



the norwich architectural
lighting company limited

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General Terms and Conditions of Sale

1. GENERAL

(a) All Quotations are given and orders are accepted on the basis of these Terms and Conditions of Sale ("Conditions") as between The Norwich Architectural Lighting Company Limited (the "Supplier") and the person or firm who purchases the goods from the Supplier (the "Customer").

(b) A Quotation for goods given by the Supplier shall not constitute an offer. A Quotation shall only be valid for a period of 30 Business Days from its date of issue.

(c) Submission of an order form ("Order") by the Customer constitutes an offer by the Customer to purchase the goods detailed therein in accordance with these Conditions, which the Supplier shall be free to accept or decline at its absolute discretion. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

(d) The Order shall only be deemed to be accepted on the Supplier issuing a written acceptance of the Order and at which point the contract between the Customer and the Supplier shall come into existence ("Contract").

(e) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, and the Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

(f) In this Contract:

(i) "Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

(ii) "Quotation" means a quotation provided by the Supplier to the Customer for the supply of goods.

(iii) "Returns Authorisation Note" means a written confirmation provided by the Supplier to the Customer confirming that goods may be returned.

(iv) "Sales Order Acknowledgment" means a written acknowledgment from the Supplier to the Customer that an Order has been received together with payment in respect thereof; and

(v) "Trade Credit Account" means a trade account in the name of a Customer (who is not a consumer) held with the Supplier for the purchase of goods from the Supplier opened in accordance with clause 5.

(g) In some provisions of these Conditions the Customer will have different rights depending on whether it is a business or a consumer. A Customer will be a consumer if:

(i) they are an individual; and

(ii) they are buying goods from the Supplier wholly or mainly for their personal use (and not for use in connection with their trade, business, craft or profession).

(h) If the customer wishes to make modifications or additions to an order/design, the customer must make a request in writing to NALC, and any extra cost or liability incurred by the company due to rescheduling etc shall be added to the price of goods and paid accordingly.

2. SPECIFICATIONS

All samples, descriptions and illustrations contained in the Supplier's catalogues, price lists and advertisements communicated to the Customer are intended to be an approximate description of the goods and nothing contained therein shall form part of the Contract.

3.DESIGN DISCLAIMER

(a) The company is not qualified to determine the structural and electrical appropriateness of their designs and is not responsible and cannot be held liable for any improper engineering, construction, rigging or handling methods or for any improper use of structures or equipment that maybe utilised.

(b) It is the responsibility of the customer and not the company to ensure that the design complies with local fire, health and safety regulations.

4.PRICES

(a) The price of the goods shall be the price set out in the Quotation. In case Orders are carried out without our prior written confirmation as to the price, prices valid at the day of the Order shall be applicable.

(b) The Supplier reserves the right to amend any prices to those ruling at the date of dispatch to take account of:

(i) circumstances beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs) and to amend any accidental errors or omissions.

(ii) any request by the Customer to change the delivery date(s), delivery address, delivery frequency, quantities or types of goods ordered; or

(iii) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

(c) The price of the goods shall exclude:

(i) amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(ii) the costs and charges of packaging, insurance and transport of the goods, which shall be detailed in the Quotation and payable by the Customer.

(d) Invoices shall be supplied by the Supplier to the Customer by email or post, prior to the goods being dispatched.

5. PAYMENT

(a) Customers who do not hold a Trade Credit Account shall pay the amount set out in the Quotation in full, following which the Supplier shall issue the goods.

(b) Customers who hold a Trade Credit Account shall pay for goods in accordance with clause 5(e).

(c) The following terms apply to any payments due by the Customer to the Supplier under this Contract:

(i) no deductions or set off may be made against any sum or sums due to the Supplier under this Contract without its prior written consent.

(ii) all payments pursuant to the Contract shall be made by electronic transfer or by credit card (but in the case of credit cards only up to a maximum amount of £1,000, or such other amount as may be notified by the Supplier to Customers in writing from time to time) to the bank account number as indicated on the invoice or such other bank account as the Supplier may notify the Customer in writing from time to time; and

(iii) if any payment is not made by the due date, in accordance with these Conditions (including, for the avoidance of doubt, any payment of a Trade Credit Account):

i. the Supplier will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002; and

ii. the Supplier shall be entitled to terminate the Contract with immediate effect by notice in writing to the Customer.

d) any queries or discrepancies by the customer must be made in writing to NALC within 14 days of the invoice date.

