

BRITISH ELECTRIC LAMPS LIMITED
(Hereinafter referred to as The Company)
GENERAL CONDITIONS OF SALE

1. GENERAL
 - 1.1. These General Conditions of Sale shall apply to and form part of every contract of sale entered into by the Company. All orders are accepted and executed on the understanding that the Purchaser is bound by these General Conditions of Sale. Where there is any inconsistency between these General Conditions of Sale and any conditions which the Purchaser seeks to impose, these General Conditions of Sale shall prevail. The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation of order, specification, or other document). No terms and conditions endorsed on, delivered with, or contained in the Purchaser's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract. No contract of sale shall come into being unless and until the Purchaser has accepted these General Conditions of Sale either expressly or by implication. No order placed by the Purchaser shall be deemed to be accepted by the Company until the Company delivers the Goods to the Purchaser.
 - 1.2. Subject to condition 12.1 and condition 12.2, if any of the Goods do not conform with the warranty in condition 12.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Purchaser shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
2. PRICES
 - 2.1. All prices are exclusive of Value Added Tax, and this will be charged at the applicable rate and recoverable as part of the price by the Company.
3. PAYMENT
 - 3.1. Unless otherwise agreed in writing, payment is due strictly in full within the month following the date of invoice.
 - 3.2. Without prejudice to any other rights, it may have the Company is entitled to charge interest at 2% above the current base rate of HSBC Bank Plc on overdue payments of the price of the goods or the price of any instalment or partial delivery thereof.
 - 3.3. Additionally, and without prejudice to its other rights the Company shall be entitled to recover all direct expenses reasonably incurred by the Company in collecting or attempting to collect amounts of the price outstanding.
 - 3.4. If the Purchaser fails to make any payment when due in accordance with these General Conditions of Sale, the Company reserves the right in its absolute discretion and without prejudice to any of its other rights or remedies to suspend all further deliveries until such payment has been made in full or, at the Company's option, to cancel the balance of the order. In either case the Company shall hold the Purchaser liable for costs incurred in respect of goods in course of manufacture or ready for dispatch.
 - 3.5. The Company shall be entitled to bring an action for the price or part thereof whether or not the property in the goods has passed.
 - 3.6. For payments made via card there will be an additional surcharge of 2% for debit card and 4% for credit card transactions which will be added to the payment at point of processing.
 - 3.7. Full payment of balance required within the first 5 working days or if applicable settlement discount will be removed.
4. YOUR INFORMATION
 - 4.1. We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not this application proceeds. We may use credit-scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially, may be used by the Company if credit decisions are made about you, or other members of your household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.
5. CREDIT
 - 5.1. Any contract shall be subject to the Company being satisfied as to the Purchaser's credit references, and without prejudice to the generality of the foregoing, the Company may (in its absolute discretion), having informed the Purchaser that the goods are ready for despatch, refrain from delivering the goods until such time as the Purchaser tenders the purchase money to the Company together with any outstanding amounts which may be due to the Company on any account whatsoever.
6. CARRIAGE
 - 6.1. Where the price quoted does not include insurance and transportation and the Purchaser makes their own arrangements in this regard all the Company's goods are sent to the Purchaser at the Purchaser's own risk. The Company takes all reasonable care and precautions in packaging the goods and therefore cannot accept responsibility for damage or delay during transit unless it has failed to take such reasonable care. It is the Purchaser's responsibility to arrange insurance cover unless otherwise agreed in writing between the parties.
7. LOSS OR DAMAGE IN TRANSIT
 - 7.1. When the price quoted includes delivery, the Company shall repair or replace free of charge goods damaged in transit or not delivered in accordance with the Advice Note provided that the Company is given written notification of such damage or non-delivery within such time (being not more than seven days) as will enable the Company to comply with the carrier's conditions of carriage as affecting loss or damage in transit, or, where delivery is made by the Company's own transport, within seven days after receipt of the Advice Note.
