

Orluna LED Technologies Ltd ("Seller")

UK and Republic of Ireland General Conditions of Sale

#### 1. Acceptance

1.1 These general Conditions apply to all tenders, offers, orders, quotations, acceptances, deliveries and agreements relating to sale of Goods by the Seller, and the Buyer shall be deemed

to assent thereto. "Goods" shall mean any goods and/or spare parts which are the subject of a Contract.

1.2 No other conditions or modifications of these Conditions shall be binding on the Seller unless the Seller agrees thereto in writing for which purpose only a Director has authority to amend or

waive these Conditions or other contract provisions and the Seller shall not be deemed to accept

such other conditions nor to waive any of these Conditions by failing to object to provisions contained in any purchase order or other communication from the Buyer.

1.3 All descriptions, specifications, prices and other data quoted or submitted by the Seller or included in any advertisement, illustrated matter, or price list, are to be deemed approximate only (except where stated in writing to be exact or expressly made or of the essence) and shall not form part of the Contract and the Seller has the right to vary all or any of them at its discretion.

All Goods are sold and will be invoiced at the current price as at the date of despatch. The Seller

has the right to alter prices at any time prior to the date of despatch and shall notify the Buyer of

the revised prices in writing including by email.

1.4 No contract will exist between the Seller and the Buyer unless and until a written order placed by the Buyer has been accepted by the Seller or the Seller despatches the Goods, whichever is earlier. The Contract will be subject to these Conditions.

1.5 All orders are accepted subject to Condition 5.3 below unless the Seller advises the Buyer otherwise within a reasonable period of the order being placed. The Seller has the right to cancel or suspend deliveries in whole or part and/or substitute the closest alternative goods (where the

alternative goods are the product with minor design modification or modifications introduced as

part of the Seller's ongoing product development and enhancement work) available at the time for delivery. If an order is so cancelled, to that extent any relevant prepayment shall be promptly returned.

1.6 All new accounts will only be considered open when the Seller has received a correctly signed and completed New Account Form showing the Directors/Parties responsible for payments of accounts. The Seller has the right to refuse accounts upon receipt of unsatisfactory references at the time of creation, or at any time in the future. The Seller reserves the right to make periodic credit checks and to retain the information which it obtains in this respect.

#### 2. Payment

2.1 Unless otherwise agreed in writing by the Seller or stated in any acknowledgement of order,

the full invoice amount in respect of Goods covered by an invoice shall become due for payment

by the Buyer thirty days after date of invoice, and in any event the time for payment is of the essence of the Contract.

2.2 Unless otherwise agreed in writing by the Seller, all payments of invoices are to be made through the variable direct debit system.

2.3 The Seller has the right to charge interest on all overdue monies at a rate of 2% above The Royal Bank of Scotland base rate (at the date the charge arises), or 15% per annum whichever is

the greater, calculated from due date to date of payment.

2.4 The Seller reserves the right at any time before proceeding or proceeding further with an order to demand full or partial payment under the Contract or of any monies due and payable under any Contract or any other amount owing between the Seller and the Buyer. The Seller further reserves the right to suspend deliveries under the Contract or to terminate the Contract without incurring liability for any loss thereby occasioned and without prejudice to the Seller's other and accrued rights and remedies thereunder (including without limitation its right to rescind

the Contract for any breach by the Buyer of Condition 2.1 and its right to retain any payments

previously made by the Buyer) if any sum due from the Buyer to the Seller whether under that Contract or under any other contract is not paid on the date upon which it becomes due.

2.5 The Seller shall have a lien on all undelivered Goods for all monies due from the Buyer to the

Seller under this Contract or any other contract between them and the Buyer shall have no right of set-off in respect of such monies.

2.6 The Seller reserves the right to defer delivery of outstanding orders to customers with overdue accounts.

2.7 The Seller reserves the right at its discretion to withdraw credit facilities to customers for persistently late payment.

