

TERMS AND CONDITIONS OF SALE OF GOODS AND SUPPLY OF SERVICES

Section 1 - SALE OF GOODS

1.1 Definitions

In these terms and conditions, the following expressions have the following meanings:

"Company" means Light Division Limited (registered number 08344391);

"Conditions" means these terms and conditions;

"Client" means any person or company placing a verbal or written order for any goods with the Company;

"Contract" means any agreement concluded between the Company and a Client for the sale of any goods to the Client;

"Goods" means the lighting product(s) a Client agrees to buy from the Company; and

"Price" means the price payable in respect of the Goods.

"Order" means the Client's order that has been accepted by the Company;

1.2 Terms of Agreement

1.2.1 These Conditions shall apply to all Contracts and shall take precedence over and supersede any terms and conditions previously issued by the Company or issued by the Client. Acceptance of the Goods ordered shall be conclusive evidence of the acceptance of these Conditions. The Company will not accept terms and conditions other than those specified nor any other additional or variations thereto.

1.2.2 The Terms and Conditions, any order form and payment instructions constitute the entire agreement between the Company and the Client. No other terms, representations, promises or statements whether expressed or implied shall form part of this agreement including for the avoidance of doubt, any terms and conditions which the Client tries to apply in any purchase order, confirmation of order, specification or other document or communication. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail.

1.2.3 No employee or agent of the Company has the power to vary these Conditions unless such variation is recorded in writing and signed by a director on behalf of the Company. No employee or agent of the Company has any power to make any representation on the part of the Company and the Client agrees that he has not relied on any such representations.

1.2.4 The agreement between the Client and the Company will only come into existence once the Company has received and accepted the Client's Order and has provided written confirmation of its acceptance of the Order. Once the Company has done so, there is a binding legal agreement between the Client and the Company.

1.2.5 When ordering any Goods from the Company the Client does so in accordance with this agreement. You Client is deemed to have accepted the prices of the Goods quoted and other terms such as delivery, which may have been quoted to you at the time of placing the order.

1.3 Price

1.3.1 All prices quoted are correct at the time of quotation and are valid for 30 days. The Company reserves the right to alter prices after this time. Prices are exclusive of VAT and delivery charges, which will be added to the order, if appropriate.

1.3.2 The total price for Goods ordered, including delivery charges, will be confirmed to the Client when the order is placed. However the final price charged may vary to reflect those prices applicable at the time of delivery.

Terms of Payment

1.4.1 Full payment must be made for all Goods on the date and by the payment method specified by us in the quotation. You have no right of set off.

1.4.2 Payment should be made by bank transfer to the account numbers shown on the invoice, or by cheque payable to the Company.

- 1.4.3 If payment is not made by the due date, the Company reserves the right to cancel the Client's order and determine any contract. The Company shall also be entitled to charge interest on all outstanding amounts calculated on a daily basis at a rate of 5% over our bank's lending rate from the date the payment was originally due until the date of receipt of payment in cleared funds.
- 1.4.4 Goods remain the property of the Company until full payment has been made, the risk of goods remains that of the client after goods have been delivered.
- 1.4.5 In the event of an invoice not being paid, or non-compliance with the payment terms granted, all other sums as yet unpaid become due immediately.
- 1.4.6 Any discounts granted lapse in the event of overdue payment.
- 1.4.7 Failing payment of an invoice on the due date, or non-compliance with payment terms granted, all the other invoices issued by the Company to the Client shall fall due immediately, without prejudice to the Company's other rights.
- 1.4.8 The Company is also entitled to compensation for any other costs, such as collection expenses and judicial expenses, costs and the fees of lawyers used by the Company, but for the extra-judicial and judicial steps to ensure debt recovery, as well as costs arising from unpaid bills of exchange.

1.5 Goods and Trade Description

- 1.5.1 Due to the nature of the Goods sold by the Company, the Company does not sell by sample. Individual Goods may vary and any descriptions, samples, drawings, specifications, colours and advertisements are illustrative only, are intended as a guide only to the final product and do not form part of this agreement. The Company is not the manufacturer of the Goods and cannot be held liable if the finished Goods do not conform to the original description or specification.

