

EMPRICS GROUP LTD

STANDARD TERMS AND CONDITIONS OF SALE

For the supply of Goods by EMPRICS Group Ltd

EMPRICS Group Ltd <i>Standard Terms & Conditions</i>	Registered in England and Wales, Company No. 11887206 VAT No. TBC Registered Office: 3rd Floor, Lawford House, Albert Place, London, N3 1QA Trading Address: 76 Lincoln Road, High Wycombe, Buckinghamshire, HP12 3RH
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INTERPRETATION

The words within this document mean the following:

"Buyer" means a person(s), firm or business from whom an order to supply Goods is received by the Company;

"Buyer Materials" means any documents or other materials, data or other information provided by the Buyer relating to the Goods;

"Company" means EMPRICS Group Ltd (Company Number 11887206);

"Company Materials" means any documents or other materials, data or other information provided by the Company relating to the Goods;

"Conditions" means the standard terms and conditions of sale as set out within this document, together with any special terms and conditions agreed in writing between the Buyer and the Company;

"Contract" means any Contract between the Company and the Buyer for the sale of Goods;

"Goods" means any Goods (or parts thereof) to be supplied to the Buyer by the Company;

"Warranty" means the EMPRICS Group Ltd Seven Year Product Warranty (including Appendix A — Return to Base Procedure), as current at the date of the Contract, which governs product warranty coverage and claim procedure and is incorporated into these Conditions by reference.

1. CONTRACTUAL AGREEMENT

- 1.1 A Contract between the Company and the Buyer on the terms set out in these Terms and Conditions will come into force on written confirmation and acceptance of the Buyer's order. Where payment is required on a Pro Forma basis, the Company shall not be bound to supply until payment is received; but receipt of payment shall not by itself constitute acceptance unless accompanied by written confirmation.
- 1.2 All Goods are subject to availability. If, following acceptance of an order, the Company is not able to supply the Goods in question, the Buyer will be informed and the order will not be processed. If payment for the Goods has already been made, the Company will refund the Buyer the full amount as soon as practicably possible.

- 1.3 These terms and conditions may vary from time to time. Each time an order is placed for Goods from the Company, the terms and conditions in force at that time will apply to the Contract between the Buyer and the Company.

2. APPLICATION OF TERMS

- 2.1 These Conditions apply to the Company's sales of Goods; any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order or any other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.4 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.
- 2.5 Orders should be in writing and should state the Buyer's relevant order number.
- 2.6 No order placed by the Buyer shall be deemed to be accepted by the Company until the Company issues a written acknowledgement.
- 2.7 The Buyer must ensure that the terms of any order or related document are complete and accurate.
- 2.8 When an order is placed against a Company quotation, the Buyer accepts responsibility for ensuring that the Goods quoted are suitable for the Buyer's intended purpose, including quantity, type, colour, optic, LED specification, electrical characteristics, dimensions, attachments, accessories, mounting type and any necessary accessories. The Company shall remain responsible for the accuracy of all details, descriptions and specifications contained in its quotation.
- 2.9 Where proof-of-concept or sample Goods have previously been supplied and approved by the Buyer, all subsequent Goods of the same type shall conform in all material respects to the approved samples in construction, performance, functionality, technical specifications and visual appearance, unless otherwise agreed in writing by the Buyer.
- 2.10 Any queries or inaccuracies with the Goods stated in the Sales Order Acknowledgement or Pro Forma Invoice must be raised in writing within three working days of the date of the Sales Order Acknowledgement or Pro Forma Invoice. If no written instruction is given to the contrary, the Company will supply the products to the latest specification in its possession.
- 2.11 Unless otherwise stated, any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.12 Any advice or recommendation given by the Company, or its employees or agents, to the Buyer, or its employees or agents, as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.13 No order which has been accepted by the Company may be cancelled by the Buyer, except with the agreement in writing from the Company and on terms that the Buyer shall indemnify the Company in full against all direct and proven loss, costs, damages, charges and expenses reasonably and demonstrably incurred by the Company as a result of the cancellation. The parties shall not be liable to each other for any special, indirect or consequential damages.

