

**CoolLED TERMS & CONDITIONS**

The purchase of products from CoolLED is governed by these terms and conditions. Please read the following terms and disclaimers carefully. By accessing this site, you agree to be bound by these terms and conditions.

- 1. GENERAL** In these conditions the expression "the Company" means CoolLED Ltd. and the expression "the Buyer" has the same meanings as in the Sale of Goods Act 1979. "The Contract" means the contract between the Company and the Buyer for the sale and purchase of goods. The headings to these conditions do not form part thereof. These conditions shall be interpreted and governed in all respects by the Law of England.
- 2. SCOPE** These conditions apply to all sales of goods and services by the Company to any Buyer and shall prevail over any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by a director of the Company and any purported provisions to the contrary are hereby excluded or extinguished.
- 3. PLACEMENT of an ORDER** Any order to provide goods or services must be made in writing and be accompanied by all the information and other relevant material (e.g. artwork) necessary for the Company to proceed with the order, otherwise the Company shall be at liberty to amend the tender prices to cover any increase in costs which has taken place after such acceptance.
- 4. CUSTOMER FURNISHED MATERIALS** Any free issue goods held at the premises of the Company are not insured. Should the Buyer wish the Company to insure free issue goods, then application should be made to the Company on receipt of this Acknowledgement. Any extra insurance premium incurred will be passed on to the Buyer.
- 5. ACCEPTANCE OF ORDER** The Company will provide a written quotation for any Goods or Service to be supplied. All typing and clerical errors are excepted and subject to correction. No contract shall be made until the Company has accepted in writing an order placed by the Buyer.
- 6. PRICE** Any prices quoted are exclusive of UK VAT and are based on costs current at the date of order acknowledgement or the date of the Company's quotation if earlier. The Company reserves the right at any time prior to delivery of the goods to adjust the price to take account of any increase in the costs to it of materials, taxes, labour or services or of any currency fluctuations which increase the costs to it of goods imported into the United Kingdom. Where tender prices quoted are based upon specifications as submitted to and or agreed with the Buyer and, after acceptance of the Company's tender, the Buyer requires any amendments, alterations or additions to the agreed specifications, the Company reserves the right to either:
  - (i) Amend its prices to cover and include such amendments, alterations or additions, or
  - (ii) Cease to continue with the Buyer's order in which case the Buyer will be liable to compensate the Company for any material or parts purchased contracts entered into, work already completed and in hand. All orders received are subject to surcharges in respect of minimum order value. Where agreed call offs are not adhered to by the Buyer, the Company reserves the right to amend the price charged in accordance with the quantities delivered.
- 7. RELEASE DOCUMENTATION** Where the Buyer requests items to be supplied with release certificates, the Company reserves the right to make an extra and reasonable charge for providing such certificates.
- 8. DELIVERY** Prices quoted are "ExWorks" and the method of despatch will be by normal Post, for which a charge will be levied to partially defray the cost incurred. Where other methods or despatch are made at the request of the Buyer then the total costs so incurred will be charged to the Buyer. Additional charges may also be made for other than the Company's normal commercial packaging where the same has been specifically requested by the Buyer or the Company at its own discretion deems it appropriate to employ other than normal packaging.

