

Terms and Conditions

Sale of Goods to Businesses

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| Definitions | <p>In these terms and conditions, the following expressions have the following meanings:</p> <p>“Company” means LightIQ Limited;</p> <p>“Conditions” means these terms and conditions;</p> <p>“Client” means any person or company placing a verbal or written order for any goods with the Company;</p> <p>“Contract” means any agreement concluded between the Company and a Client for the sale of any goods to the Client;</p> <p>“Goods” mean the goods a Client agrees to buy from the Company; and</p> <p>“Price” means the price payable in respect of the Goods.</p> |
| Terms of Agreement | <p>These Conditions only apply to the sale of any goods by the Company to a Client who is not a consumer (within the meaning of the Unfair Terms in Consumer Contracts Regulations 1999).</p> <p>These Conditions shall apply to all Contracts and shall take precedence over and supersede any terms and conditions previously issued by the Company or issued by the Client. Acceptance of the Goods ordered shall be conclusive evidence of the acceptance of these Conditions.</p> <p>No employee or agent of the Company has the power to vary these Conditions unless such variation is recorded in writing and signed by a director on behalf of the Company. No employee or agent of the Company has any power to make any representation on the part of the Company and the Client agrees that he has not relied on any such representations.</p> |
| Price | <p>The Price shall be that which is quoted in the Company’s price list in force from time to time or is otherwise quoted to the Client in writing.</p> <p>The Price shall be subject to increase due to matters beyond the Company’s reasonable control. If such matters result in an increase in the cost to the Company of supplying the Goods, then the Client shall in addition to the Price pay the Company the amount of such increase in costs.</p> <p>In addition to the Price, the Client shall pay the costs of delivery of the Goods in accordance with these Conditions.</p> <p>Value added tax is payable on the Goods in addition to the Price and on all other sums payable under these Conditions at the appropriate rate.</p> |
| Terms of payment | <p>Unless otherwise expressly agreed in writing by the Company, the Client will pay strictly within 30 days of the date of the invoice in respect of any Goods ordered being submitted by the Company.</p> <p>If payment or any part thereof is not made by the due date, the Company shall be entitled to charge interest on all outstanding amounts at the rate of 4% per annum above the current base rate of Lloyds TSB Bank plc, accruing on a daily basis until the date of payment (whether before or after judgment).</p> |
| Delivery | <p>The Company shall deliver the Goods to the address of the Client within the United Kingdom notified to the Company at the time of ordering the Goods. The Company will use any reasonably appropriate method of transport at its own discretion. The Company will only deliver to a site at which it is reasonably safe to unload the Goods.</p> <p>Whilst the Company undertakes to use all reasonable endeavours to deliver the Goods on the promised delivery date, it does not guarantee to do so. Time of delivery is not the essence of the contract. The Client shall be bound to accept the Goods and the Company shall not incur any liability or obligation in respect of any reasonable or unavoidable delay in delivery.</p> |
| Loss or damage in transit | <p>Immediately on receipt of the Goods, the Client must inspect the Goods and notify the Company in writing within 3 days of any difference between the Goods ordered and those delivered and of any apparent damage to the Goods. Failure to give such notice shall be conclusive evidence that no such difference or apparent damage exists. The Client must give the Company notice of any other matters not in accordance with the Contract within 14 days of delivery. In the absence of any such notices, acceptance of the Goods will be deemed to occur at the end of such period.</p> <p>Provided that the Client has complied with Condition 6.1, Goods lost or damaged in transit will be replaced or repaired by the Company.</p> |