2.8 All invoices which remain unpaid after 90 days after date of invoice will be subject to a 10%

surcharge. This right extends to the right to charge the 10% surcharge on all outstanding invoices

in the account and not just the ones that remain unpaid for 60 days. The Seller reserves the right without prejudice to Clause 2.4 to cancel further outstanding orders until full settlement of the outstanding account is made.

2.9 All invoices that are 90 days and over will be automatically passed into the Seller's debt collection service.

### 3. Title to Goods

3.1 Property in all Goods will remain with the Seller, notwithstanding delivery and the passing of

risk in the Goods, until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other monies due from the Buyer to the Seller.

3.2 The Seller shall nevertheless be entitled to maintain an action for the invoice price (or part thereof unpaid).

3.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property. Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary

course of its business but shall account to the Seller for the proceeds of sale or otherwise of the

Goods, whether tangible or intangible, including insurance proceeds and shall keep all such

proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds properly stored, protected and insured.

3.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold) the Seller shall be entitled at anytime to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the

Goods. In the event that the relevant Goods are not available, to the extent permitted by law, the Buyer and the Seller agree the rights of the Seller to the Goods may be transferred to such other

goods supplied by the Seller as the Buyer then has available, and that the Seller shall be entitled

to repossess them instead in whole or partial satisfaction of its rights as the case may be.

3.5 The Buyer 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 Seller, but if the Buyer does so

all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

3.6 The Seller shall not be held liable for any consequence including failure to perform the Contract in whole or part from any cause due to Force Majeure (being an event beyond the reasonable control of the Seller), including without limitation, delay, accident, riots, strikes, lockouts (including strikes and lockouts involving the Seller's workforce), Government restrictions, prohibition or other exercise of a Government Authority, fuel protests, or similar, any act (or suspected or threatened act) of terrorism and flood, storm or other Act of God. Should the Goods

referred to in this Contract be the subject of any special export or import enactment or regulation, the Seller shall not be liable for any change in packing, price and/or other necessary consequence arising there from.

### 4. Risk

4.1 Delivery shall be made when the Goods have been delivered to the door of the Buyer's premises unless otherwise expressly agreed in writing. Risk in the Goods passes on delivery.

### 5. Deliveries

5.1 The time for delivery of the Goods is not of the essence of the Contract and any time or date specified by the Seller for despatch or delivery or as case may be, availability for collection, is intended as an estimate only and the Seller shall not be liable for any loss, damage, or expense howsoever arising from delay in delivery.

5.2 The Buyer shall supply sufficient details to enable the Seller or the Seller's carrier to make delivery and shall accept delivery whenever proffered. The Buyer shall ensure that the Seller or

the Seller's carrier has proper access to the Buyer's premises to enable delivery to be made in

accordance with the Contract. If the Buyer does not do so it shall not be entitled to withhold any payment for non-delivery and shall indemnify the Seller against all losses, damages and expenses incurred by the Seller in consequence of such failure of the Buyer to provide access or accept delivery (including the cost of storage of the Goods at a place of the Seller's choosing).

5.3 Delivery will be subject to the availability of stock. The Seller may postpone delivery for a reasonable period (in whole or part) and/or substitute the closest available alternative goods (where the alternative goods are the product with minor design modification or modifications introduced as part of the Seller's ongoing product development and enhancement work) available

at the time for delivery. The Seller reserves right to make delivery at such times and in such quantities as it shall decide unless otherwise expressly provided in the Contract.

5.4 Notwithstanding any express agreement as to date of delivery, the Seller shall be entitled to postpone or cancel delivery in whole or in part if due to any event of Force Majeure (as defined in Condition 3.6) it is delayed in or prevented from making or obtaining any Goods. During any event which causes postponement or delay the Seller's obligations shall be suspended until such

events cease or until the Seller cancels delivery. In event of cancellation the Seller shall be paid pro rata for Goods delivered or work done.

5.5 The Seller has discretion to add a delivery and handling charge (at current trading tariffs which will be advised to the Buyer from time to time) for each carton despatched to the Buyer.

