



CONDITIONS OF SALE

1. GENERAL:

All quotations are made, and orders accepted and executed on the understanding that the Purchaser is bound by these Conditions of Sale. The present document represents the Agreement between FACE INTELLIGENCE the Company and the Customer the Purchaser in its entirety and supersedes any prior understanding or agreement (verbal, written or otherwise) between the parties. The Purchaser agrees that it has not relied on any representation made to it in entering into this Agreement except insofar as a representation has been reduced to writing and appears on the quotation or order form. These Conditions shall form the basis of the contract between the Company and the Purchaser in relation to the sale and transfer of Goods, to the exclusion of all other terms and conditions including the Purchaser's standard conditions of purchase or any other conditions which the Purchaser may purport to apply under any purchase order or confirmation of order or any other document.

2. CONTRACT:

All orders are accepted subject to the Company's conditions of sale. Our records of any order placed by the buyer verbally or by email shall be conclusive.

3. GUARANTEE:

Components which develop faults within the 1 year guarantee period, and not caused by an act or omission of the Clients including but not limited to poor maintenance, negligence and so for, will be repaired or replaced at our discretion. This represents the limit of the Company's liability to the Purchaser. Under no circumstances can the Company accept liability for fitting of replacements, any other labour charges, out of pocket expenses, damage incurred by defects or consequential loss howsoever caused. Any unauthorised alteration or modification to the products will invalidate the guarantee. Exclusions to the Guarantee includes - fair wear and tear, willful damage, misuse, poor or no maintenance, alteration and/or incorrect installation practices as deemed so by the Company.

4. PRICES:

All prices quoted are exclusive of VAT

The Price shall be [amount] (or) the price Quoted on the Company Quotation/Sales Order. Whilst every endeavor will be made to invoice goods at the prices quoted and/or acknowledged the Company reserves the right to invoice at prices ruling at the time of dispatch.

5. TERMS:

Payment of the Company's invoices Face Intelligence to Lighting Visions Ltd is due at the end of the month following the month in which the invoice is submitted. (30 Days End of Month)

The Company will exercise its rights to interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) at Aug 2015 on any overdue invoices at a rate of 8% above the base lending rate from time to time of Bank of England, accruing on a daily basis until payment is made, whether before or after any judgement. On any invoice where there is a query, we require written notification within 5 working days of the invoice date to allow us to resolve same to allow payment to terms. Payment within terms must be made less the amount under query for which we would accept a debit note. Any invoice that is only queried on or near to due date may jeopardize future supply.

Where a new account is opened a Bank and two trade references are required. Title to goods shall not pass to you until payment has been made of the full contract price and in case of non-payment we shall be entitled to repossess or trace the goods or the proceeds of sale in your hands or in the hands of any liquidator or receiver. Part payment on account does not transfer ownership. The Company shall have the right to discontinue delivery and the discretion to determine any contract while maintaining its rights in full, if the customer defaults in payment. Notwithstanding delivery the title to the goods supplied shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the goods and of any other goods supplied by the Company to the Purchaser the price of which has not then been paid even if the credit period applicable for such goods has not expired. Notwithstanding that title has not passed to the Purchaser the Company shall be entitled to the price and may sue for it.

You agree to allow partial deliveries on Purchase Orders. Each delivery shall be invoiced separately and shall be payable in full in accordance with terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

Samples provided and not returned in saleable condition will be charged at full trade price, samples not returned in correct time as stipulated on paperwork will be charged for at full trade price.

6. DESPATCH:

Any times quoted for dispatches are given and intended as estimates only and the Company shall not be liable for any loss for failure to deliver or dispatch within these times.

7. DELIVERY:

Direct to site upon written request only. The company cannot guarantee that the delivery will be signed for by your Company's Personnel. Under no circumstances can the Company accept liability for alleged non-delivery if a third-party signature has been obtained on site.

8. PACKING, HANDLING & DELIVERY CHARGES (UK MAINLAND ONLY):

Carriage is free for orders over £200.00 (net value excluding VAT), excluding columns for which carriage will always be charged. 10% handling and carriage charges will be applicable to orders less than £200.00 with the MINIMUM small order charge being £10.00, excluding any order collected from our warehouse. **If overnight or any other urgent delivery is requested by the customer the cost will be charged in full, regardless of order value.**

9. PACKING HANDLING & DELIVERY CHARGES CHANNEL ISLANDS & NORTHERN IRELAND:

A carriage charge of 10% of the order value will be levied on all consignments regardless of size or value. The MINIMUM small order charge being £40.00.

10. PACKING HANDLING & DELIVERY CHARGES OUTSIDE OF THE UK:

Carriage charges will be levied in full for deliveries outside of the UK. Our sales office should be contacted for a quotation

11. LOSS OR DAMAGE IN TRANSIT:

Goods should be checked on receipt or be signed for as 'unexamined' and if cartons or external packaging shows signs of damage, they should be signed for as 'received damaged'. Claims for shortages or damaged in transit should be notified in writing to the carrier and ourselves within three days of receipt and in the case of non-delivery, within ten days of the date of invoice. Regrettably, claims not signed for as "received damaged" or not notified to us within this period CANNOT BE ACCEPTED as we are unable to claim from either the carrier or the insurance.

12. RISK, CANCELLATION AND RETURNS:

The risk in all goods passes to the Purchaser upon delivery or, if earlier, upon notification to the Purchaser that they are ready for collection or delivery. Under no circumstances can orders for contract net items (specification products) be cancelled once production has begun and under no circumstances can these goods be returned to the Company. In other cases orders can only be cancelled or goods returned with the Company's written consent. In the case of return the goods can only be accepted back by the Company upon production of its Good Returned Note (GRN). Goods must be returned carriage paid to the Company's warehouse in good resalable condition with original packaging and acceptance of returned goods is subject to the Company's inspection. Goods returned remain at the Purchaser's risk until so inspected and agreed to be in good resalable condition. In the event that goods are returned as faulty they are to remain at the customer's risk until inspected and tested. If found to be in full working order or not suitable for credit for whatever reason, the Purchaser will be given seven days' notice to collect the goods after which they will be disposed of as the Company sees fit with NO credit entitlement to the Purchaser.

13. GOVERNING LAW:

Any dispute between the Purchaser and the Company shall be referred to the courts in the UK which shall have exclusive jurisdiction of any dispute arising between the parties.

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