

# CONDITIONS OF SALE

## Interpretation

- a) In these Conditions 'the Company' means Mount Lighting Ltd or any subsidiary company or agent authorised by them and means the person or persons firm or company purchasing from or doing business with the Company.
- b) 'the Goods' means all products supplied by the Company to the Purchaser whether by means of sale, hire, rental or otherwise and whether the property of the Company or distributed by the Company as agents for another.

## General

- a) These conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.
- b) The Company reserves the right to accept or refuse any order given on the basis of its quotations and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.
- c) Quotations and offers are given and contracts of sale are only accepted subject to these conditions. Any variation thereof by the Purchaser will be treated as inapplicable and of no effect, unless specifically agreed in writing by the Company.
- d) Any complaint about the goods supplied, damage in transit or short delivery shall only be entertained by the Company if made within 3 days of date of delivery to the purchaser.

## Prices

- a) Printed price lists are subject to alteration without notice by the Company.
- b) Orders are accepted at nett selling prices ruling on the date of delivery by the Company.

## Payment

- a) Payment of all goods shall be 'Cash on delivery' until account facilities have been granted by the Company to the purchaser whereby all monies owing in the current month by the Purchaser to the Company must be received by the Company before the last day of the following month.
- b) If payment is delayed beyond the agreed terms the Company reserves the right to charge a surcharge of £3.50 per week or part thereof and interest of 0.8% per week on the outstanding balance.

## Property

- a) The Company and the purchaser expressly agree that until the Company has been paid in full for all goods, such goods shall remain the property of the Company but being at the risk of the purchaser as from the date of delivery and the purchaser shall hold them as bailee. If the purchaser sells the goods before payment in full has been made and if the Company requires he shall hand over to the Company all claims for payment against the sub-purchaser. So long as the property in the goods remains in the Company the Company shall have the right, without prejudice to the obligation of the purchaser, to purchase the goods, to take re-possession of the goods and for that purpose to go upon any premises occupied by the purchaser. The Company may maintain an action for the price of the goods notwithstanding that property in the goods may not have passed to the purchaser.
- b) Goods paid for but not collected will become the property of the Company after three months and the Company may dispose of goods as seem fit.

## No Cancellation

- a) There can be no cancellation or return of goods by the purchaser without the Company's written consent.
- b) Non-stock items or goods ordered by the purchaser which involve the Company ordering in items or goods specially or manufacturing items especially for the purchaser cannot be cancelled by the purchaser once work is in progress or goods bought in by the Company. The purchaser must accept and pay for goods (if tendered for delivery) on the contractual date.

## Returns

- a) Purchasers wishing to return goods for whatever reason must first negotiate terms with the Company. Dependant on the goods and the basis of return, handling charge may apply. All returns notes must include the Company's invoice reference or Purchaser's original order reference to ensure no delay occurs.
- b) The Company will not replace goods claimed to be defective until it is confirmed the fault is not the result of improper use or installation and in any event the decision of the Company about any alleged defect shall be final and conclusive.

## Minimum Order

The minimum invoice value is £25 net excluding VAT.

## Delivery

- a) Delivery is free on orders over £150 or above net invoice value excluding VAT within mainland Britain. For other areas carriage will be charged at cost.
- b) Any times quoted by the Company for despatch or delivery are estimates only and the Company shall not be held liable for any loss, consequential loss or chargeable waiting time of any description by any delay in delivery howsoever caused whether directly or indirectly.

## Loss or damage in transit

- a) Any shortage or damage must be clearly stated upon the driver's Delivery Sheet and a written statement of the facts received at our branch and by the Carrier (if not ourselves) within 2 days of the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination.
- b) Written notice of any non-delivery must be received at our branch within 7 days after the date of the invoice. Time is of the essence of this clause. Our liability in respect of any claim accepted under this Clause is limited to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.

## Indemnity

- a) The Company shall not be responsible for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the Goods or for any damages or personal injuries or other losses, howsoever caused directly or indirectly by the Goods.
- b) The Company shall pass on to the Purchaser the benefit of any Guarantees or Warranties provided by the manufacturers of the Goods and any rights vested in the Company under such Guarantees or Warranties are hereby assigns to the Purchaser but without prejudice to the previous sub-clause.