- 2.14 Goods of a bespoke nature (which may include, but not be limited to, Goods that do not appear on the Company website with a full part number, or Goods with a product code with prefix BS) are not cancellable or returnable by the Buyer without the Buyer incurring a full charge for the Goods. This provision shall not affect the Buyer's rights in respect of defective or non-conforming Goods, which shall remain returnable or replaceable in accordance with the provisions of this Agreement and the Warranty.
- 2.15 For standard Goods an order cancellation charge will be payable, the amount of which will be negotiated between the Company and the Buyer at the time of cancellation, dependent on the timeline between order placement and cancellation. The Company's decision shall be final.
- 2.16 Any Goods returned must be in their original packaging and in a resaleable condition. Goods returned will be subject to a re-stocking fee of 50% of the original invoice value. Bespoke Goods (see clause 2.14) are not eligible for return.

3. DESCRIPTION

- 3.1 All descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company Materials are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.
- 3.2 The Buyer should always ensure that the Goods as specified in the quotation are suitable for the intended purpose before commencing installation, bulk production or investment in tooling.
- 3.3 The Company reserves the right to make any changes to Goods which are required to conform with any applicable safety or other statutory requirements, provided that such changes shall not result in material changes to the construction, performance, functionality, technical specifications and visual appearance of the Goods.

4. DELIVERY

- 4.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. Notwithstanding this provision, the Company shall use all reasonable endeavours to deliver within the timeframe stated, and in any event within a reasonable period not exceeding twelve (12) weeks from acceptance of the Buyer's order unless otherwise agreed in writing. Where delay exceeds that period, the Buyer may cancel the order without penalty.
- 4.2 Subject to the other provisions of these Conditions, the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused indirectly by any delay in the delivery of the Goods.
- 4.3 If the Company fails to deliver the Goods within a reasonable time, the Buyer may (by informing the Company in writing) cancel the Contract, however:
- (a) The Buyer may not cancel the order if the Company receives notice after the Goods have been dispatched, or if the products ordered are of a bespoke nature and the delay has been advised in advance of acceptance of the order by the Company;
 - (b) if the Buyer cancels the Contract, the Buyer can have no further claim against the Company under that Contract;
 - (c) if the Buyer accepts delivery of Goods after the estimated delivery time, it will be on the basis that the Buyer has no claim against the Company for delay (including indirect or consequential loss).

- 4.4 The Company may deliver the Goods by instalments, and each instalment shall be treated as a separate Contract, so that failure to deliver or any defect in one or more instalments shall not entitle the Buyer to reject the other instalments.
- 4.5 The Company may decline to deliver Goods if:
- (a) it believes that it would be unsafe, unlawful or unreasonably difficult to do so; or
 - (b) the premises (or the access to them) are unsuitable for the Company's vehicle or the vehicle of the Company's appointed courier.
- 4.6 Goods may be delivered on pallets (see clause 7.6).
- 4.7 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the address detailed in the Buyer's order.
- 4.8 If the Buyer unreasonably refuses to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations, the Company may store the Goods until delivery, whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).
- 4.9 The Buyer will provide at its expense adequate and appropriate equipment and manual labour for unloading the Goods at the delivery point.
- 4.10 The Goods may be delivered by the Company in advance of the quoted date of delivery upon giving reasonable notice to the Buyer.
- 4.11 Risk of damage to, or loss of, the Goods delivered by the Company shall pass to the Buyer at the time of delivery.

5. NON-DELIVERY

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer.
- 5.2 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK AND TITLE

- 6.1 The Goods are at the Buyer's risk from the time of safe and proper delivery.
- 6.2 Delivery takes place either:
- (a) at the Company premises (if the Buyer is collecting them or arranging carriage); or
 - (b) at the Buyer's premises or at an address specified by the Buyer (if the Company is arranging carriage).
- 6.3 The Buyer must inspect the Goods on delivery. If any Goods are damaged or not delivered, the Buyer must write to the Company within seven (7) working days of delivery. The Buyer must give the Company (and any courier the Company has used) a fair chance to inspect the damaged Goods prior to the Company agreeing responsibility.
- 6.4 In the case of Goods to be collected by the Buyer, the Goods are at the risk of the Buyer from the point of collection.
- 6.5 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it from the Buyer on any account.

