

CONDITIONS OF SALE FOR CORONA LIGHTING LTD.

(hereinafter referred to as "The Company")

These Conditions of Sale shall apply to all contracts without variation, except as agreed in writing by the Company with the customer. The customer is the person, persons, or company forming a contract to purchase goods from the Company.

1 LOSS OR DAMAGE

- (i) The Company shall repair or replace free of charge goods, supplied by the Company, damaged in transit or not delivered in accordance with the Delivery Note provided that the Company is given written notification of such damage or non-delivery within such time (being not more than three 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 five days after receipt of the Delivery Note.
- (ii) The Company shall not be responsible for goods supplied by the Company which become faulty as a result of the customer, and the customer shall indemnify the Company in relation to all claims made against the Company in connection with such faulty goods.

2 DELIVERY

Unless stated to the contrary in the customer'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 of the essence of the contract. The Company is entitled to suspend or delay delivery and shall not be liable for any loss whatsoever in the event of such late delivery or non-delivery of goods (or any instalments) where beyond its control.

3 PRICES AND QUOTATIONS

- (i) All quotations are based on current prices listed in the current editions of the manufacturers' price lists but such quotations are subject to alteration in accordance with prices current at the time of despatch of the goods.
- (ii) All prices quoted on invoices including proforma invoices are subject to the addition of Value Added Tax at the rate current at the time of despatch.
- (iii) A quotation made by the Company shall not constitute an offer. All quotations are valid for thirty days, after which time, the Company reserves the right to amend the prices if the customer has not accepted the quote within the specified time.

4 PAYMENT AND SETTLEMENT TERMS

- (i) Customers who wish to open credit facilities shall apply in writing to the Company quoting the credit limit required and the names and addresses of two current commercial references and one Bankers reference by fax.
- (ii) Payment is due promptly by the end of the month following the month in which the invoice is raised. When payment is overdue, the Company reserves the right to charge interest on the amount overdue at such rate as may be permitted by law from time to time. Late payment shall entitle the Company to take legal action to recover outstanding accounts, without further notice to the customer. The Company may suspend deliveries to a customer who is in default until all arrears have been paid.
- (iii) Where a credit customer is in default in the payment of any account then all sums owed to the Company by the customer on any account whatsoever become immediately due and payable in full.
- (iv) Where a cheque is offered by the customer in payment for goods, the Company reserves the right to delay the despatch of the goods pending the clearance of that cheque.
- (v) Any application for credit facilities may be refused by the Company without giving any good reason to the applicant.

5 RETENTION OF TITLE

- (i) The customer acknowledges that before entering into an agreement for the purchase of any goods from the Company he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or, being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver, administrative receiver, or liquidator, to petition for winding-up of the company or exercise any other rights or against the company's assets.
- (ii) Goods supplied by the Company to the customer, shall be at the risk of the customer as soon as they are delivered by the Company to his vehicle or his premises or another destination on his instructions. The customer shall insure the goods from date of delivery for the full replacement value until full legal and beneficial title to the goods has passed to the customer on full payment.
- (iii) Such goods shall remain the sole and absolute property of the Company as legal and equitable owner until such a time as the customer shall have made payment in full to the Company. The Company reserves the right to enter the customer's premises from time to time on prior notice for the purpose of inspecting the goods and identifying them as the property of the Company.
- (iv) Until such time as the customer becomes the owner of the goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.

The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same where goods have not been paid for in full. The customer's right to possession of the goods shall terminate on the happening of any of the circumstances mentioned in condition 5(i).

6 CARRIAGE AND DELIVERY

- (i) The customer shall comply with condition 6.
- (ii) Check all goods delivered by the Company or its representative and on delivery the customer shall sign the delivery note for the goods in the presence of the Company's, or its representative's driver.
- (iii) On delivery the customer shall refuse any goods found to be damaged and mark the delivery note accordingly.
- (iv) Any claims over damaged goods or discrepancies between the goods listed on the delivery note and the goods delivered to the customer must be submitted to the Company with full particulars of the order, the delivery note, the advice note, and other relevant information in writing within three days of delivery, failing which the Company cannot accept liability.
- (v) If the customer does not receive the goods within fourteen days of the date of invoice, he is required to notify the Company immediately thereafter, otherwise no liability can be accepted.

7 GUARANTEES

The Company gives no guarantee or warranty on goods supplied by the Company other than that given by the manufacturers concerned.

8 ORDERS

- (i) The Company reserves the right, at any time and without explanation, to:
 - (a) Suspend deliveries against an order whether or not an account is in arrears;
 - (b) Refuse cancellation of an order;
 - (c) Retain the right to levy a handling charge where a customer cancels an order.
- (ii) Where goods are supplied at the customer's order specially from the Company's own or supplier's works, the Company shall require a nonrefundable deposit from the customer and the Company shall only accept an order on the understanding that under no circumstances will such an order be cancelled by the customer.
- (iii) Orders are accepted on the understanding that the customer has satisfied himself of the suitability of the goods for his own purposes.

9 RETURNS OF GOODS

- (i) No goods may be returned by a customer, nor liability be accepted by the Company for loss or damage of goods returned by the customer without the Company's prior written consent.
- (ii) Goods returned for credit must be accompanied by an advice note quoting the number of the Company's invoice against which the goods were originally supplied, and the reason for return.
- (iii) If items are returned for reason other than damage in transit, or if goods are wrongly supplied by the Company, the Company will make a re-stocking or handling charge to the customer.
- (iv) No liability can be accepted for loss of or damage to goods returned by the customer without the Company's prior consent.
- (v) If there is any discrepancy between goods advised as returned and the actual goods received, the Company will only credit the goods actually received.
- (vi) 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 due to any error on the part of the Company.

10 LAW

These Conditions are subject to and shall be construed in accordance with the Laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

11 FORCE MAJEURE AND OTHER CIRCUMSTANCES

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 customer 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 a cause exists at the date of the order. A waiver by the Company of one or more of its rights under the contract at any time shall not be construed to waive the Company's right to enforce its rights and obligations in respect of any further or other breaches.