

- CONDITIONS OF SALE OF FAGERHULT LIGHTING LIMITED**
- 1. DEFINITIONS**
- In these Conditions, the following words shall have the following meanings:
- 1.1. the "Buyer" shall mean the person acquiring or agreeing to acquire the Goods from the Company;
 - 1.2. the "Company" shall mean Fagerhult Lighting Limited or its assignee or successor in title;
 - 1.3. the "Contract" shall mean the contract between the Buyer and the Company for the sale and purchase of the Goods in accordance with these Conditions;
 - 1.4. the "Goods" shall mean all or any of the products which are the subject of the Order;
 - 1.5. the "Order" shall mean the Buyer's order for the Goods as set out in the Buyer's written acceptance of the Quotation;
 - 1.6. the "Quotation" shall mean the Company's quotation to which these Conditions are appended;
 - 1.7. "WEEE" means waste electrical and electronic equipment as defined in the WEEE Regulations; and
 - 1.8. "WEEE Regulations" means The Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289).
- 2. CONDITIONS OF CONTRACT**
- 2.1. The Contract, and the sale and purchase of the Goods pursuant to, and the relationship between the Company and the Buyer in relation to, the Order, shall be exclusively governed by the Conditions and any documents referred to herein, which are hereby incorporated by reference, and of which the Buyer is deemed to have full knowledge.
 - 2.2. For the avoidance of doubt any other terms that the Buyer may seek to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing, shall be excluded and shall not apply to the Contract, and the Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document of the Buyer, including the Order, that is inconsistent with the Conditions.
 - 2.3. Unless otherwise agreed in writing by an authorised director of the Company, in no circumstances will the Company be bound by any purported addition to or other variation of the Conditions, whether orally or in writing by the Company or any employee of the Company. Moreover, all liability on the part of the Company is hereby expressly excluded in respect of any representation made by any employee or otherwise by or on behalf of the Company whether orally or in writing before or at the time the Contract is formed.
- 3. FORMATION OF CONTRACT**
- 3.1. Unless otherwise stated in writing by the Company the Quotation shall only be valid for a period of 60 days from its date of issue and may be withdrawn by the Company at any time prior to the end of such period by the Company giving notice of its withdrawal to the recipient. The Quotation shall not constitute an offer.
 - 3.2. The Order shall constitute an offer by the Buyer to purchase the Goods in accordance with these Conditions, provided that the Order must be in writing in order to be effective, and any Order purported to have been made orally shall only be effective at such time as it has been confirmed in writing. The Order shall be deemed to be accepted, and the Contract shall be formed, when the Company accepts the Order in writing.
- 4. PRICES**
- 4.1. The prices stated on the Quotation are the prices prevailing in respect of the Goods at the time of the Quotation. Unless otherwise stated such prices are inclusive of delivery charges (curb-side to a location on the UK mainland only, and excluding the costs of unloading) but exclusive of VAT and any other taxes, duties and levies that may apply.
 - 4.2. The Company may, by giving notice to the Buyer at any time before delivery, increase the prices of the Goods to reflect any increase in the cost of the Goods due to any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs), any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered or to vary any agreed call-off arrangement and/or any delay caused by any instructions of the Buyer or the Buyer's failure to give the Company adequate or accurate information or instructions.
- 5. ORDERS**
- 5.1. Without prejudice to Condition 3.2, if the Order is made orally, unless the written confirmation of the Order is clearly stated as being a confirmation, and provides details of the Order, the Company will accept no responsibility or liability for duplication of despatch and the Buyer shall accept and make full payment in respect of any such duplicated despatch.
 - 5.2. No purported cancellation or amendment of the Order shall be effective unless it is requested in writing by the Buyer and accepted in writing by the Company at the Company's sole discretion, and the Buyer shall pay all costs incurred by the Company by reason of and in connection with such cancellation or amendment, including any cancellation charges of the Company's suppliers and any transportation and storage costs incurred in relation to such cancellation or amendment.
- 6. DELIVERY**
- 6.1. All timescales provided for delivery or for collection, as the case may be, are given in good faith, but shall not be binding upon the Company, and for the avoidance of doubt time shall not be of the essence for the purposes of the Contract. The Company shall not be liable for any loss whatsoever or howsoever arising caused by the Company's late delivery or failure to make the Goods ready for collection on any date agreed.