8. DELIVERY
 - 8.1. Unless stated to the contrary in the Purchaser's order and accepted by the Company all times or dates for delivery of the goods are given in good faith but are approximate only and time shall not be the essence of the contract.
 - 8.2. All times or dates for delivery shall be calculated from the date of acceptance by the Company of the order of the Purchaser, or from the date of receipt by the Company from the Purchaser of all information, instructions and drawings as shall be necessary to enable the Company to carry out the order, whichever shall be the later.
 - 8.3. Unless otherwise stated in writing, the Company shall be entitled to make partial deliveries of the goods.
 - 8.4. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.
 - 8.5. The Company are unable to accept any liability for lost or misplaced goods once they have been delivered with a clear signature at a specified direct delivery address.
9. VARIATIONS
 - 9.1. In the event of any variation or suspension of the work by the Purchaser's instructions or lack of instructions the Company shall be entitled to adjust the contract prices to reflect costs involved, and to adjust delivery dates or schedules.
10. PERFORMANCE
 - 10.1. Any performance figures given by the Company are based on its experience and are such as the Company expects to obtain under the conditions of its standard test at its works.
11. DESCRIPTIVE MATTER AND ILLUSTRATIONS
 - 11.1. All descriptions and illustrations and particulars of weights and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general descriptions and approximate only, and shall not form part of any contract or give rise to any liability on the part of the Company. It is the policy of the Company to endeavour to develop and improve its products, and accordingly the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy, provided that nothing in this Clause shall oblige the Purchaser to accept goods which do not reasonably comply with the contract.
12. WARRANTY
 - 12.1. The Company will make good by repair, or at the Company's option by the supply of a replacement, defects which, under proper storage and use appear in the goods within the period of twelve calendar months after the goods have been delivered and arise solely from faulty design
 - 12.2. The Company shall not be liable for a breach of the warranty in condition 12.1 if:
 - 12.2.1. the Purchaser makes any further use of such Goods after giving such notice, or;
 - 12.2.2. the defect arises because the Purchaser failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice, or;
 - 12.2.3. the Purchaser alters or repairs such Goods without the written consent of the Company.
 - 12.3. Subject to condition 12.1 and condition 12.2, if any of the Goods do not conform with the warranty in condition 12.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Purchaser shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
13. REJECTION
 - 13.1. Unless otherwise agreed in writing, and subject to Clause 12 hereof (WARRANTY), goods rejected as not complying with the contract must be rejected within fourteen working days of delivery to the Purchaser's premises or to such other place as the Purchaser shall have specified.
14. RETURN OF GOODS
 - 14.1. In no circumstances may goods supplied against a firm order be returned without the Purchaser having first applied for and obtained the written consent of the Company. A handling charge may be deducted from any credit allowed by the Company where it is established that the reason for the return of goods was not the subject of Clause 6 hereof or due to any error on the part of the Company.
 - 14.2. Products with remote or integral emergency cannot be accepted for return under any circumstances.
 - 14.3. Orders for specials i.e., variations to standard products or products not defined as stock items, are ordered, and supplied on a strictly non-returnable basis.
 - 14.4. Non-cancellable order basis. Under no circumstances will the company accept returns in full or partial quantities.
15. LIMITATION OF LIABILITY
 - 15.1. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
 - 15.2. Nothing in these conditions excludes or limits the liability of the Company:
 - 15.2.1. for death or personal injury caused by the Company's negligence; or
 - 15.2.2. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability.
16. CONSEQUENTIAL LOSS
 - 16.1. Save as may be expressly provided for herein the Company shall not be liable for any consequential loss suffered by the Purchaser, and in particular the Company shall not be liable for any costs claims or damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.
17. COPYRIGHT
 - 17.1. All drawings descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein.
18. FORCE MAJEURE AND OTHER CIRCUMSTANCES
