer and the Company.
    - 'WRITING' includes facsimile transmission, email and comparable means of communication.
  - 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - 1.3. A reference to a party includes its personal representatives, successors or permitted assigns.
  - 1.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  - 1.5. 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. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
  - 1.6. 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 any written quotation of the Company which is accepted by the Buyer, or any Order of the Buyer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions that the Buyer seeks to impose or incorporate or which are implied by trade custom, practice or course of dealing.
  - 2.2. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of its Order (and any applicable Specification) is complete and accurate.
  - 2.3. The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
  - 2.4. Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
  - 2.5. 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.
  - 2.6. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
  - 2.7. Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
  - 2.8. A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.
3. Order and specifications
  - 3.1. The Buyer shall be responsible to the Company 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.
  - 3.2. The quantity, quality and description of and any specification for the Goods shall be those set out in the Company's quotation (if accepted by the Buyer) or the Order (if accepted by the Company).
  - 3.3. If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against all loss, damage, costs and expenses awarded or incurred by the Company (on a full indemnity basis) in connection with or paid or agreed to be paid by the Company in settlement of any claim for actual or alleged infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Buyer's specification (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses). This clause 3.3 shall survive termination of the Contract.
  - 3.4. The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or regulatory requirements or, where the Goods are to be supplied to the Company's specifications, which do not materially affect their quality or performance.
  - 3.5. 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 indemnify the Company in full against all loss, cost (including the cost of all labour and materials used), damage, charges and expenses incurred by the Company as a result of cancellation. This clause 3.5 shall survive termination of the Contract.



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### 4. Price of the goods

- 4.1. The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Company without giving notice to the Buyer.
- 4.2. The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increases in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other cost of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 4.3. Except as otherwise stated under the terms of any quotation or in any price list of the Company, and unless otherwise agreed in Writing between the Buyer and the Company, all prices are given by the Company on an ex-works basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charges for transport, packaging and insurance.
- 4.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Company.
- 4.5. If the Buyer has a credit account with the Company and an Order exceeds the amount of any credit limited specified by the Company, the Buyer shall immediately pay to the Company such amount (in full and cleared funds) as shall be necessary to put the Buyer's account in credit, or such other amount as the Company may specify (in its absolute discretion).

### 5. Terms of Payment

- 5.1. Subject to any special terms agreed in Writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 5.2. The Buyer shall pay the price of the Goods within 30 days from end of month of 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. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3. 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:
  - 5.3.1. cancel the contract or suspend any further deliveries to the Buyer;
  - 5.3.2. appropriate any payments made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and
  - 5.3.3. charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per cent per annum above Lloyds TSB Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest), together with any reasonable legal or other fees incurred by the Company in the recovery of the debt.
- 5.4. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.
- 5.5. Time for payment is of the essence of the Contract.

### 6. Delivery

- 6.1. Delivery of the Goods shall be made 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 (**Delivery Location**).
- 6.2. If the Company has agreed to deliver the Goods to the Buyer, the cost of delivery shall be borne by the Buyer.
- 6.3. Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in Writing. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 6.4. The Company reserves the right to deliver the Goods in instalments and where the Goods are 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 of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5. If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.6. If the Buyer fails to take delivery of the Goods within three Business Days of the Company notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by something outside of the Buyer's reasonable control or the Company's failure to comply with its obligations under the Contract:
  - 6.6.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Buyer that the Goods were ready; and
  - 6.6.2. The Company shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 6.7. Any claim by the Buyer in respect of any alleged short delivery must be notified to the Company by notice in writing by the Buyer within 7 working days of delivery of the Goods. The Company will not accept any claim in respect of any alleged shortage of delivery notified after this time.
- 6.8. Delivery of the Goods shall be completed on the completion of loading of the Goods at the Delivery Location.
- 6.9. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.



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- 6.10. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.11. If 10 Business Days after the day on which the Company notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 6.12. The Buyer shall not be entitled to reject the Goods if the Company delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.
- 6.13. The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
7. Installation
- 7.1. The Buyer shall be responsible for preparing its premises is properly prepared for installation of the Goods by the Company (if applicable). The Buyer shall follow all instructions of the Company in relation to any such installation.
- 7.2. The Buyer must notify the Company of the location of electrical and other utility points and wires and of any other information which may impact or assist in the Company's installation of the Goods at the Buyer's premises.
- 7.3. Save in the case of damage to the Buyer's property as a result of the Company's negligence, the Company will not accept any responsibility for the installation of the Goods at the Buyer's premises or for failure or delay in installation caused or contributed to by the Company, its agents, officers and employees or the failure to comply with this clause.
8. Goods Returned
- 8.1. The Company will not accept any Goods returned unless agreed in advance with the Company. The Company will not accept debit notes and with the exception of Goods deemed to be defective and covered under warranty, reserve the right to return the Goods to the Buyer or make a 25% re-stocking charge after the goods have been accepted.
- 8.2. If the Buyer is contracting with a consumer, the Buyer shall be entitled to return the Goods to the Seller within 14 days of the date of purchase (in accordance with the Consumer Regulations 2014). The Buyer shall ensure that any goods refunded pursuant to this clause shall be returned in the original packaging.
- 8.3. These Conditions shall apply to any repaired or replacement Goods supplied by the Company. If the Buyer is a consumer, nothing in these Conditions shall affect any statutory rights of the Buyer.
9. Risk and Property
- 9.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 9.1.1. in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection; or
- 9.1.2. In the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, of the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 9.2. 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 payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 9.3. Title to the Goods shall not pass to the Buyer until:
- 9.3.1. the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 9.3.2. The Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 9.5.
- 9.4. Until title to the Goods has passed to the Buyer, the Buyer shall:
- 9.4.1. store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
- 9.4.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.4.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 9.4.4. notify the Company immediately if it becomes subject to any of the events listed in clause 9.3; and
- 9.4.5. Give the Company such information relating to the Goods as the Company may require from time to time.
- 9.5. Subject to clause 9.6, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- 9.5.1. it does so as principal and not as the Company's agent; and
- 9.5.2. Title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.
- 9.6. If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 12.2, then, without limiting any other right or remedy the Company may have:
- 9.6.1. the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately;
- 9.6.2. the Company may at any time:
- 9.6.2.1. require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 9.6.2.1.1. if the Buyer fails to do so promptly, the Company shall be entitled at any time to enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them, the Buyer shall be liable for all costs incurred by the Company as a result of it exercising its rights under this clause 9.6.



