

IDEAL LIGHTS TERMS & CONDITIONS

All sales are made on the basis that (except as provided in Clause 3. below) no contract will come into existence (the "Contract") and no goods will be supplied by us on terms other than the Terms set out below. Any order placed on us by you shall be deemed to be subject to these Terms. Unless otherwise stated, any prices set out herein or in any related document or correspondence exclude Value Added Tax and any customs or excise duty.

1. In the following Clauses "we", "us" and "our" refers to meaning Ideal Presentations Limited trading as 'Ideal Lights', whose principal place of business is at Unit 10 Avondale Industrial Estate, Cwmbran, Torfaen, NP44 1UF incorporated in England and Wales under number 5427414; "you" and "your" refer to the person placing an order on us; "the Goods" means any products or services subject to these Terms.
2. If you are an agent acting on behalf of a known end-user, we may require details of the end-user to ensure that the rights and obligations of any related Contract apply to the person who is to acquire title to the Goods. Should you fail to disclose you are so acting or, having done so, do not promptly provide us with sufficient details of the end-user, we may without liability delay or refuse to fulfil any related Contract.
3. Unless other terms are accepted in writing by our authorised representative, replacing or amending all or part of these Terms, the Contract shall be on these Terms to the exclusion of any other terms whether or not they are endorsed upon, delivered with or referred to in any order or other document sent by you to us.
4. All prices quoted by us for Goods are valid for the specifications, quantities, delivery time(s), mode(s) of delivery and destination(s) set out in the Contract. Any changes in these by you shall be subject to our agreement and, if advised to us verbally, must be promptly confirmed to us in writing. Such changes may incur revisions to the relevant Contract prices and/or delivery times. We shall notify you of any such revisions and we shall deem these to have been accepted by you unless you advise us otherwise in writing within 5 (five) days of the date of such notice.
5. If no destination is specified in the Contract, freight costs to whatever destination you later advise us shall be additional and shall be calculated on the most cost-effective basis available to us at the time, taking into account any special delivery requirements.
6. Delivery of the Goods shall be Ex-Works for direct sales over the counter and, unless otherwise stated. Risk and title in the Goods shall pass to you on delivery. We reserve the right to make multiple deliveries to fulfil the Contract if we consider it reasonable in the circumstances and charge you accordingly.
7. Any times quoted by us for completion of the Contract shall be deemed to date from receipt by us of full instructions to proceed and of all necessary information to enable us to fulfil the Contract. Subject to this, we shall use all reasonable endeavours to complete the Contract within the time agreed and in case of delay thereafter we shall redirect the Goods to such revised destination(s) as you may advise using the most appropriate method of transport and we shall bear the additional costs of such transport.
8. The manufacture backed warranty is only applicable to the party purchasing the goods directly from us. We warrant that the goods will be free from defects in material and workmanship. The foregoing manufacture backed warranty shall be valid for the period mentioned in the applicable manufacture backed warranty policy. If the goods fails to operate in accordance with this manufacture backed warranty we will provide free replacement of the failed goods subject to the applicable manufacture backed warranty policy and the limited manufacture backed warranty terms and conditions set forth below.
 - a. The manufacture backed warranty is only valid to you if the goods covered by this manufacture backed warranty are returned by you in accordance with the manufacture backed warranty claims procedure.
 - b. If the goods fail to operate in accordance with the manufacture backed warranty, we will provide a free replacement subject to the manufacture backed warranty policy, and the terms and conditions below.
 - c. Any claim made under the above manufacture backed warranty should be notified to us in writing within 7 (seven) days of discovery of the circumstances giving rise to the claim. We may reject any claims received after this period. The following information at least should be supplied:
 - i. Details of the failed products
 - ii. Installation date and invoice date and number
 - iii. Detailed problem description, number and % of failures
 - iv. Application, hours burned and switching cycles
 - v. Where the manufacture backed warranty claim is justified, we will pay for freight expenses for replacement goods, we may charge you for returned goods that are not found to be defective.
 - d. We will verify the validity of any claim under this Clause 8. And notify you of our decision within 14 (fourteen) days of receipt of your claim subject to receiving any relevant supporting information that we may reasonably require. We may also require the return of the Goods by you that are the subject of the claim.

