



Account Application Form

This form should be completed fully - only original application forms are acceptable

YOUR DETAILS

Customer name (in full)		Invoicing address (if different)	
Address		Address	
Postcode			
Tel. No.		Postcode	
Fax. No.		Tel. No.	
Website		Fax No.	
Contact		E-mail	
E-mail			

Date you commenced trading

Annual Turnover

Registered office

Business details

Address		Type of business	
Postcode		VAT No.	
Tel. No.			
Fax. No.		Registered No.	
E-mail			

For customers who are NOT a limited company please complete below giving details of each partner

Name		Name	
Home address		Home address	
Postcode		Postcode	
Tel. No.		Tel. No.	
E-mail		E-mail	

State whether you are a sole trader/partnership

Are you a member of a buying group?

YES/NO

If so, which group?

REFERENCES - All references must be at least one year old and not contra, fuel, gas or garage accounts

	TRADE REFERENCE	TRADE REFERENCE	BANK DETAILS
Name			
Address			
Postcode			
Tel No.			Sort Code
Fax No.			
E-mail			Account No.
Contact			

A SAMPLE OF YOUR LETTERHEAD MUST BE RETURNED WITH THE ORIGINAL COMPLETED FORM (POSTED BACK TO OUR HEAD OFFICE)

We request that credit facilities be arranged for us with Hywell Ltd. We have read, understood and agree to the following **TERMS AND CONDITIONS**

STANDARD PAYMENT TERMS: payment is due within 30 days from date of receipt of goods. If payment is not received within 30 days, a levy of 2% interest per month will be charged on the outstanding amount due

Signed by Authorised Company Signatory		Name of Authorised Signatory (block capitals)	
Date of Signature		Amount of credit requested	£ <input type="text"/> per month

SALES DEPARTMENT USE ONLY

Account No.		Authorised by	
Customer type		Sales person	
Sales Area		Date	

ACCOUNTS DEPARTMENT USE ONLY

Authorised by		Tax code		Agreed Credit limit	£ <input type="text"/>
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Lumanor, 719 North Circular Road, London NW2 7AH - Tel.: 020 8208 2040 - Fax: 020 8208 2001 - Web: www.lumanor.com

Registered in England No: 7602145 - Registered Office: Hywell Limited, 719 North Circular Road, London NW2 7AH

"The Company" means Hywell Limited or any subsidiary or associated company of Hywell 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

Unless otherwise agreed in writing signed by a director of The Company these conditions shall override any terms and conditions stipulated, incorporated or referred to by the Customer whether in the order or in any negotiations. The Customer is responsible for checking our website for our most up-to-date Terms and Conditions.

2. Orders and specifications

- 2.1. 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. The Company's reserves the right to alter specifications of any Goods without notice. All descriptions, illustrations, specifications, examples and technical information shall not form part of any contract of purchase and sale with the Company.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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. Any cost of correcting any errors made by The Customer will be the Customer's liability.
- 2.6. The quantity, quality, and description of and any specification for the Goods listed in either the Company's catalogue or website are subject to change without notice.
- 2.7. The Company reserves the rights to sub-contract the fulfilment of this order or any part thereof.
- 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 Customers 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. Bespoke orders made by the Customer (such as, but not limited to, cut lengths of tape, made-to-measure orders or factory orders) are by default non-refundable. If these orders experience any failures the Company reserves the right to either offer the Customer credit or replacement items. Replacement items may differ in product specification.
- 2.11. The Company reserves the right to make an extra handling charge of 10% on small uneconomical orders.
- 2.12. No order which has been given to 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. A minimum 20% handling charge will be chargeable to The Customer upon cancellation of an order.

3. Price

- 3.1. 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.
- 3.2. The receipt of any purchase order from the Customer whereby the price listed is not a price offered by the Company does not represent the acknowledgment of said order's price. Unless explicitly offered in writing by the Directors of the Company, pricing will be dictated by The Company and visible on the subsequent invoice to follow.
- 3.3. The receipt of any purchase order from the Customer whereby the product code or description listed is either incorrect, incomplete or not a product code or description offered by the Company does not represent the acknowledgment of said order's details. Unless explicitly offered in writing by the Directors of the Company, all product codes and details will be dictated by The Company and visible on the subsequent invoice to follow. It is the Customer's responsibility to ensure their purchase orders use the correct product details, codes and descriptions. The aforementioned details listed on the Company's invoice shall supersede completely and entirely any details (whether incorrect or otherwise) on the Customer's purchase order.
- 3.4. The quoted price for the goods may be varied upwards if and to the extent that the costs of the goods (or the cost of the materials or labour used to manufacture the goods) insurance freight or delivery increase between the date of the order and the date of the fulfilment (whether or not the date of such fulfilment be in accordance with the time stipulation of the contract). Such variation shall not entitle the buyer to cancel the order.