1.6 Specification / Quantities

- 1.6.1 The Company endeavours to quote correct quantities specified. It is the responsibility of the client of contract to verify quantities against drawings and final specifications.
- 1.6.2 The Company cannot accept responsibility for lamp manufacturers' colour variances or batch production tolerances.

1.7 Delivery

- 1.7.1 Delivery periods quoted at the time of ordering are approximate only and may vary. Time is not of the essence for delivery of any Goods under this agreement.
- 1.7.2 Whilst the Company undertakes to use all reasonable endeavours to deliver the Goods on the promised delivery date, it does not guarantee to do so. Time of delivery is not the essence of the contract. The Client shall be bound to accept the Goods and the Company shall not incur any liability or obligation in respect of any reasonable or unavoidable delay in delivery. Any delay does not entitle the Client to cancel the order.
- 1.7.3 The Company is not responsible for any penalties which may be levied against the Client for Goods that are not delivered by a specified date. Nor may the Client issue any penalties directly against the Company for Goods that are not delivered by a specified date.
- 1.7.4 Goods will be delivered to the address nominated by the client at the time of ordering.
- 1.7.5 The Company will use any reasonably appropriate method of transport at its own discretion. The Company will only deliver to a site at which it is reasonably safe to unload the Goods.
- 1.7.6 Delivery is to the ground floor only. The Client must ensure that at the time of delivery of the Goods adequate arrangements, including labour and access, are in place for the safe delivery of the Goods. The Company cannot be held liable for any damage, cost or expense incurred to the Goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.

- 1.7.7 If the Company is unable to supply the Goods ordered, the Company will notify the Client and the Client may cancel the Order and the Company will refund any monies paid.
- 1.7.8 If the Client fails to accept delivery of the Goods at the time they are ready for delivery, or the Company is unable to deliver the Goods at the nominated time due to the failure of the Client to provide appropriate instructions, documentation, licences, consents or authorisations, then the Goods shall be deemed to have been delivered to the client and all risk and responsibility in relation to such Goods shall pass to the Client. Any storage, insurance and other costs which are incurred as a result of the inability to deliver the Goods shall be the responsibility of the Client and the Client shall indemnify the Company in full for such cost.
- 1.7.9 The Client must notify the Company immediately if the Goods have not been delivered or if there has been a partial delivery of the Goods only. Any missing items should be listed and notified in writing to the Company within two (2) days.
- 1.7.10 All risk in the Goods shall pass to the client upon delivery.

1.8 Loss or Damage in Transit

- 1.8.1 Immediately on receipt of the Goods, the Client must inspect the Goods and notify the Company in writing within two (2) days of any difference between the Goods ordered and those delivered and of any apparent damage to the Goods. Failure to give such notice shall be conclusive evidence that no such difference or apparent damage exists. In the event of any loss or damage to Goods, the Client must keep the Goods within the original packaging and make them available to the Company to inspect. The Client must give the Company notice of any other matters not in accordance with the Contract within 7 days of delivery. In the absence of any such notices, acceptance of the Goods will be deemed to occur at the end of such period.
- 1.8.2 Provided that the Client has complied with Clause 1.8.1, Goods lost or damaged in transit the Company's total liability will be limited to replacing or repairing the Goods within a reasonable time period.