- e. We are not responsible for any defects in the Goods caused by misuse or unauthorised repair or modification, or Acts of God.
 - f. Where we accept a manufacture backed warranty claim under this Clause, we will replace the defective Goods with Goods that comply with the Contract. In each case, we shall take all reasonable steps to remedy the default as promptly as possible and shall bear the direct costs of such remedial action, including any freight costs to you. If we choose to replace the product and are not able to do so because it has been discontinued or it is not available, we may refund you or replace the product with a comparable product.
 - g. The manufacture backed warranty given under this Clause 8. Is personal to you and may not be transferred to another party without our prior written approval by us.
 - h. The manufacture backed warranty only applies when the product has been properly wired and installed and operated with in the electrical values, operating ranges and environmental conditions provided in the specifications.
 - i. Third party products sold by us are not covered under this manufacture backed warranty.
 - j. We and / or the manufacture reserve the right to make the final decision on the validity of any manufacture backed warranty claim.
 - k. This is a limited manufacture backed warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective manufacture backed warranty policy and these terms and conditions. Upon request, our representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.
 - l. We cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).
 - m. Except as specifically provided in these Terms, we shall not be liable for any loss, damage or claim caused by any defect in the Goods or failure in performing the Contract except in case of death or personal injury directly due to our negligence, or that of our employees, servants or agents. All other liability, warranties or guarantees, statutory or otherwise, (including but not limited to warranties as to merchantability or suitability for a particular purpose) are expressly excluded to the maximum extent under law.
9.
 - a. We reserve the right to change the range and specification of products we offer at any time without prior notice. We will endeavour to advise you from time to time of such changes but shall not be responsible for any failure to do so.
 - b. If requested, we may offer you guidance and assistance in the selection and use of the range of products we offer, on the strict understanding that such guidance or assistance can only be based on the extent and quality of information provided to us on the applications or platforms where such products are to be used.
 - c. We shall not incur any liability arising from: i) statements by third parties accepted by us in good faith and repeated by us; or ii) oral statements that we have not confirmed in writing.
 10. You, your employees and agents enter our premises at your own risk and we shall not be liable for any loss or damage, except in the case of death or personal injury directly due to our negligence, or that of our employees or agents. While on our premises, you, your employees or agents agree to comply with our site regulations and obey all reasonable instructions given by our authorised personnel.
 11. If force majeure, labour dispute or other circumstances beyond the reasonable control of either party delay or render performance or completion of the Contract impracticable, the party so affected shall promptly inform the other party in writing and use all reasonable efforts to mitigate the effects of such event. Subject to the aforesaid, the affected party may without liability extend the time for performance or completion of the Contract by a period equivalent to the delay caused by such event. Should it be evident to either party that the delay in performance or completion is reasonably likely to exceed a month, they may on so notifying the other party in writing terminate the Contract without liability.
 12. Subject to Clause 11. Above, should you cancel or suspend the Contract or any part thereof then we may claim from you (without prejudice to our other rights) any resulting loss including, but not limited to, the cost of the Goods, packaging, labour and freight. If the Goods are on our current price list, we shall endeavour to sell them to another customer and, if successful, shall reduce your liability accordingly, after taking account of any costs involved in returning the Goods to stock. Where the Goods are not on our current price list, we shall be entitled to their entire cost and any related costs.
 13. We shall be entitled to assign, sub-contract or sub-let the Contract or any part thereof.

