

Experience Lighting Limited - Terms and Conditions of Trading

In these Terms and Conditions of Trading (“Terms and Conditions”) “Experience Lighting” means Experience Lighting Ltd and “the Customer” means the person, firm, company or organisation purchasing the goods / services from Experience Lighting.

1. Acceptance of Orders

All quotations made to the Customer and orders accepted by Experience Lighting from the Customer are subject to, and deemed to incorporate, these Terms and Conditions. These Terms and Conditions shall prevail and override any other terms, conditions and provisions referring to the goods and /or services. Any conflicting terms in documents passing between Experience Lighting and the Customer will have no legal effect. No terms introduced by the Customer shall take priority over the Terms and Conditions of Experience Lighting.

2. Delivery of Orders

- 2.1. Any delivery time quoted by Experience Lighting shall be treated as an estimate only. Whilst Experience Lighting shall endeavour to despatch goods in accordance with the estimate delivery date, no liability can be accepted by Experience Lighting for failure to deliver within the estimated dates. Experience Lighting shall not be liable for any loss (including consequential loss or loss of profit) arising either directly or indirectly from any delay in the delivery of any goods or services.
- 2.2. Experience Lighting shall be permitted to deliver part orders and each part delivery shall be deemed to be sold under a separate contract.

3. Claims for Damaged Goods or Short / Lost Deliveries

- 3.1. Experience Lighting shall not be liable for any loss, damage or short delivery, however arising, when goods are collected from Experience Lighting by the Customer’s own carrier.
- 3.2. On receipt of any delivery made by the carrier of Experience Lighting, the Customer shall sign for the delivery as “unchecked”. Failure to do this will invalidate any claim for shortage or damaged goods.
- 3.3. Any claim for damage or short delivery of goods when delivery is made by the carrier of Experience Lighting must be made within 24 hours of receipt of the delivery.

4. Prices and Specifications

Experience Lighting reserves the right to alter any prices or specifications, type or model of goods at any time and all goods are sold subject to the price, specification and conditions ruling at the time of delivery. The entry of an order by Experience Lighting shall not be construed as its acceptance of such order at that particular price.

5. Warranty

- 5.1. All goods sold by Experience Lighting, unless otherwise stated, are covered by the manufacturer’s warranty and is a back to base warranty. It is the responsibility of the Customer to deliver any faulty goods back to Experience Lighting and in the case of a valid warranty claim being made, Experience Lighting will either repair or replace the goods and send the goods back to the Customer as quickly as possible. In the event of goods being returned as faulty but no fault found, it is the responsibility of the Customer to arrange and bear the cost of the return carriage.

- 5.2. Experience Lighting will not consider any unit for repair or replacement under warranty until a valid serial number has been received from the customer and Experience Lighting has verified that the said unit was supplied within a period for which warranty will apply.
- 5.3. Experience Lighting will not be liable for any loss (including consequential loss of profit) arising, either directly or indirectly, due to units having been returned to Experience Lighting for repair under warranty. It is not a responsibility of Experience Lighting to supply replacement units while repairs are being carried out.
- 5.4. All goods must be serviced/maintained in accordance with the manufacturer's handbook/guidelines. Warranty repair/replacement can be refused if it is clear that these guidelines have not been adhered to.

6. Advance Replacements / Loan Units

- 6.1. In the event of any goods being sent to the Customer as an advance replacement, the goods will be recorded on a sales invoice and the risk in the goods shall pass to the Customer. To enable a credit to be issued, the Customer will return the faulty part to Experience Lighting within seven days of receipt of the advance replacement. In the event of goods not being returned, or if returned goods are found to be ineligible for warranty replacement then a credit note will not be issued and the advance replacement item will be chargeable.
- 6.2. In the event of any goods being loaned to the Customer, the goods will be recorded on a sales invoice and the risk in the goods shall pass to the customer. To enable a credit note to be issued, the goods must be returned to Experience Lighting, in good condition, properly packed at the end of the loan period. The Customer is liable for any charges incurred if replacement packaging or repair is required.

7. Title to Goods

- 7.1. The risk in the goods shall pass to the Customer on receipt of the goods by the Customer.
- 7.2. Ownership of the goods shall remain vested in Experience Lighting and legal and equitable title shall not pass to the Customer until the goods have been paid for in full. However, the value of goods on which Experience Lighting holds retention of title will at any time not exceed the amount owed to Experience Lighting by the Customer. Until payment in full for the goods has been received by Experience Lighting, the Customer shall hold the goods in a fiduciary capacity as Bailee for Experience Lighting.
- 7.3. The Customer shall be able to sell the goods in the ordinary course of its business before the legal title in the goods are vested in the Customer on the following conditions:
 - 7.3.1. If the Customer sells the goods, the Customer shall hold the proceeds of such resale in fiduciary capacity on trust for Experience Lighting and the Customer shall have no beneficial interest therein and the Customer shall, if it is the wish of Experience Lighting, place such proceeds in a separate designated bank account;
 - 7.3.2. If the Customer sells any goods to which the goods have been affixed or to which they have been incorporated, that part of the proceeds of such sale as represents the unpaid price of the goods shall be held in trust for Experience Lighting and if so required shall be placed in a separated designated bank account.