1.9 Risk and Ownership

- 1.9.1 Responsibility for insuring the Goods passes to the Client on delivery.
- 1.9.2 Ownership passes to the Client on satisfaction of the invoice in respect of such Goods and when no other sums due from the Client to the Company are outstanding (whether due for payment or not). From delivery until such time as ownership passes to the Client, the Client holds the Goods as bailee for and owes a fiduciary duty in respect of them to the Company and must store the Goods or procure that the Goods be stored safe from damage and must insure them with a reputable insurer to their full value against all reasonable risks.
- 1.9.3 Where the Client is a Wholesaler or a business purchasing the Goods on behalf of a third party, the Client may re-sell the Goods in good faith in the ordinary course of business (but not otherwise deal with them until ownership has passed to the Client) and ownership shall pass to the person to whom such Goods are re-sold at the time of sale.
- 1.9.4 Where the Client sells any of the Goods which it does not have ownership of, then until such time as the conditions are fulfilled so that had the Goods continued to be in the possession of the Client ownership would have passed to the Client, the Client shall hold the consideration received for such sale on trust for the Company and account to the Company for such funds and further the Client assigns to the Company the benefit of all rights and claims the Client has in respect of the Goods re-sold.
- 1.9.5 In any of the circumstances set out in Clause 1.10 and in respect of any of the Goods in respect of which ownership has not passed to the Client, the Client shall cease to be entitled to deal with such Goods in any way whatsoever and must place them at the disposal of the Company who shall have the right to repossess such goods and the Client irrevocably grants the Company authority to enter any place to which the Client is entitled to grant such access (or, if such Goods are stored in some other place, the Client will use best endeavours to procure such access) so that the Company may recover such Goods.

1.10 Termination

- 1.10.1 All sums due under any Contract will become payable immediately and the Company may terminate the Contract without incurring any liability if the Client: (a) defaults under the terms of the Contract; (b) suffers any distress or execution on its property; (c) enters a compromise agreement with creditors; (d) is the subject of insolvency or bankruptcy proceedings before the courts; or (e) suffers the equivalent in any other jurisdiction.

1.11 Cancellation and Returns

- 1.11.1 The Client must notify the Company in writing immediately if they wish to cancel an order and in any event the Client must do this within 3 days of placing the order. The Company reserves the right to charge for any costs that may incur in accepting any cancelled order.
- 1.11.2 Orders for special products or fittings manufactured to the Client's specifications cannot be cancelled once the order has been placed with the manufacturer.
- 1.11.3 The Client is entitled to return Goods ordered from the Company within 28 days of receipt of the Goods if the Goods are faulty. However, the Company must first have the opportunity to repair the faulty Goods. If the Client does not accept the repair of faulty Goods, the Client will be charged a re-stocking charge for the return of the Goods.
- 1.11.4 The Client must not return any Goods until written authorisation to do so has been received from the Company. The Client will be entitled to have the Goods replaced provided: the Company agree that the Goods are faulty and cannot be repaired, the Goods have not been damaged, the Goods have not been used. Replacement Goods will be charged at the full price.
- 1.11.5 The cost of returning the goods to the Company must be paid by the Client.
- 1.11.6 Any refunds or re-credits will be undertaken within 30 days of receipt of the returned Goods.
- 1.11.7 Goods which develop a fault or become faulty within the manufacturer's warranty or guarantee period may be repaired or replaced at the Company's discretion provided that the Goods are installed and used in accordance with the manufacturer's recommendations and guidance.
- 1.11.8 The existence of complaints does not release the Client from his obligation to pay the Company's invoices on the due date.
- 1.11.9 The Company reserves the right to cancel an order at any time if the Client becomes bankrupt, enters into any arrangement with its creditors, or being a company, goes into liquidation or is wound-up, or being a partnership, is dissolved or if, in the Company's reasonable opinion, one of the aforementioned events is likely to occur.

1.12 Guarantee

- 1.12.1 The Goods provided by the Company are manufactured in accordance with the latest international standards and covered by the manufacturer's Warranty. Components which develop faults, not caused by client's negligence, within the manufacturer's warranty period will be repaired or replaced at the Company's discretion.
- 1.12.2 The Company will pass on to the Client the benefit of any manufacturer warranty which is provided with the Goods and no other warranty is hereby expressed or implied in respect of the Goods.
- 1.12.3 Any replacement parts supplied are chargeable and will be invoiced at full value pending return of faulty parts for testing. Faulty parts returned within 30 days of receipt of replacements may be credited in full dependent upon testing results.
- 1.12.4 Under no circumstances can the Company accept liability for labour charges, out of pocket expenses or damage incurred by defects however caused.