- 6.6 Until ownership of the Goods has passed to the Buyer, the Buyer must: hold the Goods on a fiduciary basis as the Company's Bailee; store the Goods (at no cost to the Company) separately from all other Goods in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and maintain the Goods in satisfactory condition.
- 6.7 The Buyer may resell the Goods before ownership has passed to it on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.8 If the Buyer resells any of the Goods on a retail basis, it will be responsible for complying with all applicable laws and for the provision of proper labels and instructions as required by any authority empowered to make any requirements as to the sale or installation of such Goods.
- 6.9 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any relief for insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation except a solvent voluntary liquidation for the purpose of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;
 - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other Contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the Buyer ceases to trade; or
 - (c) the Buyer encumbers or in any way charges any of the Goods.
- 6.10 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.

7. PRICE

- 7.1 The price for the Goods shall be exclusive of any value added tax, which shall be paid at the rate and in the manner for the time being provided by law, and any other applicable duties, imposts and taxes.
- 7.2 All quotations lapse after 30 days (unless otherwise stated).
- 7.3 Prices shall be fixed upon order confirmation. Any variation may only occur with the Buyer's prior written agreement.
- 7.4 Unless otherwise agreed by the Company in writing (and except in cases of obvious error), the price for the Goods shall be the price set out in the Company's price list as in force at the date of invoice, or as quoted by the Company for special projects.
- 7.5 Where the Buyer requires the delivery of Goods to be on pallets, a charge of 0.5% of the total price payable for the Goods shall be added to the price.
- 7.6 Where it is necessary to dispatch Goods in crates, cases, pallets or other such packing, a charge will be applied. Unless otherwise specified, this amount will be credited in full on the return, within one month, of such crates and pallets in good condition carriage paid. No charge is made for any other form of packaging and no credit will be allowed for its return.

- 7.7 Except as otherwise stated under the terms of any quotation or agreed in writing by the Company, all prices are ex-works and the Buyer is liable to pay the Company's transport charge.
- 7.8 Where the Company and the Buyer agree a discount in respect of the Company's price list, any such discount will only apply where confirmed by the Company in writing.

8. PAYMENT

- 8.1 The Buyer is to pay the Company in cash or in cleared funds on or prior to delivery, unless the Buyer has an approved credit account.
- 8.2 If the Buyer has an approved credit account, payment is due no later than end of month following the month of invoice from the Company unless otherwise agreed in writing.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 8.5 If the Buyer fails to pay the Company in full on the due date, the Company may (provided that the Company shall not exercise its rights under this clause where the Buyer has retained or withheld a proportion of the price in good faith due to a bona fide dispute notified in writing within twenty-eight (28) days of delivery or discovery of the alleged defect, and then only in respect of the value of the Goods in dispute):
- (a) suspend or cancel future deliveries;
 - (b) cancel any discount offered to the Buyer;
 - (c) charge the Buyer interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment;
 - (d) claim fixed sum compensation from the Buyer under the Late Payment of Commercial Debts (Interest) Act 1998 to cover the Company's credit control overhead costs;
 - (e) recover the cost of taking legal action to make the Buyer pay; and
 - (f) appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).
- 8.6 If the Buyer has an approved credit account, the Company may withdraw it or reduce the credit limit or bring forward the Buyer's due date for payment. The Company may take any of these actions at any time and without notice.
- 8.7 The Buyer shall be entitled to set off any sums properly due from the Company to the Buyer (including credits, refunds, or warranty claims) against amounts otherwise payable under this or any related Contract.
- 8.8 Whilst the Buyer owes money to the Company, the Company has a right to keep any property it may hold of the Buyer's until the Buyer has paid the Company in full (a lien).
- 8.9 The Buyer is to indemnify the Company in full and hold it harmless from direct expenses and liabilities the Company may incur following any breach by the Buyer of any of its obligations under these terms.
- 8.10 The price for Goods is due within 30 days of the end of the month in which it is invoiced, unless payment is on a pro-forma basis, in which case it is required prior to delivery. Time for payment shall be of the essence.