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| Risk and Ownership | <p>Risk in the Goods passes to the Client on delivery.</p> <p>Ownership in the Goods only passes to the Client on the Client affixing the Goods to his property or, if earlier, on satisfaction of the invoice in respect of such Goods and when no other sums due from the Client to the Company are outstanding (whether due for payment or not). From delivery until such time as ownership passes to the Client, the Client holds the Goods as bailee for and owes a fiduciary duty in respect of them to the Company and must store the Goods or procure that the Goods be stored safe from damage and must insure them with a reputable insurer to their full value against all such risks against which a reasonably prudent businessman operating in such a business would insure such items. The Client may re-sell the Goods in good faith in the ordinary course of business (but not otherwise deal with them until ownership has passed to the Client) and ownership shall pass to the person to whom such Goods are re-sold at the time of sale. The Goods the subject of earlier invoices shall be deemed to be sold before those the subject of later invoices. Where the Client sells any of the Goods which it does not have ownership of, then until such time as the conditions are fulfilled so that had the Goods continued to be in the possession of the Client ownership would have passed to the Client, the Client shall hold the consideration received for such sale on trust for the Company and account to the Company for such funds and further the Client assigns to the Company the benefit of all rights and claims the Client has in respect of the Goods re-sold.</p> <p>In any of the circumstances set out in Clause 8 and in respect of any of the Goods in respect of which ownership has not passed to the Client, the Client shall cease to be entitled to deal with such Goods in any way whatsoever and must place them at the disposal of the Company who shall have the right to repossess such goods and the Client irrevocably grants the Company authority to enter any place to which the Client is entitled to grant such access (or, if such Goods are stored in some other place, the Client will use best endeavours to procure such access) so that the Company may recover such Goods.</p> |
| Termination | <p>All sums due under any Contract will become payable immediately and the Company may terminate the Contract without incurring any liability if the Client: (a) defaults under the terms of the Contract; (b) suffers any distress or execution on its property; (c) enters a compromise agreement with creditors; (d) is the subject of insolvency or bankruptcy proceedings before the courts; or (e) suffers the equivalent in any other jurisdiction.</p> |
| Cancelled or Returned Standard Goods | <p>Except in relation to any Goods to which Clause 10 applies and unless the Client is entitled to reject the Goods for a breach of contract, the Client may not under any circumstances cancel any order for or return any Goods (other than Goods which the Company has agreed to replace or repair in accordance with Clause 6) unless the Company has agreed in writing to accept any such cancellation or return of Goods. In any case where the Company agrees to accept such cancellation or returned Goods, the Client shall pay the Company 35% of the invoice value of the goods (subject to a minimum charge of £5.00) to cover the handling of such goods returned. Any such goods returned will be at the cost of the Client. The Client must take reasonable steps to ensure that the Goods are not damaged when being returned to the Company.</p> |
| Cancelled or Returned Custom-made Goods | <p>Unless the Client is entitled to reject the Goods for a breach of contract, the Client may not under any circumstances cancel any order for or return any Goods which have been or are to be made custom-made to specifications provided by or on behalf of the Client (other than Goods which the Company has agreed to replace or repair in accordance with Clause 6), unless the Company has (in its sole discretion) agreed to accept any such cancellation or return of Goods. In such circumstances the Company shall be entitled to charge the Client an amount up to the value of the order cancelled or Goods returned. Any such goods returned will be at the cost of the Client. The Client must take reasonable steps to ensure that the Goods are not damaged when being returned to the Company.</p> |
| Limitations of Liability | <p>The Company shall in no circumstances have a greater liability to the Client than the amount of the Price and will not be liable for any consequential or indirect loss.</p> <p>Nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or restrict or exclude liability of the Company under Part I of the Consumer Protection Act 1987.</p> |
| Force Majeure and Unavailability of Goods | <p>The performance of all contracts is subject to cancellations by the Company owing to any act of God, war, strikes, any acts of government, national emergencies, lock-outs, fire, flood, drought, tempest of any other cause beyond the reasonable control of the Company and the obligations of the Company shall be held in abeyance for the duration of any such circumstances and any date or deadline under this Contract shall be extended by a period equal to the duration of the existence of such circumstances.</p> <p>If the Company is unable to supply the Goods ordered on account of such Goods no longer being obtainable by the Company, the Company may terminate the Contract by giving notice to the Client and neither party shall have any liability to the other under the Contract.</p> |
| Law and Jurisdiction | <p>English Law shall be the proper law of any to which these Conditions apply and the English courts shall have jurisdiction over any disputes in relation to any such contract.</p> |