



Terms and Conditions of sale

1. General

1.1 In these Conditions:

"the Company" or "us" means Good Directions Limited (registered number 2318830); "Buyer" or "you" means the person whose order is accepted by us; "Goods" means the goods and/or Services (as defined below) (including any installation of the Goods), which we agree to sell and you agree to purchase pursuant to any order.

1.2 All quotations are made by us and all orders are accepted by us subject to the following Conditions. If there is any conflict between these Conditions and the terms of your enquiry or order then these Conditions shall prevail. No variation of these Conditions shall be binding unless agreed in writing by us.

1.3 Written confirmation of telephone orders placed by you must be clearly identified as such, failing which you shall be responsible for any duplicate orders that may result.

1.4 The Company's employees are not authorised to make any representations concerning the Goods unless confirmed by us in writing and we shall not be liable for any representations (unless fraudulent) which are not set out in full on your order at the time it is accepted by us.

1.5 Any typographical, clerical or other errors or omissions in any sales literature or any quotation, acceptance of offer, invoice or other document or information issued may be corrected by us without any liability. If such correction is unacceptable to you at time of notification then the order may be cancelled.

2. Orders

2.1 The quantity, quality and description of and any specification for the Goods shall be as set out in our quotation when accepted by you. All quotations issued by us shall be valid for a period of 30 days only. On acceptance of an order we shall send you an acknowledgement of receipt in the form of an invoice. No order shall be delivered or accepted by us until our written acknowledgement.

2.2 We reserve the right to make any changes in the specification of the Goods necessary to conform to any applicable statutory or EC requirements and which do not materially affect their quality or performance.

2.3 No order which has been accepted by us may be cancelled or varied by you except with our agreement in writing and on terms that you reimburse us in full for all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses howsoever incurred by us as a result of any cancellation or variation of the order less than 4 weeks before despatch. If any cancellation or variation occurs more than 4 weeks before despatch then a levy of 50% of the value of the order will be charged to you.

2.4 If you make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation; or a receiver is appointed, over any of your property or assets; or you cease, or threaten to cease, to carry on a business; we reasonably believe that any such event is about to occur then, without prejudice to any other right or remedy available to us we shall be entitled to cancel any order placed by you or suspend any further deliveries to you without any liability to us and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

2.5 If you fail in your obligations to supply requested technical information and if such breach is not corrected by you within 14 days notice of such breach then we shall be permitted to suspend or cancel any order you may have with us.

3. Prices

3.1 The price of the Goods shall be our quoted price.

3.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods to reflect any increase in our costs due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, price of materials, transport, currency regulation, alteration of duties, etc.) At such time you have the right to terminate the order if the increase is unacceptable by giving us notice within 7 days of receiving notification of any such increase.

3.3 All prices quoted are ex-works and net of all taxes and duties and exclusive of value added tax, which you shall be additionally liable to pay to us. All packaging and delivery charges are additional to the price unless clearly stated otherwise.

4. **Payment**

- 4.1 Regular buyers wishing to open a credit account are requested to provide two trade and one banker's reference. Until we have approved a credit account and confirmed it in writing all Goods must be paid for before a delivery. We shall have complete discretion to withdraw any credit account at any time.
- 4.2 Payment of the price of the Goods, if credit terms have been accepted in accordance with clause 4.1 is due on the date stated on the invoice. The time of payment of the invoiced amount shall be of the essence of the contract between us.
- 4.3 If you fail to make any payment on the due date then, in addition to any other right or remedy available to us we may:
- 4.3.1 withdraw and invoice you for any settlement discount;
 - 4.3.2 demand immediate payment of all invoices then outstanding
 - 4.3.3 cancel the order or suspend any further deliveries to you;
 - 4.3.4 appropriate any payment made by you to such of the Goods (or the Goods supplied under any other order) as we may think fit; and
 - 4.3.5 charge interest (both before and after any judgment) on the amount unpaid, at the rate of 5% per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 4.4 We reserve the right to pass on to you any bank charges for exchange of currency if payment is made in any currency other than that stated on the invoice.

