



CONDITIONS OF SALE & TERMS OF BUSINESS

1. CONDITIONS.

These terms and conditions alone shall govern the contract between Buyer and Energy At Work Limited (hereinafter referred to as the Company) and no other terms or conditions which may appear on any document shall be binding on the Company unless expressly agreed, in writing, signed for and on behalf of the Company.

2. COPYRIGHT

All written material including but not exclusively limited to quotations, lighting surveys, financial projections and specifications are Copyright to Energy At Work Limited and must not be disclosed to or transmitted to any third party without our prior written agreement, and in the event that these are used without our written agreement in a project which does not incorporate our own products we reserve the right to charge a consultancy fee at a level to be agreed by a mutually acceptable independent expert.

3. PRICES

Most orders will require up to 40% deposit and the goods will not be ordered until we are in receipt of this payment in our bank account. Prices are based on delivery lead time of up to 10 weeks from date of receipt of deposit.

4. VALIDITY

Written quotations will be valid for a period of seven days from the date of Quotation, then subject to variation unless otherwise stated.

5. DELIVERIES

(a) Any delivery date indicated by the Company shall be construed as an estimate only. In the event of any stoppage of work due to any strike, lockout, trade dispute, breakdown, accident or other cause beyond the reasonable control of the Buyer or Company, and which affects the ability of the Company to make or the Buyer to accept delivery of the Goods, delivery of the goods may be partially or wholly suspended until normal working is resumed or the cause of the stoppage is remedied, and neither party shall be under any liability to the other for any consequence of any delay in delivery through such cause. Prices are based on delivery lead time of up to 10 weeks from date of receipt of deposit.

6. RETURNS

We manufacture many items to order even if they feature on our price-lists. Therefore we reserve the right not to accept returns of items which we were not already holding in stock. However, if a return is agreed the customer must return the products in their original packaging and in saleable condition with no damage to products or packaging and prove that the products have not been used in any way or even for a short period. A restocking fee will be payable on all returns. The current % of restocking fee is 27% based on the current products price and if agreed to the goods being returned the restocking period is limited to 21 days from the date of delivery. This only applies to stock items. All delivery/courier costs must be covered by the customer. It is the customer's responsibility to make sure the goods are all packaged up correctly and any damaged in transit will not be taken into account when items are refunded. Any refund is subject to the goods being inspected once returned.

7. SALE OR RETURN BASIS

If goods are sent on a basis of "sale or return" then the goods are not charged if these products are returned within 21 days of installation in saleable condition with no damage to products or packaging we will not require payment. If any damage is done to the products or packaging and the goods are not returned within the agreed period that the goods must be paid for in full.

8. INCORRECT GOODS OR LOSS OR DAMAGE IN TRANSIT

The Company shall not be liable for: (a) Damage to a consignment or any part of a consignment in respect of which the packaging or consignment is noted as damaged on a consignment note or delivery document unless a claim is made in writing within 48 hours after the delivery of the consignment; (b) Damage to, or loss from a consignment or any part of a consignment of which the packaging or consignment is not noted as damaged upon a consignment note or delivery document unless the Company are advised thereof by telephone on the next working day after the delivery of the consignment and a claim is made in writing within 4 days after delivery of the consignment; (c) Loss or non-delivery of the whole of a consignment or any parcel or package forming part of a consignment unless the Company are advised of the loss or non-delivery in writing otherwise than upon a consignment note or delivery document within 48 hours of expected delivery and the claim is made in writing 10 days after the commencement of transit. Goods damaged or lost in transit will be replaced free of charge provided that the Company receives a full written claim within the periods stated. Failure to give such notice shall release the Company of all responsibility in this connection. It is the buyer's responsibility to have checked the details on the quotation and independently verified them to be correct, and by signing this they are ordering the lighting products listed in full knowledge that they will not be able to return any items which have been ordered incorrectly or which are surplus to their needs.

9. DESIGN ALTERATION

The equipment may vary slightly in detail from the illustrations and descriptions and products demonstrated as a result of improvements in design or changes in techniques.