- 7.4. Experience Lighting may revoke the Customer's aforesaid right to sell by written notice to the Customer if the Customer is in default payment of any sums whatsoever due to Experience Lighting or if any bills of exchange, cheque or other negotiable instruments drawn or accepted by Experience Lighting in its favour are dishonoured on presentation for payment. Upon any such revocation of the right to sell, the Customer shall permit Experience Lighting and / or its appointed agents to enter the Customer's premises, or any premises where the goods may be kept, for the purpose of removing all of the goods which have not been paid for.
- 7.5. The Customer's aforesaid right to sell shall automatically cease if the Customer suffers an execution to be levied on his goods or has a receiving order in bankruptcy made against him or his company or any individual if that individual is part of the Customer. The right to sell shall automatically cease if the Customer, being a body corporate, has a Receiver, Liquidator or Administrative Receiver appointed or if a petition is presented or a resolution is passed for the winding up of the Customer's company (other than for the purposes of reconstruction or amalgamation).

8. Payment Terms

- 8.1. Credit facilities will only be granted to any Customer who has an authorised credit account with Experience Lighting. The Customer will settle invoices in accordance with Experience Lighting's standard settlement terms which are payment due no later than 30 days after the date of the invoice. These settlement terms will apply to all sales invoices unless any other terms are agreed in writing.
- 8.2. Experience Lighting shall be entitled to charge interest on a daily basis at 6% over the prevailing Bank of England base rate on any and all accounts that are overdue for payment.
- 8.3. If a settlement discount is offered by Experience Lighting, the Customer will only take and be entitled to take such discount if the invoice on which the discount is offered is paid by the due date

9. Return of Goods

Should Experience Lighting agree to the return of any goods previously supplied, the Customer agrees that a restocking charge of 20% can be applied to each item and all carriage shall be the sole responsibility of the Customer. No unit will be considered for return that is not in a brand new condition. In addition, Experience Lighting reserves the right to charge for replacement packaging should the original packaging be damaged.

10. Fitness for Purpose

- 10.1. Experience Lighting gives no warranty that the goods are fit for the Customers purpose or purposes. The Customer warrants that he has satisfied himself that the goods will be fit for every purpose for which he requires them and that he does not rely on any skill or judgement of Experience Lighting in that regard.
- 10.2. The Customer further warrants that:
- 10.2.1 He is aware that the goods are supplied for the purpose for which they were manufactured, and
 - 10.2.2 He has all the licenses that are required for their use, and
 - 10.2.3 The goods will be tested prior to use, and
 - 10.2.4 The goods will only be used by suitably qualified individuals, and
 - 10.2.5 The goods will be regularly serviced , tested, certified and inspected, and
 - 10.2.6 The goods will not in any way be adapted or altered.

11. Intellectual Property

11.1. Intellectual Property is defined as all works created by Experience Lighting, including but not limited to programming files, software, artistic content and other related design processes.

11.1.1. Preexisting Intellectual Property - Except for rights expressly granted in advance and in writing, Experience Lighting and the Customer will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

11.1.2. Independently Developed Intellectual Property - Any Intellectual Property developed solely by Experience Lighting without the participation of the Customer is and will remain the sole and exclusive property of Experience Lighting.

11.1.3. At the point of termination of an agreement, unless expressly granted in advance, in writing and agreed by both Experience Lighting and the Customer, any IP protection – for example passwords, licenses or access to original software – will be retained and withheld for a period of no less than 12 months from the date of last site attendance. After this time passwords can be requested by the Customer.

12. Product Knowledge

12.1. The customer will bring to the attention of those who use the goods supplied by Experience Lighting, all instructions provided by Experience Lighting on their use (including precautions to be taken and routine maintenance procedures) and will to the best of his ability ensure that they have the necessary skill and understanding required in respect of their use. The Customer will be deemed to have undertaken their duties in this regard if they have instructed their purchaser either in writing or verbally about the operation of the product and have passed onto the purchaser any information on operation provided by Experience Lighting and/or its supplier.

13. Effective Period

The foregoing Terms and Conditions shall apply to all quotations given and all orders accepted by Experience Lighting after the 1st May 2015 and shall remain effective and in force until superseded by any future Terms and Conditions that may be issued by Experience Lighting.

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