

# PLM ILLUMINATION LIMITED

## Terms and Conditions of Business

### 1. GENERAL

- a) Unless expressly agreed otherwise in writing by director of PLM ILLUMINATION LTD, the acceptance of orders shall be subject to these printed terms and conditions (hereinafter referred to as "conditions"). These conditions shall override any terms and conditions stipulated or referred to by the customer and any representations, statements, or warranties made or given by any employee or representative of PLM ILLUMINATION LTD and agreed to be fair and reasonable by the customer.
- b) No contract shall be concluded between the parties until accepted in writing by a director of PLM ILLUMINATION LTD.

### 2. DELIVERY

- a) Any dates given for the delivery of goods are estimates only, and PLM ILLUMINATION LTD shall not be liable for any loss or damage as a result of any delay, however caused, in the delivery of the goods, although every effort will be made to meet delivery dates.
- b) The only exception to 2a) above will exist if a written undertaking has been given by PLM ILLUMINATION LTD under an agreed penalty (as liquidated damages) for late delivery and the customer has suffered loss due to the delay by PLM ILLUMINATION LTD.
- c) If PLM ILLUMINATION LTD has agreed to arrange delivery of the goods, the mode of transportation shall be the sole discretion of PLM ILLUMINATION LTD.
- d) Written notification of any loss, damage or discrepancies in delivery of the goods must be received by PLM ILLUMINATION LTD within three days (72 hours) of delivery. PLM ILLUMINATION LTD will not accept any liability for any loss, damage or discrepancies in delivery of goods not reported within this period.

### 3. DAMAGE IN TRANSIT

- a) Where the price quoted includes delivery PLM ILLUMINATION LTD will repair or replace goods damaged in transit free of charge provided PLM ILLUMINATION LTD shall received written notification of such damage within three days of delivery, but not otherwise. The prices quoted to not include delivery unless specifically stated.
- b) Where the price quoted does not include delivery, the customer will be responsible for insuring the goods from the delivery to or collection by the carrier designated by the customer.

### 4. TERMS OF PAYMENT

- a) Unless the customer has an approved credit account with PLM ILLUMINATION LTD the price shall be paid before delivery.
- b) Where the customer has an approved credit account, unless other terms have been agreed, payment in respect of any goods will be due 30 days from the date of despatch.
- c) If any sum remains unpaid on the due date, the customer shall pay (without prejudice to any right or remedy of PLM ILLUMINATION LTD) to PLM ILLUMINATION LTD interest thereon at a rate of 2% per calendar month or part thereof from the due date payment is received by PLM ILLUMINATION LTD.
- d) Unless otherwise agreed, payment shall be made in sterling to PLM ILLUMINATION LTD's address. Translation of foreign currency to sterling shall be made at the exchange rate that prevails on the date of shipment.
- e) All payments are to be made promptly in accordance with the terms hereof and with no retention or set off on the part of the customer.

### 5. TITLE

The property in and end title to the goods will remain with PLM ILLUMINATION LTD until full payment of the price and all other sums has been received by PLM ILLUMINATION LTD, and shall not pass to the customer, who remains a Bailee thereof. If, nevertheless, the customer sells the goods on to a third party before the full amount due has been paid to PLM ILLUMINATION LTD the customer shall hold the proceeds of sale on trust for PLM ILLUMINATION LTD.

### 6. DRAWINGS, ILLUSTRATIONS

- a) All drawings or illustrations accompanying a quotation / acknowledgement of order must be regarded as approximate representations only and are not binding in detail unless stated to be so on the document. Errors and omissions are subject to correction.
- b) All drawings, illustrations, sketches or other visual representations remain the property of and the sole copyright of PLM ILLUMINATION LTD
- c) All lighting designs are provided in good faith and without charge. Every effort will be made by PLM ILLUMINATION LTD to provide accurate designs, however, this is reliant on the information provided by the customer and therefore PLM ILLUMINATION LTD will not accept any liability or consequential loss incurred by the customer.

### 7. WARRANTY

- a) If within twelve months of delivery any defect in the goods shall be discovered or arise under normal use attributable to faulty design, materials or workmanship PLM ILLUMINATION LTD will either repair the defective part or at their own option PLM ILLUMINATION LTD will supply free of charge a new part in the replacement thereof. *This is with exception products supplied from the company's UniLED range where a 24 month warranty is offered.*
- b) PLM ILLUMINATION LTD's responsibility is limited to the terms of the above warranty and PLM ILLUMINATION LTD will not be liable for any damages, contingent or resulting liability or any loss resulting from any breakdown, breakage or defect.
- c) The above warranty will not apply if the defect, breakdown or breakage has been caused by misuse, neglect or if the goods have been altered or from which identification numbers or marks have been altered or removed.
- d) Any goods alleged to be defective must be returned to PLM ILLUMINATION LTD carriage paid and clearly labelled with the customers name and address within 14 days of the discovery of the alleged defect.

e) The warranty shall not be transferred to anyone unless the written consent of PLM ILLUMINATION LTD has been obtained prior to each transfer.

f) Save as expressly provided in the conditions and written contract between the parties and except in the same of consumer sales (as defined by the Sale of Goods Act 1979 as amended) or in respect of death or personal injury caused by negligence of PLM ILLUMINATION LTD, PLM ILLUMINATION LTD shall not be liable to the customer and all warranties, conditions or other terms implied by statute or common law as to the quality of any goods or their fitness for purpose are hereby excluded to the fullest extent permit by law. Where the goods are sold under a consumer sale, the statutory rights of the customer are not affected by these conditions.

#### **8. BANKRUPTCY AND DEFAULT**

If a customer is in default in payment of any sums due to PLM ILLUMINATION LTD when due, whether or not in respect of the contract to which these terms and conditions relate, or shall enter into a deed of arrangement with, or compound with, his creditors, or if receiving order is made against such party (if a limited company an order for winding up is made), or a resolution for winding up is passed, or if a Receiver or Liquidator is appointed or otherwise, all sums due from the customer to PLM ILLUMINATION LTD shall be entitled, until payment has been received (without prejudice to any claims it may have), to suspend further deliveries of goods and may rescind this and every other contract between the customer and PLM ILLUMINATION LTD.

#### **9. JURISDICTION**

The contrast shall in all respects be interpreted in accordance with English law and be subject to the ruling of an English Court.

#### **10. HEADINGS**

Headings to these terms and conditions for reference purposes only and shall not form part of or affect the interpretation of these terms and conditions.

#### **11. QUOTATION AND VALIDITY**

a) Quotations remain valid for period of one calendar month only unless otherwise stated or previously withdrawn.

b) Parties hereto agree that these terms and conditions are fair and reasonable and have been individually considered by the parties.

c) If any one or more of these terms and conditions shall be held unreasonable then such clause or clauses shall be saveable and without prejudice to the remainder of these terms and conditions.

#### **12. WASTE ELECTRIC AND ELECTRONIC EQUIPMENT (WEEE)**

The responsibility for the disposal of equipment in accordance with the regulations at the time pass to the customer upon products being despatched from PLM ILLUMINATION LTD.

#### **13. CANCELLATION**

Order cancellations are subject to re-stocking charges which are 10% to 100% of the order value. Re-stocking charges are calculated on a deal by deal basis.