5 **Delivery**

- 5.1 Any dates quoted for delivery are approximate only and we shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the contract between us unless agreed in writing. We may deliver the Goods in advance of the quoted delivery date upon giving reasonable notice to you.
- 5.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments or any claim by you in respect of any one or more instalments shall not entitle you to treat the remainder of the order or any other orders as repudiated.
- 5.3 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to us, we may store the Goods until actual delivery and charge you for the reasonable costs including insurance and storage or treat the contract as terminated.
- 5.4 In relation to the supply of Services delivery will be deemed to have been affected when the Services have been completed.

6. **Risk and property**

- 6.1 Risk of damage to or loss of the Goods shall pass to you at the time you collect the goods or where we deliver the goods ready. You shall insure the Goods immediately from the time of such collection or delivery.
- 6.2 Property in the Goods shall not pass to you until we have received payment in full for the Goods.
- 6.3 Until such time as the property in the Goods passes to you (and provided the Goods have not been resold), we may at any time require you to deliver up the Goods to us and if you fail to do so forthwith, we may enter upon your premises where we reasonably believe the Goods may be stored and repossess the Goods supplied by us.
- 6.4 You may not pledge or in any way charge by way of security for any indebtedness any of the Goods, which remain our property, but if you purport to do so all moneys owing by you to us shall (without prejudice to any other right or remedy) forthwith become due and payable.

7. **Returns & Packaging**

- 7.1 You shall inspect the Goods immediately upon collection or delivery (as appropriate) and shall within 24 hours from delivery or collection notify us by phone or by email if you believe the Goods are not in accordance with the contract. If you fail to give such notice within such period it shall conclusively be presumed that the Goods are in all respects in accordance with the contract, that you have accepted them and you shall have no right to reject the Goods. We may require samples of any alleged defective Goods for analysis purposes.
- 7.2 Goods may not be returned without our agreement. Goods which have been modified by you or damaged by you in any way may not be returned. Goods returned must be consigned carriage paid, be well packaged and accompanied by a packing note stating the original order number. The original cost of sending out the goods will not be refunded and in some instances a re-stocking or handling charge may be made to you. Where items are returned as "faulty" they must be received by us prior to a replacement being sent. If a replacement item is requested prior to the "faulty" item being returned then the replacement item must be paid for in full and a credit will be issued for the returned items if covered by our warranty.
- 7.3 All Goods are carefully packed and consigned in good condition. They are signed for as such by the carriers who are then responsible. In the event of any Goods being damaged in transit, it is essential that you sign for them as "DAMAGED" or "UNEXAMINED". It is also essential that you notify both us and the carriers of all claims for damage or loss or any suspicion or indication that the Goods may have been lost in transit. Failure to do so within 24 hours will result in the claim not being recognised.

8. **Warranties and liability**

- 8.1 All warranties, conditions or terms implied by statute or common law and all duties at common law arising out of or in connection with the supply of the Goods or their use or resale by you are excluded to the fullest extent permitted by law. Our prices are determined on the basis of the limits of liability set out in these Conditions.
- 8.2 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to us in accordance with these Conditions, we shall be entitled to replace the Goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you.
- 8.3 Except in respect of death or personal injury caused by the negligence of us or our employees or agents, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract between us, for any indirect, special or consequential loss or damage, loss of profit, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of us or our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you and our entire liability under or in connection with the contract between us shall not exceed the price of the Goods.
- 8.4 We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control.

9. **Warranty**

- 9.1 We warrant that all items supplied by us shall comply with the functional specifications. The warranty shall only apply to items, which have been manufactured according to our standard process.
- 9.2 This warranty is strictly limited to the replacement of an item considered as defective by us. Defective items must be sent back to us in their complete original packaging.
- 9.3 This warranty does not cover items which have been damaged by you or which have been stored under conditions, which do not comply with our specifications or normal usage.
- Items submitted to abnormal conditions (mechanical, electrical, thermal)
 - Items, which are incorrectly adjusted or defective when this results from use in excessive operating conditions (sundry temperatures, voltage and supply limits), as defined by us, or from an incorrect choice of application by you.