 - 6.2. The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment. Payment for such instalments shall be in accordance with Conditions 4 and 16. No failure by

- the Company to deliver any one or more of such instalments in accordance with these Conditions, and no claim by the Buyer in respect of any one or more such instalments, shall entitle the Buyer to treat the Contract as repudiated or terminated, or to refuse to accept delivery of any further instalments or to cancel the Order save in accordance with Condition 5.
- 6.3. If the Buyer seeks to delay delivery or collection of the Goods (whether by requesting the Company to delay the date of delivery or collection, by failing to accept delivery of the Goods at the time that the Company attempts to deliver them, or by failing to collect the Goods on the date that the Company notifies the Buyer that they are ready for collection) then the Goods shall be deemed to have been delivered, and risk in the Goods shall pass to the Buyer, on the date and at the time that the Company notifies the Buyer that they are ready for delivery or collection, and the Buyer shall pay all costs incurred by the Company by reason of and in connection with such delay, including any transportation and storage costs incurred in relation to such cancellation or amendment, including without limitation the charges set out at <https://www.fagerhult.com/en-GB/About-Fagerhult/policies/>
 - 6.4. The Company shall not be required to make more than one attempt to deliver Goods or any instalment thereof. If the Buyer fails to accept a delivery on the first attempt the Company may subject to Condition 5.2 suspend any or all further deliveries of the Goods without thereby incurring liability to the Buyer and may in its discretion, at the Buyer's cost, choose to redeliver following receipt of an acceptable purchase order and/or store for such time as it sees fit and/or resell the Goods.
- 7. RISK AND TITLE**
- 7.1. Risk in the Goods shall subject to Condition 6.3 pass to the Buyer when the Goods are available for delivery to the Buyer at the point of delivery stated in the Contract, unless otherwise agreed by the parties in writing.
 - 7.2. Title to the Goods shall not pass from the Company to the Buyer unless and until the Company has received payment in full (in cash or cleared funds) in respect of the Goods and of all other sums which are or which become due to the Company from the Buyer in relation to the Contract.
 - 7.3. Until title in the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee, store the Goods (at no cost to the Company) separately from all other goods and in such a way to enable them to be identified as the property of the Company; and keep the Goods fully insured to their full market value.
 - 7.4. If any one or more of the circumstances set out at Condition 8.1-8.6 inclusive occurs, the Company may repossess any Goods supplied to the Buyer and thereafter resell the same, and for this purpose the Buyer grants the Company, its agents and employees an irrevocable right and licence to enter any premises where the Goods or other products are or may be stored with or without vehicles during normal business hours.
 - 7.5. The Buyer may resell the Goods acting always as principal and not as agent of the Company provided that any sale shall be effected in the ordinary course of the Buyer's business at full market value and that the Buyer shall hold such part of the proceeds of sale or otherwise as represent the amount owed by the Buyer to the Company, whether tangible or intangible, including insurance proceeds, separate from any monies or property of the Buyer and any third parties, and in a fiduciary capacity on behalf of the Company, until payment has been received in full as set out at Condition 7.2.
 - 7.6. On termination of the Contract, howsoever arising, the Company's (but not the Buyer's) rights contained in this Condition shall remain in full effect.
- 8. BREACH AND INSOLVENCY**
- If any one or more of the circumstances set out in Condition 8.1-8.6 inclusive occurs then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate the Contract and/or to suspend any or all further deliveries of the Goods without thereby incurring any liability to the Company, and all amounts owing from the Buyer to the Company shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 8.1. The Buyer makes any voluntary arrangement or proposal in relation thereto with its creditors, or becomes subject to an administration order, or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation; or
 - 8.2. a resolution is passed for the winding-up of the Buyer, or any person becomes entitled to present a petition for bankruptcy or insolvency against the Buyer or to appoint a receiver in relation to the whole or any part of the Buyer's assets, or any distress or execution, whether legal or equitable, is levied against any of the Buyer's assets; or
 - 8.3. the Buyer ceases, or threatens to cease, to carry on its business; or
 - 8.4. a judgement against the Buyer remains unsatisfied, or the Buyer is unable to pay a debt to a third party as it falls due to and/or is deemed to be insolvent; or
 - 8.5. any event analogous to any of the foregoing occurs in any jurisdiction in relation to the Buyer; or
 - 8.6. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer; or
 - 8.7. the Buyer fails to comply with its payment obligations at Condition 16.1; or
 - 8.8. the Buyer is in breach of any provision of the Contract.