5.6 Where relevant the Seller inserts applicable operating instructions for its Goods with each Good supplied within its packaging. The Buyer shall not remove, replace, amend or otherwise

interfere with such instructions and shall ensure they are passed on to its customers. The Seller shall subject to Condition 8.4 have no liability for the breach by the Buyer of its obligations in this condition or for any instructions from any third parties in relation to the Goods (whether in negligence or otherwise).

6. Buyer's obligations and claims on delivery

6.1 All deliveries must be immediately examined for damage caused prior to delivery and/or error in quantity or description of Goods and such damage and/or error must be noted on the delivery

note by the Buyer and any claim reported to the Seller in writing or by telephone to +44 1243 829040 within three working days of taking delivery.

6.2 Failure to notify the Seller in accordance with clause 6.1 shall constitute waiver of all claims which such examination should have revealed and such failure to notify shall be deemed acceptance of the Goods delivered to the Buyer.

6.3 The Buyer must notify the Seller (and any carrier for the Seller) in writing or by telephone to +44 1923 693739 within seven days of date of the Seller's invoice if Goods subject to invoice have not been received.

6.4 The Seller may refuse any claim which is not so notified.

7. Warranty of Seller

7.1 The Seller and the Buyer shall be regarded as having received no representation made by or

on behalf of either of them before the Contract was entered into which induced it to enter into the

Contract, other than written representations signed by or on behalf of the representor and in the

case of the Seller signed by a Director. Nothing in this Condition will exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently.

7.2 The Seller warrants (on the detailed terms of its product guarantee available through the Seller's website or customer services department and subject to the exclusions there) that the

Goods will be free from manufacturing faults either for a period of 6 months from the date of sale

by the Buyer to a customer (provided such sale is made within 12 months of the date of the Seller's invoice) or for a period of 12 months from the date of the Seller's invoice (where the

Goods are not sold to a customer within such 12 month period), provided they are properly used for their intended purpose in accordance with the Seller's applicable written operating instructions. This period may be replaced by the individual relevant guarantee terms for a Good. Such period is the guarantee period.

7.3 The Seller warrants that it has a right to sell the Goods and that the Goods are free from any charge or encumbrance unknown to Buyer.

7.4 Subject to application of Condition 8 below the Seller at its choice will replace, repair, rectify or take back Goods which do not comply with the warranty set out in Condition 7.2 above or refund or credit the Buyer with the price of the Goods concerned BUT ONLY IF: -

7.4.1 Any defect appears within the guarantee period and is notified in writing to the Seller with full details within the guarantee period or 7 days after its expiry and in any event promptly after noticing the defect.

7.4.2 The Seller is allowed and is afforded facilities to test Goods and is satisfied defects have not arisen after delivery or as a result of misuse.

7.4.3 The defect does not arise from fair wear and tear or acts of the Buyer or its customer including without limitation, wilful damage, negligence, lack of proper maintenance or servicing,

failure to follow the Seller's instructions (whether oral or in writing) or misuse or alteration or repair of the Goods without the Seller's approval.

7.5 Where the Seller performs its obligations under this Condition the Buyer shall not be entitled

to any claim (whether in negligence or otherwise) in respect of Goods, or for work done thereon,

transport costs, loss of profit, damage to property not the subject matter of the Contract, or

otherwise (save where death or personal injury has been caused by the Seller's negligence and save for liability under section 2(3) of the Consumer Protection Act 1987), nor shall the Buyer be

entitled to treat delivery thereof as ground for repudiating the Contract failing to pay for Goods or

cancelling further deliveries.

#### 8. Limitation of Seller's liability

8.1 Except as are provided in these Conditions and except where death or personal injury has

been caused by the Seller's negligence, no warranty, condition, representation, undertaking or

obligation, express or implied, imposed by statute, common law, custom, course of dealing or

otherwise on part of the Seller shall be deemed to be a term of the Contract or a representation by which the Buyer has been induced to enter into the Contract.

8.2 Where Goods or any part thereof are supplied, designed or manufactured by a third party on

the Seller's behalf, then save for the warranties given under Conditions 7.2 to 7.4 the Seller's obligations to the Buyer shall not exceed those owed to the Seller by relevant supplier, designer or manufacturer.