1.13 Conformity and visible defects

- 1.13.1 Complaints concerning conformity and / or visible defects in the Goods must be notified to the Company, in writing, within two (2) days of receipt of the goods, citing the reasons. Within that period, the Client must demonstrate that the conformity and / or visible defects were present at the time of receipt of delivery. Once that period has lapsed, the goods are deemed to have been accepted definitively by the Client.
- 1.13.2 The Client is entitled to return Goods ordered from the Company within 28 days of receipt of the Goods if the Company agrees that there are conformity and / or visible defects. However, the Company must first have the opportunity to repair the conformity and / or visible defects. If the Client does not accept the repair of the Goods, the Client will be charged a re-stocking charge for the return of the Goods.
- 1.13.3 The Client must not return any Goods until written authorisation to do so has been received from the Company. The Client will be entitled to have the Goods replaced provided: the Company agree that the Goods have conformity and / or visible defects

and cannot be repaired, the Goods have not been damaged, the Goods have not been used. Replacement Goods will be charged at the full price.

1.13.4 The cost of returning the goods to the Company must be paid by the Client.

1.13.5 The existence of complaints does not release the Client from his obligation to pay the Company's invoices on the due date.

1.14 Overseas Projects

1.14.1 All duties, taxes, Customs and Export/ Import charges and any other related costs levied upon the Clients goods for the country of destination are the responsibility of the Client, and these costs will be passed on to the Client prior to release of goods and shown on the final payment invoice.

1.15 Limitations of Liability

1.15.1 The Company shall in no circumstances have a greater liability to the Client than the amount of the Price and will not be liable for any consequential or indirect loss.

1.15.2 The Company disclaims any and all liability to the Client for the supply of the Goods to the fullest extent permissible under applicable law. This does not affect the Client's statutory rights as a consumer. If the Company is found liable for any loss or damage to the Client such liability is limited to the amount paid for the relevant Goods. The Company cannot accept any liability for any loss, damage, costs, expenses or any other claims for compensation, including any direct or indirect loss such as loss of profits, to the Client howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.

1.15.3 The Company shall not be held liable for any failure or delay in delivering Goods where such failure arises as a result of any act or omission which is outside our reasonable control such as an act of God or those of third parties which shall include, but is not limited to, any labour strikes, bad weather conditions, fires, governmental actions, war or terrorist acts.

1.15.4 The Company does not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising out of the use of the Goods purchased from it.

1.15.5 The Company shall not be held liable for any misrepresentations other than fraudulent misrepresentations.

1.15.6 The Client shall hold the Company harmless against any claims from third parties for any losses. If a subcontractor is used, the Company may not be held liable for any delays, errors in execution or negligence by said subcontractor.

1.16 Force Majeure and Unavailability of Goods

1.16.1 The performance of all contracts is subject to cancellations by the Company owing to any act of God, war, strikes, any acts of government, national emergencies, lock-outs, fire, flood, drought, tempest of any other cause beyond the reasonable control of the Company and the obligations of the Company shall be held in abeyance for the duration of any such circumstances and any date or deadline under this Contract shall be extended by a period equal to the duration of the existence of such circumstances.

1.16.2 If the Company is unable to supply the Goods ordered on account of such Goods no longer being obtainable by the Company, the Company may terminate the Contract by giving notice to the Client and neither party shall have any liability to the other under the Contract.

1.16.3 The Company's liability is always limited to refunding the value of the goods. The Company cannot be held liable for other direct or indirect losses such as loss of sales, consequential loss, physical injury or losses by third parties.

1.17 Company Obligations

1.17.1 The Company's responsibilities to the Client extend solely to the supply of Goods and the provision of lighting layouts, emergency lighting layouts and lighting calculations, as described in Clause 1.17.2 or the Supply of Services, as described in Section 2 – Supply of Services. The Company is not responsible for the installation of the Goods. Nor is the Company responsible for overseeing the installation by a third-party. It is the Client's responsibility to appoint and oversee a competent installer.