- 8.11 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

9. PAYMENT DISPUTES AND DEBIT NOTES

- 9.1 If the Buyer operates a debit note system, debit notes will only be accepted by the Company if raised in respect of the following matters: incorrect Goods supplied, pricing discrepancies, delivery shortages, damaged Goods, faulty Goods, or cancellation.
- 9.2 All requests to return Goods to the Company must be agreed in writing by the Company before any debit note is raised by the Buyer.
- 9.3 Debit notes will only be accepted by the Company if:
- (a) they include details of the invoice to which they relate;
 - (b) they are received by the Company within 28 days of delivery or discovery of defect, whichever is later;
 - (c) they are notified to the Company on the day that they are raised; and
 - (d) they relate to the value of Goods in dispute and not the value of the whole invoice (except where the value of the whole invoice is in dispute).
- 9.4 In no circumstances will debit notes be accepted by the Company in relation to invoices which have either been subject to a prompt payment discount or which are the subject of a dispute raised by the Buyer more than 5 days after the date on which the invoice is due for payment.

10. SAMPLES

- 10.1 Unless otherwise expressly agreed by the Company, all samples submitted with a quotation or at the Buyer's request must be returned within 60 days of receipt. The Company shall be entitled to charge for the samples if they are not returned.
- 10.2 The Company reserves the right to make any changes to the specifications of Goods that are necessary to ensure that the Goods conform to any applicable safety or statutory requirements, and to make changes or amendments to the Goods specification that the Company deems necessary or desirable, without prior notice.

11. STORAGE

- 11.1 If the Company does not receive forwarding instructions sufficient to enable it to despatch the Goods within 14 days after notification of the Goods being ready for delivery, the Buyer will take delivery or arrange for storage. If the Buyer does not take delivery or arrange for storage, the Company shall be entitled to invoice and be paid for the Goods as though the Goods had been delivered. The Company may arrange storage either at its own works or elsewhere on the Buyer's behalf, and all reasonable charges incurred by the Company as a result of such delay, including storage and insurance, shall be payable by the Buyer.

12. PERFORMANCE

- 12.1 Any data, technical information or performance figures provided by the Company are based on tests performed under standard conditions at the Company's premises, or at the premises of the Company's suppliers. They are believed to be accurate but cannot be guaranteed under different conditions.

12.2 All Goods are carefully inspected and, where practicable, submitted to standard tests at the Company's works or at the Company's suppliers before dispatch. If tests other than those specified or tests in the presence of the Buyer or the Buyer's representatives are required, these will be charged for. In the event of any delay on the Buyer's part in attending tests after the Buyer has received seven (7) days' notice that the Company is ready to perform the tests, the tests will proceed in the Buyer's absence. The Buyer agrees to accept and pay for such tests as if they had been performed in its presence.

13. TITLE

13.1 Until the Buyer pays all debts to the Company:

- (a) all Goods supplied remain the property of the Company;
- (b) the Buyer must store them so that they are clearly identifiable as property of the Company;
- (c) the Buyer must insure them (against the risks for which a prudent owner would insure them);
- (d) the Buyer may use those Goods and sell them in the ordinary course of its business, but not if the Company revokes that right (by informing the Buyer in writing), or if the Buyer becomes insolvent.

13.2 The Buyer must inform the Company (in writing) immediately if it becomes insolvent.

13.3 If the Buyer's right to use and sell the Goods ends, the Buyer must allow the Company to remove the Goods.

13.4 The Company has the Buyer's permission to enter any premises where the Goods may be stored:

- (a) at any time, to inspect them; and
- (b) after the Buyer's right to use and sell them has ended, to remove them, using reasonable force if necessary.