8.3.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any

drawings, design or specification supplied by the Buyer or the Buyer's customer.

8.3.2 The Seller shall not be liable to the buyer or any other party for any direct, indirect, consequential loss or damage (whether for loss of profit, loss of business, installation costs, remedial action, depletion of goodwill or otherwise) costs expenses or other claims for consequential compensation (however caused) which arise out of or in connection with the goods or representations made by the Seller.

8.3.3 All terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the contract.

8.4 The Buyer shall in no circumstances, save for death or personal injury caused by the Seller's

negligence, or fraudulent misrepresentation by the Seller, be entitled to recover from the Seller damages for breach of contract for negligence.

8.5 On certain occasions the Seller may issue credit notes for Goods returned purely on the basis

of customer relations but this in no way should be deemed to represent an admission of liability.

8.6 Except as provided in Conditions 7.2, 7.3, 7.4 and 8.4 the Seller shall not be liable to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all

three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection

with:

8.6.1 any of the Goods, or the manufacture or sale or supply, or failure or delay in supply, of the

Goods by the Seller or on the part of the Seller's employees, agents or sub-contractors;

8.6.2 any breach by the Seller of any of the express or implied terms of the Contract;

8.6.3 any use made or resale by the Buyer of any of the Goods, or of any product incorporating

any of the Goods; or

8.6.4 any statement made or not made, or advice given or not given, by or on behalf of the Seller,

or otherwise under the Contract.

9. Indemnity of Buyer

9.1 The Buyer undertakes to indemnify the Seller against all claims relating to or arising from:

9.1.1 Goods sold to the Buyer by the Seller in respect of any loss, damage or expenses sustained

(whether in negligence or otherwise) by any third party howsoever caused;

9.1.2 acts and/or omissions (whether in negligence or otherwise) of the Buyer that void and/or

reduce the sum payable under the Seller's insurance policy for the Goods;

save for death or personal injury caused by the Seller's negligence.

10. Returns and credits

10.1 The Buyer shall have no right to return any Goods without the prior written consent of the Seller and upon terms agreed by the Seller.

10.2 All Goods returned by the Buyer must bear the return authorisation label issued by the Seller. Goods which are returned but do not bear the relevant return authorisation label will not be accepted by the Seller.

10.3 The Seller will not be liable for any carriage charges in respect of the return of Goods unless and to the extent the Seller is in breach of its obligation in Condition 7.2. Otherwise the Seller shall be entitled to charge the Buyer for the carriage costs on the return of Goods by it.

10.4 Where the Seller agrees to a credit it will credit the Goods at the original invoice price. Replacement Goods will be issued if re-ordered and charged at the current applicable selling

price.

10.5 The Buyer will not make any set off or deductions from accounts or withhold any monies due

for any Goods unless expressly agreed in writing by the Seller.

11. Cancellation of orders/numbers

11.1 Authorisation for the cancellation of an order must be obtained from the Seller where a cancellation of order number will be issued. The Seller is under no obligation to accept a request for cancellation of an order that has been accepted by the Seller so as to form a Contract.

11.2 Written confirmation of order cancellation must be supplied to the Seller by the original Buyer quoting the previously attained cancellation of order number.

11.3 Refusal of delivery will result in a carriage charge per carton which will be advised to the Buyer from time to time. This includes orders cancelled whilst in transit.

12. Storage

12.1 Goods must be stored under conditions generally accepted for the commodity, and/or as stated on labels or packing. The Seller will not accept liability for damage or claims for defects if such conditions are not adhered to.

12.2 All Goods sold by the Seller to the Buyer must be kept separate and readily identifiable for the purpose of any retention of title claim, in accordance with Condition 3.3.

13. Trademarks, Patents and other industrial rights

13.1 The Buyer shall have no right to apply to Goods any trade mark owned or used by the Seller

but shall not remove, cover or otherwise interfere with the trademarks, labelling and packaging of

the Seller and shall only be entitled to use them for the lawful purposes envisaged by this Contract, namely the retail sale in the United Kingdom and Republic of Ireland of the Goods supplied.