14. Unless otherwise stated, the price is based upon costs ruling at the date of the Contract. If, before despatch, the cost to us of performing the Contract is affected by any rise in the cost of the Goods, labour, packaging or freight or by the need for us to conform to any new regulation or other legislation, then the price shall be subject to fair adjustment by us to take into account such alteration in costs. We shall notify you of any such adjustment and you shall be deemed to have accepted the adjustment unless you promptly advise us otherwise in writing.
15. Unless otherwise provided by the Contract, you shall acquire no rights to any information, design, software, process, discovery, improvement or invention developed by us or by our suppliers beyond that of a non-exclusive user for such period and/or purpose as may be set out in the Contract.
16.
 - a. You warrant that no Goods supplied to you by us shall be reproduced or copied in any form without our prior written agreement nor shall you hold such Goods in any electronic medium that is accessible by third parties. You acknowledge that title to the intellectual property in such Goods remains with their original supplier and agree to assist us, at our expense, in maintaining the validity and enforceability of such intellectual property. You agree to notify us without delay of any actual, threatened or suspected infringement of such intellectual property.
 - b. Should you re-sell or transfer any Goods to a third party, you agree to use your best endeavours to secure the third party's prior written agreement to abide by the provisions of this Clause 16.
 - c. You agree to indemnify and hold us harmless against all losses, expenses and damages that we may suffer as a result of any breach of this Clause 16.
17. In case of your insolvency or bankruptcy, we shall be entitled to a general lien on all Goods ordered by you but not delivered (notwithstanding that such items may or may not be paid for) for the unpaid price of any Goods or other items delivered to you under this or any other contract.
18.
 - a. Unless otherwise agreed in writing, the Goods will be packed for transit in accordance with our standard practice and there shall be no refund of any charge made for packing.
 - b. Any claim for damages or shortages must be advised to us in writing within 7 (seven) days of receipt of the Goods. Any claim for non-delivery must be notified to us in writing no later than 7 (seven) days after the delivery time specified in the Contract.
19.
 - a. Unless otherwise agreed, payment shall be made in full within 30 (thirty) days of the date of our invoice to you. Time for payment is of the essence of the Contract.
 - b. Any queries on invoices must be advised to us in writing within 7 (seven) days of the date of the invoice. We shall respond as promptly as possible and in any case within 14 (fourteen) days of receipt by us of your written query.
 - c. Payments made by credit card will incur a 2.5% charge.
 - d. We reserve the right to charge interest on overdue accounts at a rate of 1.5% (one-and-a-half percent) per month or part thereof on all outstanding amounts due to us.
 - e. If there are unpaid invoices due to us under any other contracts between us and you or if you exceed your current credit limit with us, we may refuse to accept any further orders from you and/or postpone the despatch of Goods to you until such invoices have been paid and/or your outstanding credit reduced in line with your limit.
20. Each party agrees it shall hold in strictest confidence any technical, financial or commercial information it acquires from the other party under the Contract as well as any information acquired during negotiations prior to the Contract. The parties shall use such information solely for the purposes of the Contract and shall not disclose such information to any third party, unless: i) such information is in or comes into the public domain without breach of this Clause; or ii) has been independently developed by the receiving party; or iii) has been received from a bona fide third party entitled to disclose such information; or iv) disclosure is required under law or a similar overriding obligation.
21. Failure by either party to enforce any rights under the Contract shall not be construed as a waiver of those rights.
22. If a court or other competent authority holds any provision of the Contract to be unenforceable in whole or in part, the remainder of the affected provision as well as the other provisions of the Contract shall continue to be valid.
23. Persons dealing in the Goods have no right or authority to bind us in any way or to assume on our behalf any obligation express or implied.
24. Any reference to "writing" includes communication by facsimile, e-mail, telex, letter or other comparable methods. Should you require us to use an e-mail service that levies a charge on us for their service, we may pass on such charges to you, plus a 10% (ten percent) surcharge to cover our processing costs. Any notices to be served by one

party on the other under these Terms shall be served in writing and sent to the other party's usual address for business correspondence.

25. Only a party to the Contract may enforce these Terms and no person who is not a party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term. This does not affect any right or remedy of a third party which exists or which is available apart from under that Act.
26. If the sale of the Goods to you is a consumer transaction then nothing in these Terms shall affect your statutory rights.
27. The Contract shall be construed and operate in all respects in accordance with English law and the parties accept the exclusive jurisdiction of the English courts.

Our Returns Policy

As per our Terms of Sale, risk and title in the Goods pass to you on delivery. Save where the Goods do not comply with the Contract, we will not accept the return of any Goods ("Return") unless you accept and comply with our policy set out here.

All Returns of Goods are at our sole discretion and must be pre-authorized by us in writing. We will require full details of the Goods, your account number, the relevant despatch number and invoice number.

The Goods must be unused, complete, undamaged and must be on our current price list. Your request to return them must be notified to us in writing no later than 7 (seven) days after the Goods were delivered to you. If we agree to accept a Return we will give you a Return Number that must be used in all correspondence on the matter.

The Return must be properly packed and should be sent to us without delay, using a delivery service at least equivalent to that used by us when sending the Goods to you.

Assuming the Return complies with our authorisation and with this policy, we will issue a credit note to you for the value of the Goods, less a handling charge of 25% of the invoiced value of the Goods or £30 (thirty pounds), whichever is the greater. Risk and title in the Goods will immediately revert to us.

We may reject any Goods returned to us that do not comply with this policy or with any relevant Return authorisation. We may dispose of such Goods without liability as we alone see fit.

This policy is offered as a special service to our customers and does not constitute a right to return Goods to us nor impose any additional obligation on us to accept Returns beyond those specifically provided for in the relevant Contract.