

Projection Lighting Ltd Terms and Conditions

DEFINITIONS.

In the Terms and Conditions below, the following terms shall have the following meanings:

“Projection Lighting Products” mean any:

- alphaLED luminaire.
- LED module, control gear/driver supplied by Projection Lighting Ltd.
- Products sold, distributed or marketed by Projection Lighting Ltd.

“Customer” means the purchaser of any Projection Lighting Ltd Products as described above.

CONDITIONS OF SALE

The following conditions apply to and are deemed to be incorporated in all contracts for the sale and the supply of Projection Lighting Ltd services, equipment, products and materials unless the contrary is expressly and specifically agreed in writing by Projection Lighting Ltd. They expressly exclude any terms and conditions proffered by the Customer. The details provided on our website and/or printed literature were correct at the time of publication and are for information purposes only – they do not form and obligation on behalf of Projection Lighting Ltd.

Projection Lighting Ltd will not be held liable for any discrepancies between the illustrations or descriptions given and the actual products. Output data figures stated are typical values, and are subject to change.

Projection Lighting Ltd reserve the right to make changes to products without prior notice and at any time. All orders will be carried out in accordance with the relevant versions of our Terms and Conditions of Sale, which will be provided at point of sale and available below:

ORDERS, CHANGES AND CANCELLATIONS

All orders must be accepted in writing by Projection Lighting Ltd. Once accepted all orders are final and any change or cancellation request by the Customer will be subject to modification or cancellation charges. A minimum modification or cancellation charge of 30% of the selling price shall be applied to any released order of standard products. A modification or cancellation charge of 100% of the selling price shall be applied to any released order of custom products. Partial cancellations may affect the freight charges which will be adjusted in accordance to the total value of the order after the cancellation. Additions to orders, which have already been processed, will be considered separate orders for purposes of determining freight charges. Projection Lighting Ltd reserves the right to refuse modification or cancellation requests at its own discretion. Projection Lighting Ltd reserves the right to put on hold or cancel (or cancel any order on hold) any previously accepted order pending resolution to Projection Lighting Ltd satisfaction of any Customer credit issue; in the case of such a hold, prices are confirmed for ninety (90) days during such hold from the date the order was first accepted.

QUOTATIONS

A quotation is open for acceptance within a period of 30 days from the date issued unless stated otherwise.

PRICE

- The price(s) quoted exclude VAT (unless otherwise stated). VAT will be charge, where applicable, will be charged at the prevailing rate applicable at the time of delivery.
- The prices quoted excludes delivery (unless otherwise stated).
- Unless stated otherwise, the price(s) quoted to the customer is an illustrative estimate only and the price(s) charged will be our price current at the time of delivery.
- Rates of tax and duties on the goods will be those applicable at the time of delivery.
- At any time before delivery Projection Lighting Ltd may adjust the prices to reflect any increase in our costs of supplying the goods.
- In the event of variations or suspensions of work by the customer's instructions or lack thereof, the contract price shall be adjusted to reflect any costs involved. Where a unit price has been quoted and the Customer requires a smaller quantity to be delivered than quoted, Projection Lighting Ltd reserves the right to adjust the right to adjust the rates applicable.
- Where it is necessary to dispatch goods in crates, cases, pallets, stillage's or other such packaging, a charge will be made for this.

ACCEPTANCE

An order or the acceptance of a quotation must be accompanied by sufficient information to enable Projection Lighting Ltd to proceed with the order forthwith and thereafter any modifications must be agreed in writing. When ordering goods the reference numbers should be quoted in all cases where such are given in the Projection Lighting Ltd published literature. If a special quotation has been made, the quotation reference should be stated. All communications relating to orders should specify the number and date of the order, description of the goods and catalogue reference number.

LIMITS OF CONTRACT

- A quotation includes only such goods and work as are specified therein.
- The Customer shall not transfer their rights to any third party without Projection Lighting Ltd written consent.
- Projection Lighting Ltd will make every endeavour to execute all orders at price ruling at the time of acceptance but reserves the right to alter prices to those ruling at the time of delivery in the event of any increase in the cost of materials, labour or transport or any other increase in costs of any nature whether or not of the same nature as the foregoing.

