

Standard Terms + Conditions of Sale

All sales by Clearvision Lighting Limited (the company) and its affiliates (collectively 'Swann Group Ltd') are subject to the following terms and conditions of sale. 'goods' refers to any products sold by the company and 'customer' refers to the person or entity purchasing good from the company. The terms and charges below are superseded by any conflicting terms on the company's price list or on invoices issued to customer by company. All goods and services supplied by the company will be subject to the following terms and conditions of sale:

1) Prices

- a) All quotations and estimates given by the company are for information only and constitute an invitation to treat - they are not an offer unless stated in writing by the company.
- b) All prices are provisional and subject to the following conditions:
 - i. Published prices and any trade discounts applicable to the company's goods and services are those ruling on date of publication and are subject to amendment without notice.
 - ii. Goods will be invoiced at the price accepted on the company's sales order acknowledgement.
 - iii. VAT will be added in accordance with the applicable rate at time of despatch.
 - iiii. Discounts, promotions or waivers offered on pricing are subject to payment within the terms of sale. If payment is not made within this timeframe any discount, promotion or waiver applied will be invoiced and become immediately due for payment.

2) Orders and Delivery

- a) Despatch dates on the sales order acknowledgement are estimates only and no liability is accepted for any revision made to those dates or for any delay in transport to site.
- b) Where a purchaser wishes to agree a firm programme of delivery this will be agreed in writing by the Company. The customer agrees to take a goods according to this programme and accepts that any failure to do so may incur additional charges in storage and transport.
- c) The Company reserves the right to despatch goods by the most practical method and the general conditions of carriers will be accepted and observed by the purchaser.
- d) It is the responsibility of the purchaser to inspect the goods on delivery and report any discrepancy, damage or shortages to the Company within 48 hours. No liability of whatever nature will be accepted from any failure to submit such a report within this period.
- e) The Company's prices include for standard delivery hours (9.00am-5.00pm) in economical quantities. Multiple small deliveries, special times or conditions of delivery are subject to additional charges. The responsibility for offloading the vehicle lies with the purchaser.

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f) Any returned goods must be agreed by the Company in writing and in advance and will then be subject to the following handling charges:

- i. Standard luminaires 25% of original order value.
- ii. Variants of standard luminaires 50% of original order value.
- iii. Bespoke luminaires 75% of original order value.

All sales are final and no return of non-damaged Goods will be accepted without prior written authorisation from the Company. If the Company determines that it erred on the quantity, style or other aspect regarding the initial shipment of Goods, the Company will authorise the return of saleable Goods and will forward Customer an authorisation number provided the request for return authorisation is made within 48 hours of Customer's receipt of the merchandise shipped in error.

g) Products made specifically for a customer's requirement (a 'special') are not returnable and as such any return will be charged at 100% of the order value. Any special product is manufactured to a delivery programme provided by the customer and it is a condition of these terms that the customer takes delivery of the goods on that programme. Any deferral of the programme may incur additional charges and be subject to revised prices.

h) All order cancellations must be made in writing stating the original order reference number and date. Any cancellation made more than 7 days after the original order date, will incur a cancellation charge of 15% of the order value - in the case of a 'special' product (see g) above) this charge rises to 30% of the order value. Order Cancellations are not accepted within 5 working days of the delivery date on the sales order acknowledgement and will therefore be charged at 100% of the order value.

i) The Company does not accept any contingent or associated liability from any failure to deliver the goods on time, unless previously agreed in writing by a Director of the Company.

j) Small orders/deliveries under (£7,000) may be subject to additional delivery charges.

3) Information

a) General information is provided in the Company literature, on the website and in other places. This information is provided to help with the specification, installation and operation of the Company products, but it is not intended to be relied upon for project specific purposes and therefore no liability will be accepted for any loss or costs incurred as a result of any inaccuracy or omission in the general information of the Company.

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b) Specific information for projects is provided in the form of drawings, layouts, lighting calculations, datasheets or similar documents. This information is based on that received from the purchaser and other members of the projects team. No responsibility is accepted for either the accuracy of the project information or any subsequent derivative information provided as a free service by the Company. It is the responsibility of the purchaser to independently check that the design data, quantities, ceiling integration details are correct prior to placing their order with the Company.

c) Design information is provided as free service by the Company to support its products and not as a professional service with the responsibilities associated thereto. Any design information provided relates only to Company products and no responsibility of whatever form is accepted from its wider application to other products or elsewhere.

4) Ownership

The Company retains ownership of the goods until all the invoices against an order have been paid in full. It is accepted that for products without serial number identification generic product descriptions are sufficient to identify goods subject to such retention of ownership. Should the products in question be modified to form a component or constituent part of some new object, the Company shall be granted title, without formality to ownership of the goods, to that new object in such a way as to clearly identify them as the property of the Company.

5) Data Protection Act

The Company may transfer information about the purchaser to the company financiers/bankers for the purposes of credit approval, analysis and debt collection. Any such transfer of information will be undertaken with due cognisance of the provisions of the Data Protection Act and any personal information obtained therefrom shall be treated accordingly.

6) Warranty

All goods supplied come with a standard 5 year warranty, the first 2 years includes parts and labour, the remaining 3 years parts only. An extended warranty is available for certain product Lines – details are available on request.

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7) WEEE

UK law requires environmental provision be made for recycling of electronic products, including light fittings, and under the WEEE Directive the Company makes such provision via a WEEE Levy, which is added to invoices to cover the environmental charge.

8) General

If a breach of contract by the purchaser or an action of bankruptcy, winding up, liquidation or receivership is made against the purchaser, the Company shall have the right to determine any contracts then existing. Upon written notice of such determination being posted to the purchasers last known address by the Company or their representatives and subsisting contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise exercise.