10. **Patents, Trade Marks etc.**

- 10.1 The Goods are sold subject to the right of any person, whether in respect of any patent, trademark, registered design, copyright or confidential disclosure to prevent or restrict the sale or use of the Goods or Services in any part of the world, and you will in this respect accept such title to the Goods and Services as we may have.
- 10.2 When we carry out any creative work then any and all rights in respect of this creative work shall remain our property and shall not be transferred to any third party without our written consent. Unless special exclusivity is granted to you we shall be free to use the work produced for other products or customers.
- 10.3 Where the Goods have been manufactured or constructed or the Services have been supplied according to designs or configurations or by processes specified or supplied by you or using or incorporating Artwork or Data supplied by you, you represent and warrant to us that the Goods and Services so designed or configured and/or the process so used do not infringe the rights of any person, whether in respect of any patent, trademark, registered design, copyright or confidential disclosure to prevent or restrict the sale or use of the Goods or Services or the use of such processes, Artwork or Data in any part of the world. You will indemnify us against all actions, suits, claims, demands, losses, fines, charges costs, damages and expenses which we may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the representations and warranties contained in this condition.

11. **Use of Goods**

- 11.1 Where any items comprised in the Goods have been purchased by you other than for the purposes of resale, you will bring to the attention of all persons using the same details of our instructions and/or recommendations for their use as referred to in our catalogues or brochures or which we have otherwise notified to you. Further if any such items are to be used by you, you will take such steps as are necessary to secure that there will be available in connection with the use of the same adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 11.2 You will not remove any plaque or other label affixed to the Goods referring any user thereof to use instructions and/or recommendations for use.
- 11.3 Where the Goods have been manufactured or constructed to designs or configurations or by processes specified by you, you represent and warrant to us that you have or will have satisfied yourself that all necessary tests and examinations have been made or will be made prior to the Goods being brought into use to ensure that the Goods are designed, constructed and operated so as to be safe and without risk to the health and safety of workmen or others using the same, and that you will take such steps as are necessary to secure that there will be available in connection with the use of the Goods adequate information about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

12. **Hardware Warranty**

12.1 We warrant that our products shall comply with the functional specifications supplied to you.

12.2 Our warranty is strictly limited to the replacement or repair of the products considered as defective by us.

12.3 We warrant a 12 month parts and labour warranty valid from the date of signature of the acceptance certificate for products requiring installation or from the date on which the products are supplied to you for those products, which do not require installation. This warranty excludes travel and accommodation expenses in the case of on site attendance. You shall bear the cost of transportation of the defective product in the case of workshop return if the cause is not covered under the warranty.

13. **Defects after Delivery**

13.1 We shall make good, by repair, reworking or at our option by the supply of a replacement, defects which under proper use appear in such part or parts of the Goods within a period of 90 days after delivery and arise solely from faulty materials or workmanship provided always that:

13.1.1 items are maintained and operated in accordance with our instructions.

13.1.2 any repairs, which may become necessary, are carried out by our maintenance staff and where our staffs are required to come to site to carry out such work you will provide full safe external and internal access to the product location to enable them to immediately carry out the necessary work. Any delays in providing such access or any failure to provide such access will mean that you will incur further charges for the time, travel and accommodation costs, as we deem appropriate.

13.1.3 Prompt notification of the discovery of any defect should be given to us and if aggravated damage may result from continued operation, the item is not used again until repairs have been affected.

13.1.4 any defective parts returned by you are returned promptly being carefully packed and marked with our name and address. Such parts become our property if replaced.

13.1.5 there is no obligation on our part to replace any light bulb or fluorescent tubing that may at any time fail no matter when it was fitted as part of an illumination system in or on products supplied by us.

13.2 We shall use all reasonable endeavours to ensure that you shall benefit from such warranties and other rights as are conferred on us in relation to defects in such parts or Goods that are not of our manufacture as covered by the terms of our agreement with our suppliers.

14. **Severability**

14.1 If any provision of these conditions is prohibited or unenforceable at law such prohibition or unenforceability will not affect the validity or enforceability of any other provision of these conditions.

15. **Law**

15.1 The contract made between us shall be governed by the laws of England, and you agree to submit to the exclusive jurisdiction of the English courts.

16. **Consumer**

16.1 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transaction {Restrictions on Statements} Order 1976) the statutory rights of the consumer are not affected by these terms.

17 The Contracts (Third Party Rights) Act 1999 shall apply to the terms of this agreement and the obligations to the Company.