- 1.17.2 Where the Client has requested, and the Company has agreed, to provide free of charge indicative lighting layouts, lighting calculations or emergency lighting layouts, the Company shall use reasonable skill and care however the Client acknowledge that the designs are indicative only and that the Company cannot accept responsibility for such designs. The Company does not warrant the accuracy of such designs or that they will meet the Company's requirements. These free of charge indicative lighting layouts, lighting calculations or emergency lighting layouts are different and separate from the Services described in Section 2 – Supply of Services, for which Standard Charges are applicable and the terms and condition detailed in Section 2 – Supply of Services apply.
- 1.17.3 The Company may assign, subcontract or novate any part or parts of its rights and obligations under these Terms and Conditions and this agreement without Client consent or any requirement to notify the Client.

1.18 Non - waiver of rights

- 1.18.1 The Company's failure to enforce one or more of the clauses of these general terms and conditions cannot be construed as a waiver of these rights.
- 1.18.2 If any term or condition of this agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the agreement shall continue in force without such term or condition.
- 1.18.3 No delay or failure on the part of the Company to enforce its rights or remedies under the agreement shall constitute a waiver on the Company's part of such rights or remedies unless such waiver is confirmed in writing.

1.19 Unforeseen circumstances

- 1.19.1 The Company reserves the right to impose amendment of the contract if unforeseen circumstances arise.

1.20 Law and Jurisdiction

- 1.20.1 These Terms and Conditions and our agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

Section 2- SUPPLY OF SERVICES

2.1 Definitions

In these terms and conditions, the following expressions have the following meanings:

"Company" means; Light Division Limited (registered number 08344391);

"Conditions" means these terms and conditions;

"Client" means any person or company named on the Specification Sheet for whom the Company has agreed to provide the Services in accordance with these Conditions;

"Client Material" means any documents, materials or information provided by the Client relating to the Services pursuant to Clause 2.5.1;

"Contract" means the contract for the provision of the Services;

"Output Material" means any documents or other materials, and any data or other information provided by the Company relating to the Services;

"Specification Sheet" means the sheet describing the specific lighting design services and Standard Charges for which the Client is contracting the Company;

"Services" means the lighting design services to be provided by the Company for the Client at Standard Charges, as more particularly described in the Specification Sheet;

"Standard Charges" means the charges shown in the Specification Sheet or otherwise quoted to the Client in writing;

"Third Party Suppliers" has the meaning given to it in Clause 2.6.1.

2.2 Terms of Agreement

- 2.2.1 These Conditions shall apply to all Contracts and shall take precedence over and supersede any terms and conditions previously issued by the Company or issued by the Client. The Company commencing to supply the Services to the Client shall

be conclusive evidence of the acceptance of these Conditions. The Company will not accept terms and conditions other than those specified nor any other additional or variations thereto.

2.2.2 The Terms and Conditions, any order form, Specification Sheet and payment instructions constitute the entire agreement between the Company and the Client. No other terms, representations, promises or statements whether expressed or implied shall form part of this agreement including for the avoidance of doubt, any terms and conditions which the Client tries to apply in any purchase order, confirmation of order, specification or other document or communication. In the event of any conflict between these Terms and Conditions and any other term or provision, these Terms and Conditions shall prevail.

2.2.3 No employee or agent of the Company has the power to vary these Conditions unless such variation is recorded in writing and signed by a director on behalf of the Company. No employee or agent of the Company has any power to make any representation on the part of the Company and the Client agrees that he has not relied on any such representations.

2.2.4 The agreement between the Client the Company will only come into existence once the Company has accepted the Client's instructions and the Client has signed the Specification Sheet. Once the Specification sheet has been signed, there is a binding legal agreement between the Client and the Company. In addition, if the Client has not signed the Specification Sheet but continue to accept the Services, a binding legal agreement will be deemed to have been entered into between the Client and the Company.