- 9. INSPECTION AND ACCEPTANCE**
- 9.1. The Buyer shall be deemed to have carried out a detailed inspection of, and to have accepted, the Goods on delivery or collection. Without prejudice to the foregoing any signature of the Company's delivery note or similar document on delivery or collection shall be conclusive proof that such inspection has been carried out and that the Buyer is satisfied with the condition and quantity of Goods delivered or collected.
 - 9.2. Without prejudice to the foregoing the Buyer shall notify to the Company in writing any defects, deficiencies and/or shortfalls in the Goods delivered

- or collected within 48 hours of delivery or collection, and subject to Condition 11 it is a condition precedent of any liability accruing to the Company in respect of any Goods that such notification is provided within such timescale.
- 9.3. Where any Goods have not been delivered, any such non-delivery must be notified to the Company in writing within 7 days of the date of the Company's invoice in respect of such Goods, and if such notification is not made then such Goods shall be deemed to have been delivered as set out on the invoice.
- 10. RETURNS**
- 10.1. Solely where the Company supplies Goods that were not the subject of this Contract or ordered by the Buyer, the Company will refund the reasonable costs incurred by the Buyer in returning the Goods to the Company provided that the Company's prior written consent has been provided and that such Goods are delivered to the Company undamaged and in their full original packaging.
- 10.2. The Buyer shall in no other circumstance have any right to return any Goods except with the Company's prior written consent, including in relation to the condition and packaging of such returned Goods, and provided always that the Buyer shall arrange and pay for the return of all such Goods to the Company and shall pay all costs incurred by the Company by reason of and in connection with such return, including any transportation and storage costs incurred in relation to such return, and that the Buyer shall receive such refund in relation to such returned Goods as the Company in its absolute discretion may determine.
- 11. DEFECTS AND LIABILITIES**
- 11.1. Subject always to Conditions 9.1 and 9.2, if any Goods supplied by the Company break or become defective within 12 months from the date of their delivery or collection the Company may at its option replace or repair them free of charge, or where no such repair or replacement is (in the sole opinion of the Company) practicable, refund the price actually paid for such Goods, provided always that as a condition precedent of any liability accruing to the Company pursuant to this Condition 11:
- 11.1.1. the Company is satisfied that the breakage or defect in such Goods is due to a defect in workmanship or material that would not have been apparent on a detailed inspection at the time of delivery or collection and is not as a result of wear and tear, wilful damage or negligence; and
- 11.1.2. the Company is notified of such defect or breakage within 24 hours of such breakage or defect occurring, and written confirmation is subsequently provided within 7 days of such breakage or defect occurring together with full particulars of the breakage or defect satisfactory to the Company; and
- 11.1.3. the Company is satisfied that all such Goods have been properly stored, installed, commissioned and maintained by the Buyer, have not been modified altered or adapted, and have not been operated beyond the manufacturer's limits of rated capacity and normal usage; and
- 11.1.4. all such broken or defective Goods are at the Company's request immediately returned to the Company at the Buyer's cost, provided always that the Company shall not be liable for the cost of removal of any broken or defective Goods, the cost of fitting any repaired or replacement Goods, or the costs of any delay occasioned by, or any works that may be necessary in connection with, any broken or defective Goods (including in connection with the removal of broken or defective Goods or the fitting of repaired or replaced Goods).
- 11.2. Except as set out in this Condition 11 the Company shall have no liability arising out of or in connection with any defects in relation to the Goods (including in relation to the conformance with description, quality or fitness-for-purpose of the Goods, and to defects in design, material and workmanship of the Goods).
- 11.3. 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.