ADDITIONAL EXPENSE

Should Projection Lighting Ltd incur additional expense not provided for in the quotation owing to the suspension of the work on the Customer's instructions or owing to any other circumstances whatsoever for which Projection Lighting Ltd is not responsible, such additional expense shall be added to the price quoted and be paid for by the Customer accordingly.

TECHNICAL SPECIFICATIONS AND DRAWINGS

All descriptive and technical specifications, drawings, catalogues, illustrations and particulars of weight, and dimensions submitted with a quotation are approximate only and none of these shall form part of the contract. After receipt of any order adequate drawings will be supplied where necessary to enable the Customer to prepare foundations and arrange for the supply of services. Drawings and technical specifications supplied by Projection Lighting Ltd are confidential and the Customer shall not communicate these or the contents thereof to third parties without the written consent of Projection Lighting Ltd.

DESPATCH

Projection Lighting Ltd will use its best endeavours to despatch or complete within the time stated, which will run from receipt by Projection Lighting Ltd of a written order to proceed and of all the information, and drawings necessary to enable to Projection Lighting Ltd to put the work in hand but shall not incur any liability on failure to do so.

DELIVERY

- When delivery or collection of goods is made by Projection Lighting Ltd or carrier beyond the entrance to the Customer's premises, the Customer shall accept all responsibility for an indemnify Projection Lighting Ltd against all damage to property or injury to persons occurring for whatsoever cause on such premises unless caused by the negligence of Projection Lighting Ltd or its servants or the carrier of their servants. It shall be the responsibility of the Customer to provide adequate labour for the loading and unloading of all goods at this premises.
- Retention of Title. Goods shall remain the property of Projection Lighting Ltd until the whole of the contract price has been paid but after delivery the Customer shall be responsible for and shall indemnify Projection Lighting Ltd against all loss or of damage to the goods from whatsoever cause occurring.

DAMAGE OR LOSS IN TRANSIT

- No responsibility will be accepted for any discrepancy in the quantity of goods or damages thereto in transit unless notified to Projection Lighting Ltd in writing within 24 hours of delivery. Goods damaged during transit must be kept within the packing for inspection.
- Projection Lighting Ltd must be notified forthwith if delivery within the United Kingdom is not effected within 10 days from the date of the advice or despatch note. In the case of export order Projection Lighting Ltd must be informed within a period of 2 weeks if goods have not been delivered or have not arrived at the point of destination in accordance with the advice given by Projection Lighting Ltd.

FAILURE OF SUPPLIES

The Customer shall not have any claim for damages against Projection Lighting Ltd, if for any reason whatsoever Projection Lighting Ltd fails to supply or deliver the Customer's requirements.

RESTRICTION ON EXPORT

Due to licensing and other contractual arrangements with third parties affecting certain Projection Lighting Products, goods shall not be exported from the country in which they were first delivered without the consent of Projection Lighting Ltd which will not be unreasonably withheld.

DELAYED DELIVERY.

If by reason of instructions or lack of instructions from the Customer despatch in accordance with the contract is delayed for 21 days after the Customer has been notified that the goods are ready for despatch the risk of loss or damage to the goods shall pass to the Customer who will take delivery thereof or arrange for their storage.

For the purposes of section '**TERMS OF PAYMENT**' the goods shall thereupon be deemed to have been delivered. If and for so long as Projection Lighting Ltd storage facilities permit Projection Lighting Ltd may store the goods, and the Customer shall pay a reasonable charge for the storage. The Customer will be invoiced for the goods in storage as if they had been delivered to site 21 days after the contracted delivery date.

TERMS OF PAYMENT

- Where no other terms of payment have been specified, Projection Lighting Ltd terms of payment are proforma invoice, payment to be made in full upfront. No discount or allowance will be made unless specifically stated by Projection Lighting Ltd.
- In the event of a Customer failing to comply with Projection Lighting Ltd terms of payment Projection Lighting Ltd reserves the right to discontinue forthwith the provision to the Customer of any further goods or service whatsoever.
- Late payment. Projection Lighting Ltd reserves their statutory right to charge interest for late payment at the Bank of England base rate plus 8%. If no agreed payment terms are in place the default period is 30 days after date of invoice

