

## CRESCENT LIGHTING LIMITED

### CONDITIONS OF SALE

#### 1. General.

All orders accepted and delivered by Crescent Lighting Limited are subject to our Conditions of Sale which, for clarity, will override any conditions of purchase that you may have.

Any alterations to these Conditions of Sale must be confirmed in writing by Crescent Lighting Limited.

#### 2. Pricing.

Any prices quoted are usually quoted without VAT which will be applied at the rate ruling at the date of despatch. Prices are usually valid for 30 days after which time we would need to re-quote.

#### 3. Payment Terms.

For credit account customers we expect payment at the end of the month following the month of invoice (Sometimes called net monthly). All other invoices raised by the company are due for payment on receipt of the invoice, unless we have agreed other payment terms in writing.

#### 4. Cancellation.

If an order is cancelled by a customer after it has been received then a cancellation charge will be incurred.

The actual cancellation charge will be dependent on the type of products ordered and on the original order value and will be payable in full at the time of the cancellation.

#### 5. Terms and Passage of Title.

The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

#### 6. Carriage.

Generally all UK orders over £250 are delivered free of charge within the UK mainland. There are certain exceptions to this such as the northern part of Scotland, Northern Ireland and in cases where special delivery requirements are requested. The exact amount of the carriage charge should be checked with the Crescent sales office.

All export orders are "net ex-works", which means that you will have to pay for any costs incurred once the goods have left our warehouse door. Those costs might normally include, transport to your premises, duty and processing charges etc.

#### 6. Packing.

Generally goods are packed for domestic delivery only and we will quote for special export packing if requested.

#### 7. Loss or Damage in Transit.

Where Crescent Lighting Limited has arranged for delivery in the UK we will also arrange and pay for transit insurance. It is important that we are notified within three days of any shortage or discrepancies, as our insurance company will not entertain any claims after that time. For export orders where carriage is generally arranged by the customer then Crescent Lighting Limited is not responsible for the insurance of the goods.

## **8. Delivery Dates.**

If you are intending to sign a contract with specific penalty clauses then this is of particular importance

We will quote delivery dates based on the best information that we have at the time. We will also try to adhere to those dates but we cannot accept any responsibility for any damages or costs incurred where these dates are not met.

## **9. Product Warranty.**

Crescent Lighting Limited guarantees all products for a period of one year with the exception of standard lamps (Tungsten, Fluorescent, Discharge and Halogen etc), which are guaranteed for the average life quoted by the lamp manufacturer and which may have a life of less than one year. This guarantee is a 'return to factory guarantee' and Crescent Lighting Limited will repair or replace any faulty item free of charge. This always assumes that the products have been used in accordance with any instructions or recommendations made by the company.

If you have a specific requirement for service to be carried out on site following purchase of any products from Crescent Lighting then you should discuss this with the sales office and we can provide costs for this at the time of ordering.

Crescent Lighting will not be responsible for any consequential loss or damages.

## **10. Returns.**

We will not accept any goods for return unless we have previously authorised this return. This is not intended to be obstructive but is intended to ensure that when returned goods are received at our premises we are fully aware of the reason for the return and can action matters accordingly.

## **11. Specification and Description.**

We try to keep our catalogues and product literature as up to date as possible. We are continually improving products and we reserve the right to change certain design features. This generally would not result in a decrease in performance but occasionally the products delivered may look different from the illustrations in the catalogues and product literature.

## **12. Recycling Cost.**

The Government has introduced the Waste Electrical and Electronic Equipment (Producer Responsibility) Regulations 2006 ("the WEEE Regulations") which will implement a European directive, the Waste Electrical and Electronic Equipment Directive, commonly known as the WEEE Directive. Under the WEEE Regulations, producers (or their agents) are required to finance the collection, treatment, recovery and environmentally sound disposal of electrical and electronic equipment. Non household luminaires fall within this category of equipment and so, in anticipation of the disposal cost that we will be financing in respect of non-household luminaires with effect from 1st January 2007, we will be charging a recycling cost of £1 in respect of all non household luminaires supplied after 1st July 2007. This recycling cost may vary from time to time. Some lamps also fall within the scope of WEEE. It is anticipated that this charge will be £0.35 per lamp.

## **13. Plain English.**

We have tried to write these Terms and Conditions in plain English.

We hope we have succeeded and that you have been able to fully understand them. Please contact Crescent Lighting Limited if you require clarification of any of the sections contained in these Terms and Conditions.