6. TRADE ACCOUNTS

- (a) The provisions of this clause 5 shall apply to Customers which are not consumers only.
- (b) If a Customer wishes to open a Trade Credit Account, the Customer must complete and sign an application for Trade Credit Account form provided to the Customer by the Supplier upon request ("Application Form").
- (c) Until an Application Form has been received and a Trade Credit Account approved (in writing) by the Supplier, Orders will not be accepted onto the Trade Credit Account until cleared funds have been received by the Supplier. The Supplier will treat having received payment by credit card as it having received cleared funds.
- (d) The Supplier reserves the right, in its absolute discretion, to grant, refuse, or discontinue any credit facilities or reduce or suspend any credit limit at any time and demand immediate payment of all monies outstanding.
- (e) Unless otherwise agreed by the Supplier in writing, sums due on a Trade Credit Account are payable by the last Business Day of the month following the month in which the Customer receives an invoice for such goods. If the Customer exceeds any agreed credit limit, the Supplier may demand immediate payment of all amounts outstanding from the Customer to the Supplier on any account.
- (f) If a Customer holding a Trade Credit Account issues a written notification to the Supplier pursuant to clause 10(d)(ii):
 - (i) if the Supplier has confirmed in writing that the goods were not delivered which conform with the relevant Order, the Customer shall be entitled to issue a debit note in respect of its Trade Credit Account for the amount of the goods but which were not delivered; or
 - (ii) if the Supplier has provided evidence to the Customer of delivery of the goods which conform with the Order and these Conditions, and payment therefor has been made by the Customer from its Trade Account, the Customer shall credit its Trade Credit Account in accordance with the period set out in clause 5(e) with the full amount due or, if that period has expired, within 7 Business Days of notification.
- (g) For the avoidance of doubt, a Customer shall not be entitled to issue a debit note otherwise than in accordance with these Conditions or with the prior written consent of the Supplier. If a Customer raises a debit note otherwise than in accordance with these Conditions or without the prior written consent of the Supplier, it shall be cancelled immediately by the Customer upon receipt of written notification from the Supplier to the Customer that the debit note is not accepted, and the payment for goods shall be due and payable (i) in accordance with these Conditions if the payment is not overdue at the time of the notification; or (ii) within 5 Business Days of such notification if payment is overdue at the time of the notification. If the Customer does not cancel the debit note within the specified time, it shall be deemed cancelled by the Supplier and payment for the goods shall be due on demand.

7. DELIVERY

- (a) All goods are to be collected from 38, Hurricane Way, Airport Industrial Estate, Norwich NR6 6JB with prior arrangement with NALC unless otherwise agreed.
- (b) Unless otherwise agreed in writing by the Supplier pursuant to these Conditions, all goods shall be collected in full.
- (c) Any requests by the Customer for the delivery of goods:
 - (i) pursuant to a specific time frame.
 - (ii) in instalments; or
 - (iii) at a specified time,must be made to the Supplier in writing at the time of the Order, which the Customer shall be free to accept or decline at its absolute discretion and which shall be subject to such additional charges as are set out in the Supplier's Quotation.
- (d) All delivery costs will be specified by the Supplier upon request and will be payable by the Customer. If Orders are to be delivered by instalments, the delivery charges as set out in the Quotation shall apply to each delivery.
- (e) Unless otherwise agreed by the Supplier in writing, the Supplier shall not hold goods in stock for longer than 14 days following an Order being accepted.
- (f) Unless expressly stated otherwise, the delivery times mentioned in these Conditions, any Quotation or in any other written confirmation from the Supplier are indicative only and shall not be binding on us and delays in delivery shall not be a valid cause for termination of the Contract.
- (g) Delivery is completed when the Supplier places the Order at the Customer's disposal at the Customer's delivery address.
- (h) Any modification of the Order (with the prior written consent of the Supplier) automatically implies that the indicative delivery times may be prolonged. Delivery may be suspended, and indicative delivery times may be prolonged in case of any delay in payments owed to the Supplier pursuant to these Conditions.

(i) It is the Customer's duty to ensure that all necessary precautions have been taken and all conditions have been met to take delivery at such time as is indicated by the Supplier.

(j) Time shall not be of the essence in respect of the delivery of an Order and the Supplier shall not be liable in damages for non-delivery or late delivery of an Order or any of them or for any loss, consequential or otherwise, arising therefrom.