2.3 Supply of Services

2.3.1 The Company shall provide the Services to the Client subject to these Conditions, as such may be varied in the Specification Sheet.

2.3.2 The Services shall (subject to these Conditions) be provided:
(a) in accordance with the description of the Services set out in the Specification Sheet; and
(b) subject to paragraph (a), in accordance with the Client's reasonable instructions from time to time relating to the Services.

2.3.3 Nothing in Clause 2.3.2 shall prejudice the statutory duty of the Company to provide the Services with reasonable skill and care.

2.3.4 Notwithstanding Clause 2.3.2, the Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Services.

2.3.5 The Company shall use reasonable endeavours to provide the Services within the time set out in the Specification Sheet or, if no such time is specified, within a reasonable time. The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

2.4 Charges and Terms of Payment

2.4.1 For the provision of the Services, the Client shall pay the Company:
(a) the Standard Charges;
(b) any expenses incurred on behalf of the Client which are referred to in the Specification Sheet or are otherwise agreed between the Company and the Client; and
(c) any additional sums which are referred to in the Specification Sheet or are otherwise agreed in writing between the Company and the Client.

2.4.2 The Company may vary the Standard Charges from time to time by giving not less than one month's written notice to the Client.

2.4.3 Value added tax is payable on the Services in addition to the Standard Charges and on all other sums payable under these Conditions at the appropriate rate.

2.4.4 The Company may invoice the Client following the end of each month in which the Services are provided or at other times agreed with the Client.

2.4.5 Unless otherwise expressly agreed in writing by the Company, the Client will pay strictly within 30 days of the date of the invoice being submitted by the Company.

2.4.6 Payment should be made by bank transfer to the account numbers shown on the invoice, or by cheque payable to the Company.

2.4.7 If payment or any part thereof is not made by the due date, the Company reserves the right to withhold Services from the Client and determine any contract. The Company shall also be entitled to charge interest on all outstanding amounts at the

rate of 5% per annum above the current base rate of Lloyds Bank plc, accruing on a daily basis until the date of payment (whether before or after judgment).

- 2.4.8 Any output from the Services remain the property of the Company until payment has been made.
- 2.4.9 Any discounts granted lapse in the event of overdue payment.
- 2.4.10 Failing payment of an invoice on the due date, or non-compliance with payment terms granted, all the other invoices issued by the Company to the Client shall fall due immediately, without prejudice to the Company's other rights.
- 2.4.11 The Company is also entitled to compensation for any other costs, such as collection expenses and judicial expenses, costs and the fees of lawyers used by the Company, but for the extra-judicial and judicial steps to ensure debt recovery, as well as costs arising from unpaid bills of exchange.

2.5 Rights in Materials

- 2.5.1 If any documents, materials or information are required for the performance of the Services, the Client shall at its own expense supply the Company with such Client Material within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all Client Material. The Client shall at its own expense retain duplicate copies of all Client Material and the Company shall have no liability for any loss or damage to such Client Material, however caused.
- 2.5.2 All Output Material shall be at the risk of the Client from the time of delivery to the Client.
- 2.5.3 The property and any copyright or other intellectual property rights in:
 - (a) any Client Material shall belong to the Client;
 - (b) any Output Material shall, unless otherwise agreed in writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes for which the Services were provided by use of a non-exclusive licence, subject to payment in full of all sums payable under the Contract.

2.6 Other Suppliers of Goods and Services

- 2.6.1 The Company may from time to time provide the Client with the names of other suppliers of goods or services ("Third Party Suppliers"). In providing such names, the Company is not making any recommendation or representation regarding the fitness of the Third Party Suppliers to supply the relevant goods or services and the Client must not rely on the fact that the Company has supplied such names and must satisfy himself of the fitness of such Third Party Suppliers.
- 2.6.2 If any Third Party Supplier supplies any goods or services to the Client, the contract to do so is between the Third Party Supplier and Client as principals and the Third Party Supplier is not acting as the agent or sub-contractor of the Company. Consequently, the Company shall not be liable for any misperformance or negligent performance by Third Party Suppliers of any contract between themselves and the Client.
- 2.6.3 For the avoidance of doubt, if the Company supplies any goods to the Client, it does so on its own terms for the supply of goods as described in Section 1 – Sale of Goods, of these Terms.