- 12. WEEE COMPLIANCE**
- 12.1. The Buyer shall:
- 12.1.1. be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:
- 12.1.1.1. all WEEE arising or deriving from the Goods; and
- 12.1.1.2. 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 Goods and where the Goods are of an equivalent type or are fulfilling the same function as that of such products;
- 12.1.2. 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 12.1.1; and
- 12.1.3. provide the Company'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 it as a result of the Company's membership of the operator's compliance scheme.
- 12.2. The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in Condition 12.1.
- 12.3. Further information in respect of the arrangements set out in Condition 12.1 can be found at www.electrolink.eu.com by clicking on the 'WEEE FINAL USERS' button and quoting WEEE registration number WEE/DG0061TU where prompted.
- 13. LIMITATION OF LIABILITY**
- 13.1. The Company's liability shall be limited as set out in Conditions 9 and 11 provided always that the Company's total liability under or in connection with the Contract, the Goods and the Order, whether in contract, tort (including negligence), for breach of statutory duty or otherwise shall be
- limited in the aggregate to the price to be paid by the Buyer pursuant to the Contract.
- 13.2. The Company shall not be liable for any special, indirect or consequential loss or damage, any loss of investment, loss of contract, loss of production, loss of profits, loss of time or loss of use whatsoever (whether caused by the negligence of the Company or otherwise) including arising out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 13.3. However nothing in these Conditions shall restrict the Company's liability for death or personal injury caused by the Goods which arises by reason of the negligence of the Company or any of its employees or any other liability which cannot by law be restricted.
- 14. SELECTION AND DESCRIPTION OF THE GOODS**
- 14.1. The Buyer hereby acknowledges that the Goods fulfil its requirements and that it in no way relies upon the skill or judgment of the Company or any of its employees or agents in the selection provision installation and/or operation thereof.
- 14.2. Whilst the Company takes precautions to ensure accuracy in the preparation of its catalogues, technical circulars and its other literature, including the Quotation, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representation by the Company and shall not be binding upon the Company.
- 15. FORCE MAJEURE**
- The Company shall not be in breach of the Contract, and shall have no liability for delay in performing or failure to perform any of its obligations under the Contract, if such delay or failure arises as a result of circumstances outside the Company's reasonable control, including, without limitation, delays by its suppliers, strike, lockouts, war, riots, fire, floods, Government intervention, Act of God, accidents or breakdown of machinery.
- 16. PAYMENT**
- 16.1. The Company may invoice the Buyer for any Goods delivered or collected on or at any time after delivery or collection. All invoices shall be paid within 14 days of their issue, in the manner identified on them, and all other amounts due from the Buyer to the Company pursuant to the Contract shall be payable within 14 days of the Company's demand, in the manner identified in the demand. Time for payment is of the essence.
- 16.2. In the event of the Buyer's failure to comply with its obligations at Condition 16.1 interest shall be chargeable by the Company on all sums as may be outstanding at 12 per cent above the base rate of the Company's bank (Skandinaviska Enskildan Banken) from time to time, and such interest shall be computed and calculated monthly.
- 16.3. 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.
- 17. INTELLECTUAL PROPERTY RIGHTS**
- 17.1. The Buyer acknowledges that it neither acquires nor has any interest in the intellectual property rights (including without limitation copyright, design rights or otherwise) attaching to the Goods.
- 18. BOILERPLATE**
- 18.1. No one other than a party to the Contract and its permitted assignees shall have any right to enforce any of its terms.
- 18.2. No indulgence granted by the Company to the Buyer in respect of any of the Conditions as aforesaid shall amount to a waiver of the Company's rights hereunder.
- 18.3. The benefit of the Contract shall not be assignable by the Buyer but shall be freely assignable by the Company.
- 18.4. All notices to be given by the Buyer to the Company shall be given in writing by delivering the same to 128a Tooley Street, London SE1 or such other place as the Company may from time to time notify to the Buyer.
- 18.5. All notices to be given by the Company to the Buyer shall be deemed to have been given and received on the second business day after posting if sent by prepaid postage to the last known address of the Buyer or in the case of a body corporate to the Buyer's registered office.
- 18.6. If any provision of the Contract is adjudged void or unenforceable, it shall be deemed removed from the Contract which in all other respects shall remain in force and effect.
- 18.7. The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.