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10. Warranties and liability
- 10.1. Subject to the conditions set out below the Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.
- 10.2. Subject to clause 10.3, if:
- 10.2.1. the Buyer gives notice in writing to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.1;
- 10.2.2. the Company is given a reasonable opportunity of examining such Goods; and
- 10.2.3. the Buyer (if asked to do so by the Company) return such Goods to the Company's place of business at the Buyer's cost,
- 10.2.4. the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 10.3. The Company shall not be liable for Goods' failure to comply with the warranty in any of the following events:
- 10.3.1. the Buyer makes any further use of such Goods after giving notice in accordance with clause 10.2;
- 10.3.2. the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 10.3.3. the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;
- 10.3.4. the Buyer alters or repairs such Goods without the written consent of the Company;
- 10.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 10.3.6. the Goods differ from their description or any applicable specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4. Except as provided in this clause 10, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.
- 10.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.6. The above warranty is given to the Company subject to the following conditions:
- 10.6.1. the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment; and
- 10.6.2. the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- 10.7. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.8. 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 or their failure to meet specification 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, at the Company's sole discretion, 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.
- 10.9. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other terms, or any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 10.10. 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 or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the forgoing, the following shall be regarded as cause beyond the Company's reasonable control:
- 10.10.1. act of God, explosion, flood, tempest, fire or accident;
- 10.10.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 10.10.3. acts, restriction, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.10.4. import or export regulations or embargoes;
- 10.10.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 10.10.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery; or
- 10.10.7. power failure or breakdown in machinery.
- 10.11. Nothing in these Conditions shall limit or exclude the Company's liability for:
- 10.11.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 10.11.2. fraud or fraudulent misrepresentation;
- 10.11.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 10.11.4. defective products under the Consumer Protection Act 1987; or
- 10.11.5. any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 10.12. Subject to clause 10.11:
- 10.12.1. the Company shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.12.2. the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.



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- 10.13. Where access equipment is provided by the company, the buyer will be responsible for providing fully trained labour and ensure that daily/weekly safety checks are completed and that and defects are reported immediately. The buyer will accept all responsibility to any damage/s or loss of access equipment.
11. Force Majeure
- 11.1. The Company shall not be liable for any loss, damage or claims of any kind for non-performance in whole or part of its obligations under the Contract due to causes beyond control of either the Company, or of the Company's suppliers including, but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection or other act of civil disobedience, acts of the Buyer or a third party, failure or delay in transportation, acts of any government or any agency or subdivision thereof, government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood tempest or other acts of god, delay in delivery to the Company or the Company's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event, the Company may, without liability, cancel or vary the terms of the Contract including, but not limited to, extending the time for performing the Contract for a period of at least equal to the time lost by reason of such an event.
12. Insolvency of Buyer
- 12.1. This clause applies if:
- 12.1.1. the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 12.1.2. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 12.1.3. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- 12.1.4. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- 12.1.5. (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 12.1.6. a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 12.1.7. (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- 12.1.8. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 12.1.9. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.1 to clause 12.1.6 (inclusive);
- 12.1.10. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 12.1.11. the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 12.1.12. (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 12.2. If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate the Contract with immediate effect without any liability to the Buyer. 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.
- 12.3. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in clause 12.1.1 to clause 12.3, or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 12.4. On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 12.5. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 12.6. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
13. GENERAL
- 13.1. Assignment and other dealings.
- 13.1.1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.1.2. The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 13.2. Notices.
- 13.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in Writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.



# Illumino Ignis Ltd

LIGHTING & FIRE DESIGN, SUPPLY & SUPPORT

## Terms & Conditions

- 13.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 13.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.3. Severance.
- 13.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.3.2. If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4. Waiver.
- A waiver of any right or remedy under the Contract or law 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5. Third party rights.
- A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.6. Variation.
- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.
- 13.7. Governing law and Jurisdiction
- 13.8. 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 the law of England and Wales.
- 13.9. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
14. Confidentiality
- A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 13 shall survive termination of the Contract.
15. Waste Electrical & Electronic Equipment (WEEE) Regulations
- 15.1. The Buyer shall:
- 15.1.1. Be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:
- 15.1.1.1. All WEEE arising or deriving from the Products; and
- 15.1.1.2. All WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as that of such products;
- 15.1.2. Comply with all additional obligations placed upon the Buyer by the WEEE Regulations by virtue of the Buyer accepting the responsibility set out in Clause 15.1.1; and
- 15.1.3. Provide the Buyer's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by if as a result of the Company's membership of the operator's compliance scheme.
- 15.1.4. The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in Clause 15.1.1.