

DEFINITIONS

- "The Company" means Aurora Limited or any subsidiary or associated company of Aurora Limited from which the Goods are ordered including, but not limited, to those listed on any credit account application form you might complete.
- "The Customer" means the person, firm or other entity which contracts with the Company for the purchase of Goods.
- "The Goods" means products of any kind manufactured or sold by the Company
- "Contract" means the contract for the purchase and sale of the Goods

1 GENERAL

These Terms and Conditions govern the sale of Goods by the Company to the exclusion of any other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) and no variation, modification or substitution for these Terms and Conditions (even though included in or referred to in the document placing or confirming the order as aforesaid) shall be binding on the Company unless specifically accepted by the Company in writing and signed by a Director of the Company.

2 ORDERS AND SPECIFICATIONS

- 2.1 The Customer shall be responsible for ensuring the accuracy of the Terms of any order submitted by it.
- 2.2 All the illustrations and information concerning dimensions, colour, finish, etc. are for guidance only and are subject to variation due to changes in production processes. While the Company makes every effort to ensure the accuracy of the information contained in its literature, the Company shall not be liable for the consequences of any error or omission in the descriptions, illustrations, dimensions or other information in correspondence, catalogues and any other literature supplied by the Company. However as the Company's policy is one of continual improvement it reserves the right to alter specifications of any Goods without notice. All descriptions, illustrations, specifications, examples and technical information provided to the customer by whatever means shall not form part of any contract of purchase and sale with the Company.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract, the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.6 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order including all applicable specifications submitted by the Customer for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms and for detailing any delivery instructions.
- 2.7 The quantity, quality, and description of and any specification for the Goods shall be those set out in the Company's website, which shall take priority over the Company's brochures, save for those instances where the Goods are not on the Company's website but are in the Company's brochures subject to any written variations.
- 2.8 If the Goods are to be manufactured from specifications supplied to the Customer or the Company uses material to manufacture the Goods in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
- 2.9 Changes in specification
- 2.9.1 The Company reserves the right to make any changes to the Customer's specification of the Goods which are required to conform to any applicable safety or other statutory requirements.
- 2.9.2 Where changes are made to the Customer's specification, the company shall notify the customer who shall either provide a new specification or permit the Company to proceed with the manufacture of the Goods in accordance with the company's changes.
- 2.9.3 Any change to the specification shall be subject to the waiver of warranty.
- 2.10 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

3 PRICE

The Company reserves the right to vary without notice any price listed or quoted to conform to the Company's price current at the time of acceptance of any order placed by the Customer. Prices illustrated are per item excluding VAT. The Customer is liable to pay VAT.

4 CARRIAGE AND PACKING

Carriage to destinations in the UK mainland (excluding Scottish Highlands) will be paid by the Company on orders having a net invoice value of £150 or more excluding VAT. The minimum order values for carriage paid deliveries to the Scottish Highlands and areas outside the UK mainland and the carriage charges applicable to orders below the carriage paid value, are available on request.

5 PAYMENT

- 5.1 Time for payment shall be the essence of the contract. The Customer shall make payment according to the payment and settlement terms agreed in writing by the Company;
- 5.2 Should payment not be received by the due date, the Company reserve the right to charge the Customer interest on the outstanding balance of the invoice value or any part thereof at the rate of 4% above HSBC PLC base rate, until full settlement has been received. In these circumstances the Company may suspend deliveries under any or all contracts with the Customer while the Customer is in arrears and/or give notice in writing that if any such sums are not paid within 14 days any or all contracts may be cancelled and hence if all such sums are not paid within that time, the Company may treat any or all such Contracts as determined and claim damages for repudiation;
- 5.3 If the Customer shall fail to make any payment under any Contract with the Company on the due date or shall be in breach of these Terms and Conditions or any other term of any Contract with the Company or should the Customer:
- i. become insolvent;
 - ii. suffer the appointment of an administrator or an administrative receiver over any of its assets;
 - iii. go into liquidation whether compulsorily or voluntarily (except for the purposes of reconstruction or amalgamation);
 - iv. make any arrangement or composition with its creditors;
 - v. become the subject of a bankruptcy order;
 - vi. cease, or threaten to cease to carry on business;
- or should the Company reasonably apprehend that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly then the Company shall have the right (without prejudice to any other rights and remedies):
- a. to suspend or withhold further deliveries so long as the default continues, and/or;

- b. to serve notice on the Customers that unless all sums due are paid forthwith it will cancel the relevant contract and any other contract with the Customer and if payment is not made forthwith thereafter the Company may treat the relevant contract and also at its option any other contract as repudiated and determined and recover damages accordingly, and/or;
 - c. to recover from the Customer any cost or expenses incurred should a third party agency be used in the collection of any monies due from the Customer and/or;
 - d. enter the Customer's premises for the purpose of repossessing the Goods in respect of which title has not yet passed.
- 5.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Customer does so, all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

6 EXPORT ORDERS

Where credit facilities have not been granted, the Company is under no obligation to despatch an export order until the Customer has provided the Company with a confirmed and irrevocable Letter of Credit, the terms of which are satisfactory to the Company.