- 9. LIABILITY** (i) Any times quoted for despatch will date from receipt by the Company of a written order accompanied by all necessary information drawings and other relevant material (eg artwork) to enable the Company to proceed. All such times are to be treated as reasonable estimates and the Company shall not suffer penalty or other such action by the Buyer for failure to despatch within such time. In all cases, whether a time for despatch be quoted or not the time for despatch shall be extended by a reasonable period if the delay is caused by instructions or lack of instruction from the Buyer, by industrial dispute or by any cause whatsoever beyond the Company's reasonable control.(ii) Although all reasonable care is always taken to recommend the use of appropriate components and to advise and assist in the correct installation, the Company cannot accept any liability whatsoever for the incorrect functioning of these components after the delivery or installation or for any consequential loss, injury or damage which may result from their use and the Company's liability is strictly limited to the replacement value of components which are shown to have been faulty when despatched.
- 10. PENALTY CLAUSE** Penalty clauses on Buyer's orders or contracts cannot be accepted unless a specific undertaking thereto in writing is given by the Company covering each order or contract concerned. Such an undertaking will not be valid unless signed by a Director of the Company.
- 11. LOSS OR DAMAGE IN TRANSIT** Non-receipt of goods must be notified to the Company within 14 days from advice of despatch. In the case of goods damaged in transit, notification must be made to the Carriers within 3 days after receipt.
- 12. PAYMENT** (i) All accounts are strictly net. Payment must be made within 30 days from the date of the relevant invoice. If the Company's terms of payment are not observed, the Company reserves the right to suspend deliveries notwithstanding any estimate despatch dates.(ii) The Company reserves the right to charge interest on any overdue accounts at a rate of 3% above the HSBC Bank base rate.(iii) In addition to any right of lien to which the Company may be entitled by law the Company shall (in the event of the Buyer's insolvency) be entitled to a general lien on any or all of the Buyer's goods in the Company's possession (although such goods may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer under the same or any other contract.
- 13. TITLE** The goods shall remain the sole property of the Company until payment therefore has been received by the Company in full and the buyer shall in the meanwhile, if so required by the Company, keep the goods marked and/or separately stored so as to be clearly identifiable as the Company's property. This condition is subject to the provision that the risk of loss or damage to the goods, shall subject to condition 10, pass to the Buyer on despatch from the Company.
- 14. ACCEPTANCE** The Buyer shall not be entitled to reject any delivery of the Products by reason of any defect(s) therein unless notice thereof shall have been given to the Company in writing within 14 days of the date of delivery. If the Buyer shall fail to notify the Company within the said period, the Buyer will be deemed to have accepted the delivery in question. The Company reserves the right to deliver known non-conforming material to the Customer provided that in all such instances the Company declares the known non-conformance in writing to the Buyer. Acceptance or rejection of such non-conforming material shall be in accordance with the aforesaid provisions of this clause. However, where the non-conformance is attributable to defects in the Buyer supplied design, material, documentation, jigs, test equipment or other aspects of the material under the control of the Buyer, the Buyer shall accept the non-conforming material as if it were conforming.
- 15. WARRANTY** After delivery of the goods specified in the Buyer's order all liability on the part of the Company shall cease except where any goods become defective due to bad workmanship or faulty materials within 12 months of the date of delivery and the Buyer gives written notice to the Company within 7 days of the defect becoming apparent. The same conditions apply for the LED component of the goods where a 36 month period applies. The Company undertakes at their option to either replacement defective goods or to refund a sum equal to

the net invoiced value of the defective goods. This warranty is only valid if defects have occurred during normal and proper operational use in accordance with the Company's published specifications or if appropriate, to any written specifications accepted in writing by the Company and does not extend to the defects which the Company considered to be due to faulty or inadequate maintenance or handling by the Buyer or an agent of the Buyer or due to alterations carried out without the Company's prior authorisation in writing. The responsibility of the Company is limited to the obligations set out in this warranty in respect of goods delivered under the Buyer's Order or in replacement therefore.

- 16. CANCELLATION OR AMENDMENTS** (i) Cancellation and or amendment of Orders will only be accepted upon terms which suitably indemnify the Company against any actual or anticipated loss resulting from such cancellation or alteration. If any order or delivery is so cancelled or altered, the Buyer shall indemnify the Company on demand against all losses (including loss of profit), costs (including the costs of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation or suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes.(ii) In mitigation of any loss or anticipated loss, the Company reserves the right to suspend deliveries or alternatively cancel any unfulfilled part of any Order in whole or part if the Buyer fails to fulfil any obligation thereunder but without prejudice to the Company's legal rights for breach of Contract.
- 17. RETURNS** The Company will not accept return of materials correctly supplied in accordance with order unless agreement in writing from the Company is previously obtained by the Buyer. Any non-conforming goods returned for rework or reject must contain full details of the invoice number under which they were originally delivered.
- 18. TOOLS** All special tools, dies, moulds, fixtures and other equipment manufactured constructed or obtained to implement the order pursuant to or resulting from a quotation will remain the property of the Company unless otherwise stipulated in writing by the Company. This condition will apply regardless of any condition expressed or implied by the Buyer.
- 19. TECHNICAL DATA** Whilst every effort has been made to ensure the accuracy of any technical data provided to the Buyer, the Company accepts no liability in respect of any contingency arising from errors or omissions. Any performance figures quoted by the Company for its products are based on reasonable estimates, and are not guaranteed.
- 20. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS** The Buyer shall indemnify the Company against all claims, costs, etc., arising out of any infringement or alleged infringement of Letters Patent, Copyright or Registered Designs and for which the Company may become liable through performance of an Order in accordance with the Buyer's specifications.
- 21. COUNTRY OF ORIGIN** Unless otherwise confirmed nothing in this document shall be taken as a representation of the source of origin, or manufacture, or production of the goods or any part thereof.
- 22. THIRD PARTY RIGHTS** (i) Consequential Damages: in no event shall the Company be liable for special, incidental or consequential damages.

**Failure to enforce any particular clause shall not be taken as a waiver of any other clause.**