REPLACEMENT AND SERVICES

- Projection Lighting Ltd liability in respect of good supplied for any loss, injury or damage attributable to any defect in or failure of such goods shall be limited to making good by replacement or repair at the option of Projection Lighting Ltd, defects which under proper use appear therein within 12 calendar months (or such other period as may be specified) after the original goods shall have first been despatched by Projection Lighting Ltd which arise solely from faulty design, materials or workmanship provided that Projection Lighting Ltd shall so require all such defective goods shall be promptly returned to Projection Lighting Ltd works, carriage paid, in lieu of the said right for repair or replacement, Projection Lighting Ltd shall have the option to take back the said defective goods and refund the purchase price. When Projection Lighting Ltd accepts responsibility to repair or replace the goods or to refund the price. Projection Lighting Ltd will state what portion of carriage costs it will pay or refund. Provided further that if the goods found to be defective during the aforesaid period of 12 months have been repaired or worked upon by any person other than Projection Lighting Ltd then Projection Lighting Ltd obligations herein cease forthwith.
- In the case of goods not of Projection Lighting Ltd manufacture, the Customer shall be entitled only to such benefits as Projection Lighting Ltd may have received under any guarantees given in respect thereof.
- Any figures for performance of Projection Lighting Ltd goods are based upon Projection Lighting Ltd experience and are such as Projection Lighting Ltd expects to obtain by proper use.
- Projection Lighting Ltd accepts responsibility for all written technical advice given by its officers or servants and for which a charge is made. Technical advice made available to customers without charge is given with all reasonable care but without responsibility on the part of Projection Lighting Ltd. In the absence of any special arrangements to the contrary it is the Customer's responsibility to ensure that the nature, capacity and performance of the goods ordered by them are sufficient and suitable for their purposes.
- The Customer shall accept the provisions contained in points above hereof in lieu of any warranty, condition or liability imposed by the common law, or by statute and liability to the Customer for every form of direct or consequential loss or damage suffered by the Customer or any third party is hereby expressly excluded.

PATENTS

- Projection Lighting Ltd endeavours not to offer for sale goods which infringe known and valid patents but shall be liable, and no claim shall be made against it by the Customer for any damage or loss of profits arising from infringement of any patent or registered design or from any proceedings or threatened proceedings in respect of infringement of any patent or registered design by any use or sale of the goods the subject of the contract. Any condition or warrant implied under the Sales of Goods Act 1893 or otherwise is limited accordingly.
- Where Projection Lighting Ltd provide advice to the Customer in matters of technique or supplied goods for carrying a technique into effect the tendering of such advice or the supply of such goods carries no guarantee that such technique is free from patent restrictions, nor can Projection Lighting Ltd accept any liability arising from infringement or alleged infringement of patent as a result of the Customer following the advice tendered by Projection Lighting Ltd or using such goods.

STATUTORY OBLIGATIONS

Projection Lighting Ltd will offer every co-operation in observing safe working conditions but the responsibility for the observance of the requirements of the Factories Act 1961 (and any amendment or re-enactment thereof) and all other obligations the performance of which is necessary to comply with the Law of the country where the goods are serviced, installed or used rest with the Customer who shall indemnify Projection Lighting Ltd against all claims arising under the said Act or by reason of non-compliance with any of the said obligations and against all costs and expenses arising from any such claim.

CHANGE OF SPECIFICATION AND MANUFACTURE

It is the policy of Projection Lighting Ltd and its suppliers to continually review and improve its products and therefore Projection Lighting Ltd reserve the right to change any details of product or withdraw specifications without prior notice.

Luminaires are designed to comply with EN60598 and all other relevant Standards.

INTELLECTUAL PROPERTY

All intellectual property rights pertaining to the products are owned by or licensed to Projection Lighting Ltd. We reserve our right to take whatever action is necessary to protect those intellectual property rights.

TERMINATION FOR BREACH OF CUSTOMER

If the Customer shall commit any breach of any term or condition of any contract for the sale and supply of Projection Lighting Ltd equipment, materials and service, Projection Lighting Ltd shall have the right by notice in writing to terminate the contract at once notwithstanding any previous waiver of this right. Projection Lighting Ltd may by notice in writing cancel the contract forthwith if the Customer becomes bankrupt or makes any composition for the benefit of creditors or being a Company, goes into liquidation either voluntarily or compulsory. Any termination or cancellation shall be without prejudice to any rights of either party arising prior to the date thereof.

