

## International Terms and Conditions of Sale and Delivery of Regent Lighting UK Ltd., as of 1.4.2011

**1. General**

- 1.1 The following Terms and Conditions shall apply to all contracts for the sale of goods by Regent Lighting UK Ltd (the „Supplier“). In these Terms and Conditions, the „Purchaser“ means the person, firm or company who purchases goods from the Supplier. The Purchaser's terms and conditions of purchase shall not apply to any goods sold by the Supplier except where explicitly accepted in writing by the Supplier.
- 1.2 If any of the provisions in these Terms and Conditions are found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall, to the extent required, be deemed not to form part of these Terms and Conditions, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.
- 1.3 Cost estimates, drawings and any other documents provided to the Purchaser during contract negotiations shall remain the Supplier's property and shall be subject to the Supplier's intellectual property rights. Should no order result, any such materials shall be returned to the Supplier immediately on request.

**2. Acceptance of Orders**

- 2.1 Each order of goods requested by the Purchaser shall be deemed to be an offer by the Purchaser to buy goods subject to these Terms and Conditions.
- 2.2 No order placed by the Purchaser shall be deemed to be accepted by the Supplier until the Supplier issues an order confirmation in writing or (if earlier) the Supplier delivers the goods to the Purchaser, at which point there shall be a binding contract („Contract“). A quotation by the Supplier shall not constitute an offer or any other commitment to deliver goods.

**3. Prices and Payment**

- 3.1 The price for the goods shall be as agreed by the Purchaser and the Supplier in writing or, in the absence of such agreement, as specified in the order confirmation and shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance.
- 3.2 Prices determined in accordance with condition 3.1 shall be binding until the date of delivery stated in the order confirmation. If no date of delivery is stated, the Supplier shall be bound to the agreed prices for a period of four months after confirmation of the order. Thereafter the Supplier shall be entitled, should costs rise after confirmation of an order, to make reasonable price increases in line with such rises. This shall not apply should the Supplier's deliveries be delayed due to a fault of the Supplier.
- 3.3 Subject to conditions 4.5, payment of the price for the goods is due in pounds sterling within [30] days of delivery of the goods unless otherwise agreed.
- 3.4 Time for payment shall be of the essence.
- 3.5 No payment shall be deemed to have been received until the Supplier has received cleared funds.
- 3.6 All payments payable to the Supplier shall become due immediately on termination of any Contract, notwithstanding any other condition
- 3.7 If the Purchaser fails to pay the Supplier any sum due, the Purchaser shall be liable to pay interest to the Supplier on such sum from the due date for payment until payment is made at the rate of [4] % per annum over the base rate of Barclays Bank Plc from time to time.
- 3.8 Non-compliance with terms of payment or circumstances that may reduce the Purchaser's creditworthiness shall result in any outstanding payments due to the Supplier from the Purchaser becoming due at once. The Supplier shall be entitled to return any cheques accepted for fulfilment, and demand cash payment or a security. Moreover, the Supplier shall be entitled to demand advances for unpaid deliveries and to rescind from the Contract after an adequate period of grace or to claim damages for non-fulfilment.
- 3.9 The Purchaser shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Purchaser.

**4. Delivery**

- 4.1 Any dates specified by the Supplier for delivery of the goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. No delivery shall be made until the Supplier has received all documents required for the completion of an order and any agreed advance payment.
- 4.2 The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in carrying out its obligations under these Terms and Conditions due to any cause beyond its reasonable control including, but not limited to, acts of God, explosions, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes (whether involving employees of the Supplier or of a third party).
- 4.3 Should delivery not have been effected by the Supplier after a written notification of delay and a written extension of the delivery date having been set, the Purchaser shall be entitled, subject to the exclusion of any further claims, to claim damages for delay from expiry of the extension, should a delay in delivery be due to a breach by the Supplier. The maximum compensation shall be 0.5% for each full week of delay and maximum 5% of the price of the delivery in total, which could not be delivered in good time due to delay
- 4.4 The Supplier may deliver the goods in separate instalments and issue an invoice for each instalment separately. Each instalment shall be treated as a separate Contract between the Supplier and the Purchaser and no cancellation or termination of any one Contract relating to an instalment shall entitle the Purchaser to repudiate or cancel any other Contract or instalment.
- 4.5 At the Purchaser's request and expense, the Supplier may, at its discretion, store goods ready for carriage, to be dispatched at a date later than the date of delivery specified in the order confirmation. In such event, the agreed purchase price shall become due on commencement of storage.
- 4.6 The Supplier reserves the right to make no material changes to the design and equipment of any goods supplied due to technical developments.