10. CONTINUOUS PRODUCT DEVELOPMENT

All our Suppliers and Manufacturers have a policy of continuous product development so that new standards and regulations can be met as they are introduced. For this reason we must reserve the right to alter specifications without notice and products will sometimes be supplied with modifications which do not strictly comply with illustrations or descriptions given.

11. DEFECTIVE GOODS

Provided that notice of any defect in the goods is given to the Company within 1 week of receipt of the goods by the Buyer, the Company shall replace any goods which are defective in workmanship or materials. In the event we are unable to provide a replacement we shall refund the purchase price. Except as may be imposed on the Company by law, the Company shall be under no liability for any damage or loss resulting from the use of the goods whether defective or otherwise, nor for any consequential damages, nor for any cost incurred by the Buyer in connection with the goods for whatever reason. The Company will not be under any liability for the cost of work carried out by the Buyer to the goods, unless such liability has been previously agreed, in writing, between the Company and the Buyer.

12. CLAIMS

Under no circumstances will any Buyer have any claim against the Company for damages for consequential loss, loss of profits, or indemnity against claim by other parties in respect of non-delivery, delay in delivery or defects in the nature of quality.

13. CREDIT ACCOUNTS

In the event that we agree to credit terms we will require three satisfactory Trade References with one supporting Bank Reference, plus we reserve the right to request a carry out a credit check from a credit checking agency and in any case after an initial order has been placed and processed by way of Pro-forma Invoice and subsequent satisfactory payment by return. The Company reserves the right to refuse to grant credit without reason or discussion.

14. PAYMENT

Payment is due by no later than the close of business on the day stated on the invoice under the terms mentioned. Should default in paying any sums due for goods supplied occur by the Buyer, the Company reserves the right to charge interest at 8% per month above the base rate charged by the clearance banks, from the due date of payment, and/or suspend all further deliveries, until default is made good, or to terminate the contract in respect of any undelivered goods.

15. EXCHANGE RATE

Where we have guaranteed price quotes for a period, these are still subject to change if the USD/POUND exchange rate worsens by more than 8% from date of quote.

16. RETENTION OF PROPERTY

The goods shall remain the sole and absolute property of the Company as legal and equitable owner until such times as the intending Buyer shall have paid to the Company the agreed price for goods supplied, together with the full price of any other goods the subject of any other contract with the Company. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored, installed or where they are reasonably thought to be stored or installed and may repossess the same. Until such a time as the intending Buyer 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 and the Buyer shall also be responsible to insure the goods in the normal way. The intending Buyer acknowledges that he is in possession of the goods solely as a fiduciary for the Company until such times as the intending Buyer shall have paid the Company the agreed price. It is a condition that the entire proceeds of sale are held in trust for the Company and shall not be mingled with other monies or paid into any overdrawn Bank account and shall be at all times identifiable as the Company's monies.

17. FORCE MAJEURE

Every effort will be made to carry out the Contract, but its due performance is subject to cancellation by the Company or such variation as we may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour disputes, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the Company's control. Reimbursements cannot be considered in the event that the Buyer later becomes aware of a testing or certification standard for which the product has not been tested or complied and which was not required in writing by the Buyer at time of order, or of possible future changes in legislation or standards which restrict or prohibit the sale or use of these items after the date at which they were ordered.

18. PRECEDENCE

In the event of the Buyer's Order containing or being subject to terms and conditions at variance with all or any of the foregoing, the Company's will prevail.

19. LAW

These conditions and all other expressed terms of contract shall be governed and construed in accordance with the Laws of England.

20. WEEE REGULATIONS

Energy At Work Limited is meeting its producer responsibility via membership of VALPAK Limited Producer Compliance Scheme. Customers purchasing these products agree to dispose of them in a responsible and safe environmental way in accordance with the current WEEE regulations. All electronic components need to be recycled at an Authorised Approved Treatment Facility (AATF).

21. SURVEYS

Unless instructed otherwise we have excluded any area of your building where lights are used for minimal hours eg. storage areas. This is because the energy savings and payback would have been poor. If we surveyed your site we do not promise to have found all lights/rooms. Please review our proposal carefully to ensure it provides all lights you need.