(k) The Supplier shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under these Conditions.

(l) If the Customer refuses to accept delivery, makes it impossible for the Supplier to carry out the delivery or substantially delays the acceptance of delivery, the Supplier may:

(i) terminate the Contract with immediate effect by giving written notice to the Customer; and/or

(ii) deem delivery to have occurred at 9:00am on the due date for delivery as indicated to the Supplier in writing pursuant to these Conditions, store the Order at the Customer's premises at NALC, 38 Hurricane Way, Norwich until the Customer collects the goods, and to charge the Customer for all related costs and expenses (including insurance).

8. TITLE AND RISK

(a) Title in the goods shall pass to the Customer only when payment in full has been made in respect of the Order. The Customer shall permit the servants or agents of the Supplier to enter on to the Customer's premises and to repossess the goods at any time prior thereto.

(b) Risk shall pass to the Customer on delivery.

9. LOSS OR DAMAGE IN TRANSIT

Goods lost or damaged in transit will be replaced or repaired by the Supplier provided that a written notification is provided to the Supplier (i) within 48 hours in accordance with clause 10(e)(ii) in respect of damaged goods; and (ii) within 48 hours of the expected delivery date for non-delivery. If the Customer shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be deemed to have accepted the goods.

10. PRODUCT WARRANTY

Different products and different manufactures we use have special product warranties which vary in length and specifications. It is the customers responsibility to check with NALC at point of purchase as to the warranty details.

11. WARRANTIES – CONSUMERS

(a) The terms of this clause 9 applies to Customers who are consumers only.

(b) The Supplier has a duty to supply goods to consumers that are in conformity with this Contract including any Order. Nothing contained in these Conditions shall affect the Customer's statutory rights.

(c) In order for the Customer to exercise its right to reject defective goods, it must either:

(i) return the goods to the Supplier in person; or

(ii) arrange for their delivery back to the Supplier; or

(iii) if the goods are not suitable for posting allow the Supplier to collect the goods.

(d) The Customer shall pay the costs of postage or collection.

(e) If the goods are found to be defective the Supplier shall either repair, replace or refund the goods in accordance with the Customer's statutory rights.

12. WARRANTIES – BUSINESS BUYERS

(a) The terms of this clause 10 applies to Customers who are not consumers.

(b) The Supplier shall deliver goods to the Customer which conform with the Order.

(c) The Supplier shall deliver goods to the Customer which are free from hidden defects in design, material and workmanship.

(d) In respect of the warranty contained in clause 10(b):

(i) at the time of delivery, the Customer shall conduct a visual inspection of the goods, materials and packaging delivered by the Supplier;

(ii) any shortages or apparent damages shall be notified to the Supplier promptly in writing and in any case within 48 hours of delivery which shall include detailed information concerning shortages and/or apparent damages to the goods including evidence of such defects; and

(iii) the Customer shall make available all defective goods (and the original labelled packaging) or deficient packaging for inspection immediately upon request by the Supplier. Further, on the Supplier's request, the Customer shall return all such goods (and the original labelled packaging) or deficient packaging to the Supplier or Supplier's appointed service partner.

(e) Following the receipt of a written notification pursuant to clause 10(d)(ii) and inspection of the goods by the Supplier (if requested), the Supplier shall either:

(i) confirm in writing that the goods were not delivered which conform with the relevant Order; or

(ii) provide written evidence to the Customer of delivery of the goods which conform with the Order and these Conditions and in such circumstances the Customer shall not be entitled to claim under this clause 10.

(f) In respect of the warranty contained in clause 10(c):

(i) if there is any hidden defect in the goods and materials delivered by the Supplier, the Customer shall be required to inform the Supplier in writing within 1 months following the date on which the Customer becomes aware of such defect.

(ii) such written communication must set out in reasonable detail the nature of the hidden defect and include evidence of such defect.

(iii) the Customer shall make available all defective goods for inspection upon request by the Supplier. Further, on the Supplier's request the Customer shall return all such goods to the Supplier or the Supplier's appointed service partner; and

(iv) the Supplier shall only be held liable where the hidden defect becomes apparent within one year as from delivery of the goods. If the hidden defect is notified to the Supplier more than 3 months after the date of delivery of the goods, the burden of proof regarding the hidden defects shall be on the Customer.

(g) The Supplier shall not be liable for the goods' failure to comply with the warranties set out in clause 10(b) or 10(c) in any of the following events:

(i) the goods were not supplied by the Supplier but by a third party.