13.2 If any claim is made against the Buyer alleging that Goods and/or the Seller's applied trademarks or other intellectual property rights infringe any patent rights, registered designs, copyright or other industrial property rights of another then the Buyer shall forthwith notify the Seller with full particulars; and the Seller or its suppliers or licensors (as case may be) shall be at

liberty at their expense to conduct all negotiations and/or litigation in respect thereof and (if

necessary) in the name of the Buyer and if as a result of such negotiations or litigation the Buyer shall be unable to use Goods substantially for purpose for which they were bought, the Seller shall (except where Condition 13.3 applies), take them back and refund the price thereof to the Buyer and such refund shall be in full satisfaction of all claims by the Buyer against the Seller.

13.3 The Buyer shall indemnify the Seller against all actions, costs (including cost of defending

legal proceedings) expenses claims proceedings and demands of any infringement or alleged infringement by Seller of patent rights, registered design, copyright or other industrial rights attributable to the Seller complying with any special instructions from or requirements of the Buyer relating to Goods.

13.4 The Seller shall have no liability (whether in negligence or otherwise) for any claims due to the breach by the Buyer of Condition 13.1.

14. Default by Buyer

14.1 If the Buyer defaults in or commits any breach of any of its obligations to the Seller or ceases to carry on its business or a substantial part thereof, or if any distress or execution is levied on any of the Buyer's property or if the Buyer is unable to pay its debts within the meaning

of Sections 123 or 268 of the Insolvency Act 1986 or any resolution, action, application or proceeding is passed or taken in respect of the Buyer in relation to the bankruptcy, winding up or

dissolution, the appointment of a liquidator, trustee, receiver, administrator, administrative receiver or similar officer or a Voluntary Arrangement or composition with creditors, then such an

event shall be deemed to constitute a breach of contract by the Buyer and the Seller shall be entitled forthwith to terminate any Contract or contract with the Buyer and upon such breach all the Seller's invoices to the Buyer shall be immediately due for payment but without prejudice to

any claim or right which the Seller might otherwise make or exercise or have against the Buyer.

15. Export orders

15.1 These Conditions are for sales and supplies to Buyers for delivery to a destination within the

United Kingdom and Republic of Ireland only. The Seller's International Conditions of Sale shall

apply to sales and supplies to Buyers for delivery to a destination outside the United Kingdom

and Republic of Ireland.

16. Notices

16.1 Any notice given herewith must be in writing and may be effected by personal delivery, fax,

telex, email or by registered mail postage, and if effected by fax, telex or email shall be deemed to be received on day of sending, and if effected by post shall be deemed to be received 72 hours after date of posting.

17. No Assignment

17.1 The Contract of which these Conditions form part shall be personal to the Buyer and shall

not, nor shall any rights under it, be assigned by the Buyer without written consent of the Seller.

18. Governing Law and Jurisdiction

18.1 The Conditions and Contract of which they form part shall be construed in accordance with English Law and the Buyer hereby submits to the exclusive jurisdiction of the English Courts.

19. Variation of Conditions

19.1 The Seller has the right to alter prices at any time prior to the date of despatch and shall notify the Buyer of the revised prices in writing including by email. Any changes will automatically

supersede previous prices.

19.2 The Seller may vary the trading conditions as a direct result of new legislation, statutory instructions, Government Regulations or Licenses counts or any similar events provided that the

Buyer is notified of any such variation in writing or by publishing such variation at the Seller's principal place of business.

19.3 No time or other indulgence granted by the Seller to the Buyer shall constitute or be deemed to constitute a waiver by the Seller of any of its rights under the Contract. All Goods are sold at the current price as at the date of despatch.

20. General

20.1 The parties agree that save for the Seller's officers, employees, agents and subcontractors being able to benefit from the Seller's exclusions and limitations on its liability the Contracts (Rights of Third Parties) Act 1999 is not intended to apply to give any third parties rights in relation to these Conditions.