7 DELIVERY AND PERFORMANCE

- 7.1 The Customer shall be bound to accept the Goods when they are ready for delivery by the Company and delivery shall be deemed to take place when the Goods are delivered to the Customer at the nominated address for delivery or to a nominated carrier as the case may be. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 7.2 The Company reserves the right to deliver and/or invoice the Goods in instalments and each delivery shall constitute a separate Contract, any failure of or any defect in any one delivery shall not vitiate any contract in respect of that or any other delivery.
- 7.3 Claims by the Customer for shortages in delivery cannot be accepted unless they are received by the Company in writing within 7 days of the expected date of receipt of the Goods at the Customer's premises.
- 7.4 If for any reason the Customer cannot accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Company may either elect to store the Goods pending their actual delivery and the Customer shall be liable to the Company for the cost (including insurance) of their so doing (however the Company shall be under no obligation to insure the Goods in storage and the risk of any loss or damage to the Goods howsoever arising shall be borne by the Customer) or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the relevant invoice price or charge the Customer for any shortfall below the relevant invoice price.

8 EXCLUSIONS

- 8.1 If the Company fails to deliver the Goods for any reason other than any cause beyond the Company's reasonable control or the Customer's fault and the Company is accordingly liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. The Company shall not be liable for loss of profit or other consequential loss. 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 the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or at the Company's sole discretion refund to the Customer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer.
- 8.2 Any time or date given for delivery or performance is given as an estimate only and is not the essence of the contract and the Company shall not be liable for any loss or damage howsoever arising as a result of failure to deliver or perform at such time or date.
- 8.3 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control.
- 8.4 Subject to clause 12 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors to the Employer) in respect of:
- any breach of this Contract;
 - any representation, statement or tortious act or omission, including negligence, arising under or in connection with this Contract.
- 8.4.1. All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this Contract.
- 8.4.2. Nothing in this Contract excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraud or fraudulent misrepresentation.
- 8.4.3 Subject to clause 8.4.1 and 8.4.2:
- 8.4.3.1 The Company's total liability for direct loss or damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of or failure to perform this Contract shall be limited to contract price;
 - and
 - 8.4.3.2 Subject to clause 8.4.3.1, the Company shall not be liable to the customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential, or for any costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.
- 8.5 The Company will supply the Customer with an instruction leaflet with details of the correct method for installation. The Company will not be liable for any loss arising out of the incorrect installation.
- 8.6 The Company must be given the opportunity to inspect an installation before any suspected faulty product is removed from the position where it has been installed.

9 TITLE

- 9.1 Title to the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the invoice together with any interest and/or delivery charges in addition to payment of all other outstanding sums. Where the Customer is entitled to sell the Goods as the Company's agent, the Customer shall be obliged to account to the Company immediately thereafter for such of the proceeds of sale as shall be sufficient to discharge the invoice.
- 9.2 Where the Goods are in the Customer's possession, the Customer shall keep them separately from all other Goods in its possession in such a way that they are immediately identifiable as the Company's property. At any time before payment in full of all sums due from the Customer to the Company, the Company may by notice in writing to the Customer, determine the Customer's right to sell the Goods and if the Customer is in possession of the Goods the Customer shall thereupon return them to the Company free of charge and shall in any event cease to be in possession of them with its consent. In placing an order the Customer irrevocably authorises the Company to enter upon its premises for the purposes of repossessing the Goods in respect of which title has not yet passed to the Customer.