13.5 Despite the Company's retention of title to the Goods, the Company has the right to take legal proceedings to recover the price of Goods supplied should the Buyer not pay the Company by the due date.

13.6 The Buyer is not an agent of the Company and holds no authority to make any Contract on the Company's behalf or in the name of the Company.

14. PRODUCT WARRANTY

14.1 Product warranty coverage for Goods is governed exclusively by the EMPRICS Group Ltd Seven Year Product Warranty (including Appendix A — Return to Base Procedure), as current at the date of the Contract ("the Warranty"). The Warranty is incorporated into these Conditions by reference. A copy of the Warranty is available on request and may be viewed at www.emprics.com/warranty.

14.2 The Warranty sets out, without limitation:

- The duration of product warranty coverage, including seven (7) years for LED luminaires and three (3) years for batteries and rechargeable cells incorporated within emergency lighting products;
- The conditions of coverage, including warranty registration, installation compliance, operating conditions, lumen maintenance standards, electrical supply tolerances, thermal management, and environmental limits;
- The mandatory claim procedure (written notification, Returns Authorisation, return, and technical inspection) set out in the Return to Base Procedure at Appendix A;

- The available remedies, which may at the Company's sole discretion include repair, replacement, advance replacement, or the issuance of a credit note, but (save where consumer-protection law requires otherwise) do not include a cash refund;
- The exclusions from coverage.

14.3 The Company warrants that upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. The Company further warrants that the Goods comply with the description on the Sales Order Acknowledgement or Pro Forma Invoice.

14.4 Where the Buyer is a consumer within the meaning of section 2(3) of the Consumer Rights Act 2015, nothing in these Conditions or the Warranty operates to exclude, limit, or restrict any statutory right of that consumer that cannot lawfully be excluded or restricted. In consumer supplies the Warranty is offered in addition to, and not in substitution for, those statutory rights.

14.5 Compliance with the Warranty claim procedure (including the Return to Base Procedure at Appendix A) is a condition precedent to any warranty remedy. No warranty remedy will be authorised, issued, or fulfilled until the defective product has been returned to the Company and subjected to technical inspection in accordance with that procedure.

14.6 In the event of any inconsistency between these Conditions and the Warranty on matters relating to product warranty coverage or the claim procedure, the Warranty shall prevail.

15. OUR LIABILITY

15.1 The Company does not in any way exclude or limit liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); and
- (d) defective products under the Consumer Protection Act 1987.

15.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.

15.3 Subject to clause 15.1, the Company and the Buyer will under no circumstances whatever be liable to the other party, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Goods for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

15.4 Subject to clause 15.1, the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Goods, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the price of the Goods. This limitation shall not apply to liability arising from death, personal injury, or damage to property caused by the Company's negligence or by defective Goods, for which the Company shall remain fully liable to the extent permitted by law.

- 15.5 Except as expressly stated in these terms and in the Warranty, the Company gives no other representation, warranty or undertaking in relation to the Goods. All terms implied by statute or common law are excluded to the extent permitted by law.
- 15.6 The Buyer warrants that any installation of the Goods will be performed by properly trained staff, in accordance with the Company's product installation instructions (given in written, electronic, or verbal form), and agrees that it shall be solely responsible for any use to which the Goods are put after delivery.

16. SPECIFICATION

- 16.1 If the Company prepares the Goods in accordance with the Buyer's specifications or instructions, the Buyer must ensure that:
- (a) the specifications or instructions are accurate;
 - (b) Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which the Buyer intends to use them; and
 - (c) the Buyer's specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
- 16.2 The Company reserves the right:
- (a) to make any changes to the specifications of Goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
 - (b) to make changes or amendments to the Goods specification that the Company deems necessary or desirable, without prior notice.

17. RETURN OF GOODS

For the avoidance of doubt, returns relating to alleged product defects under warranty are governed by the Return to Base Procedure at Appendix A of the Warranty. This clause 17 governs all other returns.

