

TERMS AND CONDITIONS OF SALE FUTURE ARCHITECTURAL LIGHTING LTD

1. DEFINITIONS

“The Company” shall mean FUTURE ARCHITECTURAL LIGHTING LTD. “The Buyer” shall mean the person, company or firm by whom the goods are purchased. “The Goods” shall mean the goods that are the subject of the contract or contracts to which these conditions apply.

2. CONTRACT

Unless otherwise expressly agreed by the Company in writing:-

- (a) Every sale by the Company shall in every case be subject to these conditions to the exclusion of any other terms or document issued by the Buyer or the Buyers agents or otherwise arising whether expressly or by implication.
- (b) No representative or agent of the Company has authority to contract with the Buyer for the sale of the Goods or to amend, vary or waive these Conditions or to make any binding representations or warranty in respect of the Goods.

3. SPECIFICATIONS

Except as otherwise agreed in these conditions, all drawings, descriptive matter, samples, weights, dimensions, specifications, brochures, catalogues, price lists and advertising matter are published for the sole purpose of giving an approximate idea of the goods described therein and no information contained in any part of them or in any other document whatever shall form part of the contractual description of the Goods, nor shall they form part of any contract. The Company reserves the right to make without notices such reasonable modification in specifications, descriptions, designs, materials, colours of finishes as it deems necessary or desirable. The Buyer shall not be entitled to object to or reject the Goods or any of them by reason of such reasonable modifications.

4. DELIVERY

- (a) It is the Buyer's total responsibility to check quantities of products required. Any quotation supplied by the Company is indicative for estimating purposes only and does not form part of this Contract. It is the buyer's responsibility to advise The Company of any change in specification of the products from our latest Quotation. Any delivery dates given are approximate from receipt of any order and manufacturer's availability.
- (b) The cost of delivery will be as stated on any invoice, quotation or delivery note and will be paid by the Buyer.
- (c) Minimum order value is £250.00 Net. £20 small order charge if below.
- (d) No goods will be accepted for credit or replacement without prior arrangement with the Company.
- (e) Any claims for shortage or damage in transit must be notified immediately and confirmed in writing quoting all details to both the carriers and the Company within THREE days of receipt.
- (f) Non delivery of goods must be notified in writing to us within TWENTY ONE days of the date of invoice, quoting full details for the consignment.
- (g) Failure to comply with these instructions precludes our right to make any claim on the carriers and we are therefore unable to accept liability for claims not received within the stated period.

5. PAYMENT

Strictly NET, settlement due in 30 days from date of Invoice for Account Holders.

6. PASSING OF PROPERTY

- (a) Property of the Goods passes to the Buyer upon whichever is the last of the following events, namely, payment in full of the price of the Goods and payment in full of every sum which is due from the Buyer to the Company whether under the contract or otherwise howsoever.
- (b) Until the happening of the last such event the Buyer shall keep the Goods as bailes and shall in so far as may be possible, store them in such a way that they are identifiable as the property of the Company and separate from all other goods in the Buyers possession.
- (c) At any time before the happening of the last event mentioned in (a) above the Company may by notice in writing to the Buyer determine the Buyers right to sell the Goods and the Buyer shall thereupon return the Goods to the Company and shall cease to be in possession of the Goods with the consent of the Company and at any time after the giving of such notice the Company may enter upon any such premises where the Goods are or are reasonably believed to be and may remove them.
- (d) The Buyer shall be entitled to use or sell the Goods in the normal course of the Buyers business before the happening of the lat event mentioned in (a) above but only upon the following conditions:- If the Buyer sells the Goods and the sale shall be on behalf of the Company as owner thereof and the proceeds of any such sale shall be held in trust for the Company and in a separate identified account.
- (e) Notwithstanding the foregoing, the Goods are at the entire risk of the Buyer from the time of delivery.
- (f) Nothing in this Condition shall in any way limit or modify the Buyers obligation to pay for the Goods in accordance with these Conditions.

7. DESIGN PROTECTION

The Buyer shall not use the Goods for the purpose of designing or manufacturing identical goods, without the Company's prior consent. All patent, registered design, copyright and other industrial property rights in or in connection with the Goods which the Company may have shall remain the property of the Company.

8. TERMINATION

The Company shall have the right immediately to terminate the contract at any time upon occurrence of any of the following events:-

- (a) If the Buyer commits any act of bankruptcy or compounds or makes any arrangements with his creditors or executes a Bill of Sale on his goods or any of them or if any execution or distress is levied upon the goods or the Buyer.
- (b) If the Buyer being a Company is wound up either compulsorily or voluntarily or a receiver of its assets is appointed.
- (c) If the Buyer commits any breach of the contract. Upon any such termination the Company shall have the right t be paid the price of goods manufactured or sold prior to the date of termination and the Buyer shall take over and pay for at the current price such materials as have been allocated to the contract by the Company.

9. PROPER LAW

The proper law of all contracts with the Company be Scottish Law which shall govern in all respects the construction and effect of such contracts and of these conditions.

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Authorised signatory

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Please print name

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Position held in the Company

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Date