(ii) the Customer makes any further use of those goods after giving notice in accordance with clauses 10(d)(ii) or 10(f)(i);

(iii) the defect arises because the Customer failed to follow the Supplier's or manufacturer's oral or written instructions for the storage, commissioning, installation (including if goods are not installed by a qualified NICEIC/ECA electrical contractor), use and maintenance of the goods or (if there are none) good trade practice regarding the same;

(iv) the defect arises as a result of the Supplier following any drawing, design or other instructions supplied by the Customer.

(v) the Customer alters or repairs those goods without the prior written consent of the Supplier.

(vi) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(vii) the goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

(h) In case of a visual lack of conformity or hidden defect that has been notified to the Supplier in accordance with clauses 10 (d)(ii) or 10(f)(i), the Customer shall only be entitled to require the Supplier to repair the goods or to replace them, or the Customer shall be entitled to a debit note subject to the provisions contained in clause 5(f) above, at the Supplier's sole discretion but in any case free of charge. Once the Supplier has complied with such obligations, it shall have no further liability to the Customer for the rejected goods' failure to comply with clauses 10(b) or 10(c).

(i) Apart from the costs strictly related to conducting such repair or replacement, the Supplier shall not be liable for any other costs, transport costs, installation costs, expenditures, damages or any other financial obligation that is in any manner related to the defect in the goods and materials or any possible consequence thereof. Any other liability that is imposed by applicable law shall, to the extent permitted by such applicable law, be limited to the amount covered by the Supplier's insurance.

(j) If the Supplier has not completed the remedy within a reasonable time, the Customer may request an appropriate reduction of the price which the Supplier in its absolute discretion may or may not accept. The Customer is never entitled to terminate the Contract as a result of the failure of the goods to comply with clauses 10(b) or 10(c).

13. LED WARRANTY

(a) LED warranty varies from manufacturer, and some manufacturers require the products and serial numbers to be registered at the point of installation. It is the customer's responsibility to obtain the warranty details and requirements at point of order. The supplier will not be held responsible for failure to comply with the manufacturer's terms and conditions.

(b) Extended warranty is only applicable dependant on the specific manufacturer used and solely in respect of the LED module of any goods as they can be found on the manufacturer's website.

(c) The extended warranty is solely granted to a Customer purchasing LED Goods from the Supplier. The Customer is not entitled to change or extend the terms and conditions of this warranty on behalf of the Supplier.

(d) This warranty is subject to the following conditions:

(i) the LED Goods must be used in compliance with the relevant specification of the LED Goods and the relevant use (including without limitation technical specifications, installation sheet and fixture labels) and the LED Goods must be installed in compliance with any applicable (local) legislation and in an environment free of any vapours that can be of influence on the functionality of the LED (for example toxic vapours). Proof of correct installation by means of pictures, video or other reasonable means and/or the return of defective LED Goods for further analysis is to be organised by the Customer upon request from the Supplier.

(ii) the LED Goods must be installed with power supplies purchased from the Supplier and both the LED Goods concerned and the relevant power supplies must be included on one and the same Order.

(iii) any installation and/or assembly work on the LED Goods must be carried out by specialised technical staff in compliance with the instructions accompanying the LED Goods.

(iv) ambient temperature and voltage limit values must not be exceeded, and the LED Goods must not be subjected to mechanical and thermal loads which do not comply with its intended use; and

(v) the LED Goods must be maintained by specialised technical staff in compliance with any instructions accompanying goods and the LED Goods must not be changed/repared either without the relevant written authorisation from the Supplier or otherwise than in compliance with any enclosed instructions.

(e) Light output depreciation for LED Goods, is considered as normal and is therefore not covered by this warranty.

(f) This warranty does not cover change in colour temperature.

(g) Should the LED Goods be affected by defects covered by this warranty, the Supplier shall be free to decide in its absolute discretion whether to repair and/or replace the LED Goods with the same or equivalent LED Goods, subject to the technological progress that has taken place since the release of the original LED Goods. Replacement LED Goods and/or parts or repaired LED Goods and/or parts that are equally reliable to new LED Goods or parts can be used. The replacement LED Goods/part may deviate from the original but with equivalent functionality and/or minor design changes.

(h) Any LED Goods or parts with a warranted defect shall be returned by the Customer to the Supplier, along with proof of purchase and a detailed description of the claim.