- 17.1 The Company will accept the return of Goods from the Buyer only:
- (a) by prior arrangement (confirmed in writing);
 - (b) on payment of an agreed handling charge (unless the Goods were defective when delivered);
 - (c) where the Goods are as fit for sale on their return as they were on delivery;
 - (d) when the Buyer contacts the Company and requests a Goods Returns Number (GRN) and has quoted this when returning the Goods to the Company;
 - (e) when the Buyer returns the Goods within 60 days of being authorised the GRN; and
 - (f) on the basis that it is the responsibility of the Buyer to pay all transportation costs for the return of Goods to the Company.

18. EXPORT ITEMS

- 18.1 This clause 18 applies (except to the extent that it is inconsistent with any written agreement between the Company and the Buyer) where the Company supplies the Goods over an international border or overseas.
- 18.2 The "Incoterms" of the International Chamber of Commerce which are in force at the time when the Contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.

- 18.3 Unless otherwise agreed, the Goods are supplied ex works the Company's place of manufacture or distribution.
- 18.4 Where the Goods are to be sent by the Company to the Buyer by a route including sea transport, the Company is under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 18.5 The Buyer is responsible for arranging testing and inspection of the Goods at the Company's premises before shipment (unless otherwise agreed). The Company is not liable for any defect in the Goods which would be apparent on inspection unless a claim is made before shipment. The Company is not liable for any damage during transit.
- 18.6 The Company will not be liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of section 26(3)(b) of the Unfair Contract Terms Act 1977).

19. REJECTION

- 19.1 Unless otherwise agreed in writing, Goods rejected as not complying with the Contract must be rejected within seven (7) working days of delivery to the Buyer's premises or to such other place as specified by the Buyer.

20. CANCELLATION

- 20.1 The Buyer may not cancel the order unless the Company agrees in writing (and clauses 4.3(b) and 20.2 then apply).
- 20.2 If the Buyer cancels the order, the Buyer shall pay the Company for any reasonable, evidenced costs actually incurred up to the date of cancellation. This shall not apply where cancellation arises from the Company's delay or non-performance in accordance with the provisions of this Agreement, in which case no cancellation charge shall be payable.
- 20.3 The Company may suspend or cancel the order, by written notice, if:
- (a) the Buyer fails to pay the Company any money when due (under the order or otherwise);
 - (b) the Buyer becomes insolvent; or
 - (c) the Buyer fails to honour its obligations under these terms.

21. WAIVER AND VARIATIONS

- 21.1 Any waiver or variation of these terms is binding in honour only unless:
- (a) made (or recorded) in writing;
 - (b) signed on behalf of each party; and
 - (c) expressly stating an intention to vary these terms.
- 21.2 All orders placed by the Buyer with the Company will be on these terms (or any that the Company may issue to replace them). By placing an order with the Company, the Buyer is expressly waiving any printed terms it may have to the extent that they are inconsistent with the terms of the Company.

22. INTELLECTUAL PROPERTY

- 22.1 The property and any copyright or other intellectual property rights in any Buyer Materials shall belong to the Buyer, and any Company Materials shall, unless otherwise agreed in writing between the Buyer

and the Company, belong to the Company, subject only to a licence in favour of the Buyer to use the Company Materials for the purposes of receiving the Goods.

23. FORCE MAJEURE

23.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

24. WEEE — UNITED KINGDOM BUSINESS CUSTOMERS ONLY

24.1 For the purposes of this clause, 'WEEE' means waste electrical and electronic equipment as defined in the WEEE Regulations. 'WEEE Regulations' means The Waste Electrical and Electronic Equipment Regulations 2013 (as amended, replaced and/or modified from time to time).