- 10 RISK
- 10.1 Risk in the Goods shall pass to the Customer either at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 10.2 The Customer shall insure those Goods against all loss or damage to the full purchase price for the period from the date of delivery until the passing of title in the Goods to the Customer.
- 10.3 The proceeds of any insurance claim or the right to receive the same shall be held by Customer on trust for the Company and paid to it in settlement of the outstanding invoice.
- 11 RETURNS
- 11.1 Goods will not be accepted back for credit unless written approval has been obtained from the Company.
- 11.2 A 20% handling charge subject to a minimum of £50.00 may be levied by the Company on all fault free Goods returned at the Customer's request. Any such Goods should be returned carriage paid and must be in current original undamaged packaging.
- 11.3 Excluding goods returned under Clause 11.2, the Company reserves the right to return any Goods returned for credit for reasons of fault where no actual fault has been found with the Goods. The Company will be entitled to levy an additional £50.00 handling charge and seek full reimbursement of any carriage or associated costs incurred in returning the goods to the Customer.
- 11.4 If Goods are returned without the authorisation by the Company in writing, the reimbursement of any carriage charges, if appropriate, will be limited to the amount that the Company would have incurred had the Company been given the opportunity to arrange their own collection.
- 12 GUARANTEE
- 12.1 The Company can at its entire discretion either replace or repair any of the Goods which within the guarantee period are shown to its satisfaction to be defective through faulty material or workmanship alone, provided that no attempt has been made by the Customer or a third party to rectify, dismantle or alter the Goods in any way and the faulty unit is returned to the Company.
- 12.2 The Guarantee period for any Goods is as specified in the Company's catalogue current at the time of acceptance of the Customer's order and commences on delivery of the Goods.
- 12.3 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all terms, conditions, warranties or representations whether express or implied by statute or common law, as to description, condition, quality or fitness for purpose of any of the Goods are hereby excluded to the fullest extent permitted by law.
- 12.4 So far as permitted by statute, the Company shall not be liable for loss or damage whether direct or consequential and whether suffered by or occasioned to the Customer, its employees or agents, or to any third party. For the avoidance of doubt, the Company does not accept responsibility for any installation costs associated with replacement of a faulty unit.
- 12.5 The installation of the Goods should only be carried out by a competent person in accordance with the instructions supplied with the Goods and relevant UK or European standards e.g. the latest edition of the I.E.E Wiring Regulations (BS7671). The Company will not be held responsible for failure of any Goods due to installation in an improper environment, installation not in accordance with relevant regulations, improper working practice, misuse, negligent storage or accidental damage. All of the Goods incorporating electronic components are protected against damage which may result from transient voltages on the mains supply. The level of protection incorporated is generally in excess of the minimum level specified in the current international standards. It is the installer's responsibility to ensure that electronic equipment is not subjected to transients above the international immunity standards. The Company does not take responsibility for damage to any Goods caused by excessive mains transients.
- 13 SUSPENSION
- 13.1 Should the Company be delayed in or unable to make delivery owing to any cause whatsoever beyond its control, The Company shall be free at its entire discretion either to suspend or terminate the Contract without incurring any liability to the Customer for any loss or consequential damage arising there from.
- 14 INTELLECTUAL PROPERTY
- 14.1 All Goods (including codes and names), registered designs, drawings, images, photographs and descriptions may not be reproduced whatsoever without the prior written consent of the Company.
- 14.2 Many of the Goods listed in our brochures or shown on our website are the subject of Patents, Patent Applications and/or Registered Designs in the UK and other countries.
- 15 WEEE DIRECTIVE
- Waste Electrical & Electronic Equipment Regulations requires that any product showing the crossed out wheellie bin symbol, must not be disposed of with other household or commercial waste to prevent possible harm to the environment or human health from uncontrolled waste disposal.
- Under the alternative arrangement under 3289, Regulations 9(2), Aurora Ltd. does not charge its customers a "WEEE Levy" at the time of purchase. We encourage customers to separate any WEEE related products from other waste types and recycle it responsibly through their nearest Designated Collection Facility or via their chosen waste contractor. However, they may also request Aurora Ltd to arrange the collection of its unwanted WEEE products. Aurora will then arrange with their Compliance Scheme to take back the waste. However, as we have not charged any WEEE Levy at the time of purchase, we reserve the right, at that time, to make a charge for this collection.
- Please note - lamps other than Aurora or Halolite brands are not the responsibility of Aurora Ltd., but are the responsibility of the lamp manufacturer, as marked on the lamp.
- 16 GENERAL
- 16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice
- 16.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision
- 16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby
- 16.4 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Institute of Arbitrators.
- 16.5 All contracts between the Company and the Customer and the above conditions shall be interpreted according to and governed by English Law and the parties submit to the non-exclusive jurisdiction of the Court of England & Wales for the resolution of all disputes arising there from.