(i) Any repair and/or replacement will be subject to the limitations set out in clause 10(i).

(j) The remaining part of the warranty period remains applicable to the repaired or replaced LED Goods or parts.

(k) Excluded from this warranty are LED retrofit lamps, LED strip and LED flex

(l) The Supplier has the right to inspect the installation and/or the LED Goods upon reasonable notice.

14. COMPLAINTS

The Customer shall inform the Supplier of all complaints received concerning the goods. If the Supplier so requires, the Customer undertakes to carefully follow up all complaints with the purpose of avoiding damage and questioning of the goodwill pertaining to the Supplier and the goods.

15. RETURNS

All products are special orders and made specifically for individual customers therefore these products are non-refundable unless prior written agreement has been made. It is the customer's responsibility to check measurements and product specifics before the order is made.

(a) If return has been approved, goods must be returned within 30 days of delivery, with a Returns Authorisation Note from the Supplier, and that that the goods are:

(i) not profile, discontinued or bespoke goods (or otherwise made or modified to the Customer's specification), or made to order LED fixtures (each of which may not be returned).

(ii) unused.

(iii) returned in their original unopened packaging within 10 days of the issue of the Returns Authorisation Note by the Supplier.

(iv) undamaged.

(v) returned (at the Customer's cost) to NALC 38 Hurricane Way Norwich

(vi) returned with all necessary returns paperwork provided on delivery of the goods; and

(vii) in accordance with any other conditions notified to the Customer in writing in a Returns Authorisation Note.

(b) The Customer shall be responsible for all costs and charges of packaging, insurance and transport of goods returned pursuant to this clause 13 (including, for the avoidance of doubt, if the Customer is a consumer).

(c) Where an Order is to be delivered in instalments and the Customer is a consumer the 30-day cancellation period will commence on the day the Customer receives the last delivery.

(d) Following receipt of the returned goods, provided that the Supplier is satisfied that the goods have been returned in accordance with clause 13, the Supplier shall as soon as possible refund the Customer the purchase price of the goods, less 25% of the purchase price in respect of its handling fee.

(e) Notwithstanding the foregoing provisions of this Clause 13, if the Customer is a consumer exercising their right to change their mind within 14 days of delivery of the goods in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, then a refund of 100% of the purchase price will be made within 14 days from the day on which the Supplier receives the goods back from the Customer or, if earlier, the day on which the Customer provides the Supplier with satisfactory evidence that they have sent the goods back to the Supplier. For the avoidance of doubt, the Customer shall not be entitled to exercise this right to change their mind in respect of profiles and bespoke goods (or goods otherwise made or modified to the Customer's specification).

(f) All costs and charges of packaging, insurance and transport of the goods are non-refundable.

16. CANCELLATION OF ORDERS PRIOR TO DELIVERY

(a) A Customer which purchases goods and is not a consumer may amend or cancel an Order provided that the Supplier is notified within 48 hours of its acceptance of the relevant Order that such Customer wishes to cancel or amend the Order. The Supplier may accept a cancellation request after this period if no production efforts or stock reservations have been made.

(b) If the Customer amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation, except that the Customer shall have no liability to the Supplier where the amendment or cancellation results from the Supplier's failure to comply with its obligations under these Conditions.

17. CONSEQUENCES OF CANCELLATION OR TERMINATION

Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including (without limitation) the right to claim damages for any breach of the Contract that existed at or before the date of termination.

18. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

19. ENTIRE AGREEMENT

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud or any other liability which cannot be limited or excluded under applicable laws.

20. COPYRIGHT

All Drawings, descriptions and other information which has been submitted by NALC shall remain the property of the company.

21. VARIATION

No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

22. LIMITATION OF LIABILITY: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

(a) In respect of Customers which are not consumers:

(i) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or

otherwise, arising under or in connection with the Contract for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss; and

(ii) the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to 5% of the total charges payable under the Contract; and

(iii) the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

(b) In respect of Customers who are consumers, the Supplier's liability for failure to comply with these Conditions will be limited to loss or damage the Customer suffers that is a foreseeable result of the Supplier breaching the Contract or the Supplier failing to use reasonable care and skill, however the Supplier shall not be responsible for any loss or damage that is not foreseeable.

(c) The Supplier shall not be responsible for any damage or injury to person or property or loss arising out of the use or handling of any goods supplied, under any Contract to which these Conditions apply.

23. LAW AND JURISDICTION

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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