RETURN OF GOODS

Goods delivered against a written confirmed order will not be accepted for return, nor any credit given without prior written consent of Projection Lighting Ltd and unless the Goods are returned in accordance with any applicable to Projection Lighting Ltd return procedure. Any costs incurred by Projection Lighting Ltd in handling or disposing of the Goods will be borne by Customer. A handling charge may be levied depending on the reason for return. This level of handling charge is at the discretion of Projection Lighting Ltd.

INSTALLATION

Unless otherwise stated, installation is not included in Projection Lighting Ltd quotation but arrangements may be made at extra cost for the requisite skilled supervision of the installation or complete responsibility for installation. In such cases the Customer shall allow Projection Lighting Ltd suitable access to and possession of the site and shall, at their own expense provide proper foundations ready to receive equipment as and when delivered, adequate craneage, lifting tackle and scaffolding and all labour and facilities required for unloading, handling and installing the goods.

LABOUR USED IN CONNECTION WITH THE CONTRACT

Any person engaged at the point of delivery on work in connection with the Contract other than employees of Projection Lighting Ltd shall be deemed to be the servants or agents of the Customer.

INSPECTION AND TESTS

Any inspection of the goods by the Customer or their representative shall be made at the Projection Lighting Ltd works or where otherwise nominated by Projection Lighting Ltd. If special tests in the presence of the Customer or their representative are required these must be made at the Projection Lighting Ltd works or where required by Projection Lighting Ltd and will be charged for extra. In the event of any delay on the part of the Customer or their representative in attending such tests after having received seven days' notice that Projection Lighting Ltd is ready, the tests may proceed and shall then be deemed to have been made in the presence of the Customer or of their representative.

CATALOGUES, WEBSITE AND SPECIFICATION INFORMATION

While Projection Lighting Ltd takes every precaution in the preparation of catalogues, technical information, price lists, illustrations and other advertising matter, including information on the website, including specification sheets, these are an indication only of the type of goods offered and no particulars contained therein shall be binding on Projection Lighting Ltd.

EMPLOYEES' LIABILITY

In making these conditions Projection Lighting Ltd does so both for itself and for and on behalf of every employee, servant or agent of Projection Lighting Ltd and the existence of a contract for the sale or supply of equipment, materials or services shall be conclusive evidence of the agreements of the Customer that in the event of any loss or damage of any suffered by the Customer by reason of the negligence or defaults of any employee, servant or agent of Projection Lighting Ltd, any exemption of liability of Projection Lighting Ltd by these Conditions shall extend to every such employee, servant or agent.

ARBITRATION

In case of any dispute or difference arising between Projection Lighting Ltd and the Customer as to the construction of any contract for the sale and supply of Projection Lighting Ltd equipment materials and services or the rights, duties or obligations of either party thereunder or any matter arising out of or concerning the same every such dispute of matter in difference shall be referred to a single arbitrator or if they cannot agree upon a single arbitrator, to some person appointed by the President for the time being of the Institution of Mechanical Engineers in London and in either case, in accordance with and subject to the provisions of the Arbitration Act, 1950, or any statutory modification or re-enactment for the time being in force.

LEGAL CONSTRUCTION

These Conditions, and any contract following thereon, shall be governed by and construed in accordance with English Law.

SPECIAL EXPORT CONDITIONS

In the case of export, the following conditions apply in lieu of or in addition to the appropriate conditions above as the case may be.

- Delivery and Payment Terms for delivery and payment shall be arranged with the Customer and in default of arrangement the price quoted for delivery ex-works, payment to be made when goods are ready for collection at the Projection Lighting Ltd works.
- Packing All packing cases, crates and other containers except where otherwise stated, are nonreturnable.
- Import and Export Licences The contract shall be subject to the procurement by the Customer at their own expense of any import licence required for the imports of the goods in the country to which the Goods are to be despatched from the United Kingdom. The contract shall also be subject to the procurement by Projection Lighting Ltd at its own expense of any export licence required for the export of the goods from the United Kingdom provided that where the order is placed from an address in the United Kingdom, the Customer shall be responsible at their own expense for the procurement of such a licence.

THIRD PARTY WARRANTIES

To the extent allowed, however, and if requested by the Customer, Projection Lighting Ltd will make available to the Customer the warranties such third party makes available to purchasers of its products.