2.7 Limitations of Liability

- 2.7.1 The Company shall in no circumstances have a greater liability to the Client than the amount of the Charge for the Services and will not be liable for any consequential or indirect loss.
- 2.7.2 The Company disclaims any and all liability to the Client for the supply of Services to the fullest extent permissible under applicable law. If the Company is found liable for any loss or damage to the Client such liability is limited to the amount paid for the relevant Services. The Company cannot accept any liability for any loss, damage, costs, expenses or any other claims for compensation, including any direct or indirect loss such as loss of profits, to the Client howsoever arising. This limitation of liability does not apply to personal injury or death arising as a direct result of our negligence.
- 2.7.3 The Company does not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss or damage to property and/or loss from claims of third parties arising out of the use of the Services purchased from it.
- 2.7.4 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, or misleading or from any other fault of the Client.

2.7.5 The Company shall not be held liable for any misrepresentations other than fraudulent misrepresentations.

2.7.6 The Client shall hold the Company harmless against any claims from third parties for any losses.

2.8 Termination

2.8.1 Either party may terminate the Contract at any time by giving not less than 7 days written notice to the other

2.8.2 All sums due under any Contract will become payable immediately and the Company may terminate the Contract without incurring any liability if the Client: (a) defaults under the terms of the Contract; (b) suffers any distress or execution on its property; (c) enters a compromise agreement with creditors; (d) is the subject of insolvency or bankruptcy proceedings before the courts; or (e) suffers the equivalent in any other jurisdiction.

2.9 Force Majeure and Unavailability of Goods

2.9.1 The performance of all contracts is subject to cancellations by the Company owing to any act of God, war, strikes, any acts of government, national emergencies, lock-outs, fire, flood, drought, tempest of any other cause beyond the reasonable control of the Company and the obligations of the Company shall be held in abeyance for the duration of any such circumstances and any date or deadline under this Contract shall be extended by a period equal to the duration of the existence of such circumstances.

2.9.2 The Company's liability is always limited to refunding the value of the Services. The Company cannot be held liable for other direct or indirect losses such as loss of sales, consequential loss, physical injury or losses by third parties.

2.10 Company Obligations

2.10.1 The Company's responsibilities to the Client extend solely to the supply of Services and the Sale of Goods, as described in Section 1, Sale of Goods. The Company is not responsible for any works resulting from the supply of Services. Nor is the Company responsible for overseeing the works by a third-party. It is the Client's responsibility to appoint and oversee a competent third-party for the carrying out of any works.

2.10.2 The Company may assign, subcontract or novate any part or parts of its rights and obligations under these Terms and Conditions and this agreement without Client consent or any requirement to notify the Client.

2.11 Terms of Agreement

2.11.1 These Conditions shall apply to all Contracts and shall take precedence over and supersede any terms and conditions previously issued by the Company or issued by the Client. Acceptance of the Services shall be conclusive evidence of the acceptance of these Conditions.

2.12 Non - waiver of rights

2.12.1 The Company's failure to enforce one or more of the clauses of these general terms and conditions cannot be construed as a waiver of these rights.

2.12.2 If any term or condition of this agreement shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of the agreement shall continue in force without such term or condition.

2.12.3 No delay or failure on the part of the Company to enforce its rights or remedies under the agreement shall constitute a waiver on the Company's part of such rights or remedies unless such waiver is confirmed in writing.

2.13 Unforeseen circumstances

2.13.1 The Company reserves the right to impose amendment of the contract if unforeseen circumstances arise.

2.14 Law and Jurisdiction

2.14.1 English Law shall be the proper law of any to which these Conditions apply and the English courts shall have jurisdiction over any disputes in relation to any such contract.