**5. Packaging, Carriage, Transfer of Risk**

- 5.1 The Supplier shall select the packaging of goods and the method of carriage in its sole discretion.
- 5.2 Risk in the goods shall transfer to the Purchaser on the goods leaving the Supplier's premises save where carriage is delayed due to circumstances beyond the Supplier's control, pursuant to condition 4.5, in which case the risk shall transfer to the Purchaser when the Supplier notifies the Purchaser that the goods are ready for carriage

**6. Retention of Title**

- 6.1 Ownership of the goods shall not pass to the Purchaser until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
- 6.1.1 the goods; and
- 6.1.2 all other sums which are or which become due to the Supplier from the Purchaser on any account
- 6.2 Until ownership of the goods has passed to the Purchaser, the Purchaser shall:
- 6.2.1 hold the goods on a fiduciary basis as the Supplier's bailee;
- 6.2.2 store the goods (at no cost to the Supplier) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as the Supplier's property;
- 6.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; and
- 6.2.4 maintain the goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Purchaser shall produce the policy of insurance to the Supplier.
- 6.3 The Purchaser may resell the goods before ownership has passed to it solely on the following conditions:
- 6.3.1 any sale shall be effected in the ordinary course of the Purchaser's business at full market value and the Purchaser shall hold on behalf of the Supplier such part of the proceeds of sale as represent the amount owed by the Purchaser to the Supplier and the Purchaser shall account to the Supplier accordingly; and
- 6.3.2 any such sale shall be a sale of the Supplier's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.
- 6.4 The Purchaser's right to possession of the goods prior to title passing shall terminate immediately if:
- 6.4.1 the Purchaser has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertakings or any part thereof, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors

- or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or
- 6.4.2 the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on property or obtained against, or fails to observe or perform any of its obligations under these Terms and Conditions or any other contract between the Supplier and the Purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser ceases to trade; or
- 6.4.3 the Purchaser encumbers or in any way charges any of the goods.
- 6.5 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Supplier.
- 6.6 The Purchaser grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.

**7. Warranty**

- 7.1 The Supplier warrants that (subject to the other Terms and Conditions) on delivery of the goods, and for a period of 12 months from the date of delivery, the goods shall:
- 7.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 7.1.2 be reasonably fit for any particular purpose for which the goods are being bought if the Purchaser had made known that purpose to the Supplier.
- 7.2 The Supplier shall not be liable for a breach of either of the warranties in condition 7.1 unless the Purchaser gives written notice of the defect to the Supplier within [five] working days of the time when the Purchaser discovers or ought to have discovered the defect.
- 7.3 The Supplier shall not be liable for a breach of any of the warranties in condition 7.1 if:
- 7.3.1 the defect arises because the Purchaser failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice; or
- 7.3.2 the Purchaser alters or repairs such goods without the written consent of the Supplier.
- 7.4 Subject to conditions 7.2 and 7.3, if any of the goods do not conform with either of the warranties in condition 7.1 the Supplier shall at its option repair or replace such goods (or the defective part) or refund the price of such goods.
- 7.5 If the Supplier complies with condition 7.4 it shall have no further liability for a breach of either of the warranties in condition 7.1 in respect of such goods.

**8. Liability**

- 8.1 Except as set out in this agreement, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise (save for the conditions implied by section 12 of the Sale of Goods Act 1979), are excluded to the maximum extent permitted by law.
- 8.2 Subject to condition 8.3, in no event shall the Supplier be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, loss of business, loss of customers, loss of profits, loss of data, loss of anticipated profits or loss of savings) even if it has been advised of their possible existence.
- 8.3 Nothing in this agreement shall operate to exclude or restrict the Supplier's liability for:
- 8.3.1 death or personal injury resulting from the Supplier's negligence; or
- 8.3.2 fraud, deceit, unlawful intent or gross negligence.
- 8.4 To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this condition 8 including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the Unfair Contract Terms Act 1977 relating to the requirement of reasonableness, the exclusion set out in conditions 8.1 and 8.2 shall be limited in accordance with such restrictions; however, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

**9. Samples**

- 9.1 Samples of standard lamps ordered for inspection shall remain the Supplier's property and shall be returned to the Supplier in their original packaging, at the Purchaser's expense, within two months and the Supplier shall invoice the Purchaser for an administrative fee of 20% of the net goods value. The Purchaser shall be liable for any damage or modifications made to any samples returned. Should any samples not be returned to the Supplier within two months, the Supplier may invoice the Purchaser for the cost of replacing the lamps.
- 9.2 Sample lamps produced at the request of the Purchaser to a particular design, shall be invoiced at such price as is agreed by the parties at the relevant time and cannot be returned to the Supplier.
- 9.3 In the event that any goods or sample lamps are based on the Purchaser's drawings or models, the Purchaser shall indemnify the Supplier against all loss, damages or costs it incurs as a result of any claim that any design derived from such drawings or models infringes the intellectual property of any third party.

**10. Returns**

- 10.1 The Purchaser shall only be entitled to return goods with the prior written agreement of the Supplier. The Supplier shall refund the price of the goods, less 20%. The Supplier shall invoice the Purchaser separately for any costs it subsequently incurs in carrying out any refurbishment or repair to the goods as a result of any damage or modifications made to them whilst in the Purchaser's possession.

**11. Data Protection**

- 11.1 Each party agrees to comply with its respective obligations under the Data Protection Act 1998 and any other relevant privacy or data protection laws.

**12. Assignment**

- 12.1 The Supplier may assign these Terms and Conditions or any part of them to any third party.
- 12.2 The Purchaser shall not be entitled to assign these Terms and Conditions or any part of them without the prior written consent of the Supplier.

**13. Third Party Rights**

- 13.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, none of these Terms and Conditions is intended to be enforceable by any person other than the Supplier or Purchaser.

**14. Governing Law and Jurisdiction**

- 14.1 The formation, existence, construction of, performance, validity and all aspects of these Terms and Conditions shall be governed by English law.
- 14.2 The parties submit to the exclusive jurisdiction of the English courts.