24.2 The Buyer shall:

- (a) be responsible for financing the cost of collection, treatment, recovery and environmentally sound disposal by an approved, authorised treatment facility of all WEEE arising or deriving from the Goods, and all WEEE arising or deriving from goods placed on the market prior to 13 August 2005 where such goods are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function;
- (b) comply with all obligations placed upon it by the WEEE Regulations in respect of all WEEE referred to above; and
- (c) provide to the Company and the Company's WEEE producer compliance scheme operator with such data, documents, information and other assistance as the Company and/or such scheme operator may from time to time reasonably require to enable the Company to comply with its obligations pursuant to the WEEE Regulations.

24.3 The Buyer shall be responsible for all costs and expenses arising from and relating to the obligations in clause 24.2. The Buyer agrees and accepts that it shall not dispose of WEEE through municipal waste streams.

25. GENERAL

25.1 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

25.2 If the Buyer is more than one person, each is liable for all of the Buyer's obligations under these terms (joint and several liability).

25.3 If the Buyer places an order on behalf of a business, by ordering Goods from the Company, the Buyer confirms that it has the authority to bind that business.

25.4 If any of these terms are unenforceable as drafted:

- (a) it will not affect the enforceability of any other of these terms; and
- (b) if it would be enforceable if amended, it will be treated as so amended.

- 25.5 If any provision or part of a provision of the Contract is found by any court or other body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable, it shall be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 25.6 The Company may treat the Buyer as insolvent if:
- (a) the Buyer is unable to pay its debts as they fall due; or
 - (b) the Buyer (or any item of the Buyer's property) becomes the subject of any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy), any application or proposal for any formal insolvency procedure, or any application, procedure or proposal overseas with similar effect or purpose.
- 25.7 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any Contract between the Company and the Buyer, and the Buyer should not rely on them in entering into any Contract with the Company.
- 25.8 The Company shall not use the Buyer's name, logo, project details, testimonials, or any photographs or other visual or written references to the Buyer or the project for marketing, publicity, or promotional purposes without the Buyer's prior written consent in each instance.
- 25.9 Any notice by either the Company or the Buyer which is to be served under these terms may be served by delivering it by Recorded Delivery post to the other party's registered office or principal place of business. All such notices must be signed.
- 25.10 No Contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the Buyer or seller.
- 25.11 The Company may transfer its rights under a Contract between the Company and Buyer to another organisation. The Buyer may only transfer its rights with the prior written approval of the Company.
- 25.12 The only statements upon which the Buyer may rely in making the Contract with the Company are those made in writing by someone who is (or whom the Buyer reasonably believes to be) an authorised representative and either:
- (a) contained in the Company's estimate (or any covering letter) and not withdrawn before the Contract is made; or
 - (b) which expressly state that the Buyer may rely on them when entering into the Contract.
- 25.13 Each right or remedy of a party under the Contract is without prejudice to any other right or remedy of a party whether under the Contract or not.
- 25.14 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by a party of any breach of, or any default under, any provision of the Contract by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 25.15 Data Protection. The Company processes personal data relating to the Buyer (including names, business contact details, delivery addresses and correspondence) for the purposes of performing the Contract, operating the warranty, and complying with its legal obligations. The Company is the data controller in respect of such processing and complies with the UK General Data Protection Regulation and the Data Protection Act 2018. All data protection enquiries, subject access requests and notices under this clause should be directed to the Company's Data Protection Officer at dpo@emprics.com.

26. CORRESPONDENCE AND CONTACT

26.1 All formal notices between the parties shall be served in accordance with clause 25.9. For operational correspondence, the Buyer is asked to direct enquiries to the following mailboxes to ensure prompt handling:

- (a) Sales and quotation enquiries: sales@emprics.com
- (b) Technical, specification, photometric and Dialux data: specifications@emprics.com
- (c) Purchase order submissions and acknowledgements: orders@emprics.com
- (d) Invoicing, remittances and account queries: accounts@emprics.com
- (e) Warranty claims, returns and in-service support: warranty@emprics.com
- (f) Data protection enquiries and subject access requests: dpo@emprics.com
- (g) General correspondence not covered above: info@emprics.com

26.2 The Buyer may also contact the Company by telephone on the number set out at the foot of this document, or by post to the Trading Address shown in the identity panel above.

— END —