 - 18.1. The Company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times of delivery, if the manufacture of the goods by the Company or the Company's suppliers, or the delivery of the goods or the performance by the Company of any of its obligations under the contract is hindered or delayed whether directly or indirectly by reason of the Purchaser failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock-out, or other form of industrial action, accidents or stoppages to works, shortage of labour materials equipment, fuel or power, breakdown of machinery or any other cause whatsoever beyond the reasonable control of the Company or its sub-contractors, whether or not such cause exists at the date of the order.
19. RISK
 - 19.1. The risk in the goods shall pass to the Purchaser immediate on delivery of the goods to the Purchaser.
20. RETENTION OF TITLE
 - 20.1. The property in the goods shall remain with the Company, which reserves the right to dispose of the goods until:
 - 20.1.1. payment in full for all the goods has been received by it in accordance with the terms of this contract or until such times as the Purchaser sells the goods to its customers by way of bona fide sale in the ordinary course of business at a price not less than that due to be paid by the Purchaser to the Company in respect thereof.
 - 20.1.2. payment of all other sums due from the Purchaser to the Company on any accounts whatsoever has been received. While the goods remain the property of the Company the Purchaser shall keep the goods identifiable and separate from all other goods in its possession.
 - 20.2. Until such payment as aforesaid has been received in full by the Company the Purchaser shall be under an obligation to redeliver the goods to the Company if the Company so requires and the Company shall be entitled at any time to retake possession of the goods and for that purpose to enter upon any land or premises of the Purchaser where the goods may be for the time being. The Company shall be entitled, where the goods have been fixed or attached to any other product, to detach the goods in order to recover possession of them. Such redelivery or retaking of possession shall be without prejudice to the obligation of the Purchaser to purchase the goods.
 - 20.3. If the Purchaser sells any of the goods before the property in the goods has passed to the Purchaser, the Purchaser shall hold the proceeds of such sale in trust for the Company. The Purchaser shall, at the request of the Company, assign to the Company its rights to receive the proceeds of such sale.
21. BANKRUPTCY AND WINDING UP
 - 21.1. In the event of the Purchaser committing any breach of this contract, or if any distress or execution is levied upon the Purchaser, their goods or assets, or if the Purchaser enters into any negotiations for arrangement or composition with or for the benefit of their creditors or commits any act of bankruptcy or if any petition in bankruptcy shall be presented against him, or it, being a corporate body, the Purchaser shall be wound up or if any resolution is proposed or petition presented to wind up the Purchaser (not being a members' voluntary winding up for the purpose of reconstruction or amalgamation without insolvency), or if a receiver of the Purchaser's assets or undertaking or any part thereof shall be appointed or if the Purchaser shall be deemed to be able to pay its debts, the Company shall be entitled, without prejudice to any other claim or right or remedy which it may have, forthwith to suspend any or all deliveries until the default has been made good or to determine the contract or any unfulfilled part thereof.
 - 21.2. The Purchaser's right to possession of the Goods shall terminate immediately if:
 - 21.2.1. the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on their property or obtained against it, or fails to observe or perform any of their obligations under the Contract or any other contract between the Company and the Purchaser, or is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser ceases to trade); or
 - 21.2.2. the Purchaser encumbers or in any way charges any of the Goods; or
 - 21.2.3. the Purchaser has a bankruptcy order made against them or makes an arrangement or composition with their creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or
 - 21.3. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

- 21.4. The Purchaser grants the Company, its agents, and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.
- 21.5. Where the Company is unable to determine whether any Goods are the goods in respect of which the Purchaser's right to possession has terminated, the Purchaser shall be deemed to have sold all goods of the kind sold by the Company to the Purchaser in the order in which they were invoiced to the Purchaser.
- 21.6. On termination of the Contract, however caused, the Company's (but not the Purchaser's) rights contained in the conditions of sale shall remain in effect.

22. LEGAL CONSTRUCTION

- 22.1. All contracts to which these General Conditions of Sale apply shall be governed and construed in accordance with English Law and any dispute or difference in connection with these Conditions shall be submitted to the jurisdiction of the English Courts.