4. Carriage and packing

4.1. UK

- 4.1.1. Carriage to destinations in the UK mainland (excluding Scottish Highlands, Northern Ireland and Republic of Ireland) will be paid by the Company on orders having a net invoice value of £250.00 or more excluding VAT. The minimum order values for carriage paid deliveries to the Scottish Highlands, Northern Ireland and the Republic of Ireland and areas outside the UK mainland and the carriage charges applicable to orders below the carriage paid value, are available on request.
- 4.1.2. Orders that weigh over 10kg and are below £250.00 excluding VAT in value will attract a £14.95 excluding VAT carriage charge.
- 4.1.3. Delivery charges may vary for any items that are long, irregularly shaped, require special packing, or have any other characteristic or feature that will result in the Company incurring additional delivery charges in order to fulfil the Customer's order. The Customer will be responsible to cover the costs of any and all of these additional charges whether or not they were informed by the Company in advance of delivery of the goods.
- 4.1.4. Larger orders that require palletised delivery may be subject to a carriage charge (even if they are above £250.00 excluding VAT).
- 4.1.5. Should palletised delivery be required to fulfil the Customer's order, it is the Customer's responsibility to inform The Company if they cannot receive palletised deliveries. Should a delivery attempt be made and failed due to The Customer failing to inform The Company about being unable to receive palletised delivery (for whatever reason), the full order and subsequent charges of a failed delivery, are all payable by the Customer. The Company will not be responsible for arranging a re-delivery and any re-delivery arrangements must be made by the Customer.
- 4.1.6. The Customer will be responsible to cover the costs of any extra tolls, taxes, levies, or penalty charges (whether traffic or parking related or otherwise) that the Company make incur during delivery of the Customer's order.
- 4.1.7. The Company will not be liable for orders that go missing in transit. The Company will not refund the Customer should the Customer's order be lost in transit. The Customer may arrange for collection of their goods but must inform the Company in advance.

4.2. All other countries

- 4.2.1. Carriage charges must be checked in advance with the Company. The Company will not refund the Customer should the Customer's order be lost in transit. The Customer may arrange for collection of their goods but must inform the Company in advance.

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. All quotations are strictly net cash against invoices unless otherwise stated on The Company's acceptance of order form. All quotations are exclusive of Value Added Tax or similar taxes, levies or duties whether paid charged or levied within the United Kingdom or elsewhere. All quotations are exclusive of any packaging insurance freight delivery or legislation or certification of invoices unless otherwise stated on The Company's acceptance of order form.
- 5.3. Payment shall be made at the Company's address in the currency stated on the quotation or invoice. Any sum or invoice outstanding for more than 30 days shall attract interest at two per cent per calendar month from the date of invoice or the maximum allowed by the jurisdiction in which the Customer resides or where the sales contract is to be enforced. The Customer shall reimburse The Company's as to the amount of any collection costs legal fees or other expenses incurred in connection with any outstanding invoice. The amount of such costs or expenses shall be due to The Company as a liquidated sum.
- 5.4. Customer credits can only be redeemed against current and future outstanding balances. The Company does not offer cash refunds to credit balances.
- 5.5. The Company reserves the right to remove your credit facilities at any point in time without informing the Customer.

- 5.6. Any amounts due to The Company must still be settled regardless of any pending claims made by the Customer.
- 5.7. 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 2% 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 7 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;
- 5.8. 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:
- 5.8.1. become insolvent;
 - 5.8.2. suffer the appointment of an administrator or an administrative receiver over any of its assets;
 - 5.8.3. go into liquidation whether compulsorily or voluntarily (except for the purposes of reconstruction or amalgamation);
 - 5.8.4. make any arrangement or composition with its creditors;
 - 5.8.5. become the subject of a bankruptcy order;
 - 5.8.6. 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):
 - 5.8.6.1. to suspend or withhold further deliveries so long as the default continues, and/or;
 - 5.8.6.2. 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;
 - 5.8.6.3. 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;
 - 5.8.6.4. to enter the Customer's premises for the purpose of repossessing the Goods in respect of which title has not yet passed.
 - 5.8.6.5. to fulfil any of its responsibilities to the Customer. This includes but is not limited to the following: warranty claims, fulfilment of current or future orders or issuing credits for faulty items.
- 5.9. 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 Order**
- 6.1. Where credit facilities have not been granted, the Company is under no obligation to despatch an export order until the Customer has made payment in full for the order or 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.
- 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 2 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 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 credit the Customer's account, 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. In the event of any delay or failure in relation to the Goods, 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.

- 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.
- 8.5. 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.
- 8.6. Subject to clause 8.5, 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.
- 8.7. The Company will not be liable for any loss arising out of the incorrect installation of its products.
- 8.8. 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. Until payment by the buyer to the Company of all or any sums due to the Company on the Customer's entire account, the Company shall remain the owner of all and any goods that are to be or have been delivered by the Company to the buyer (whether or not the buyer has purported to resell or transfer such goods).
- 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.
- 9.3. At any time before payment in full of all sums due from the Customer to the Company, the Company may 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.
- 9.4. 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.
- 9.5. The Company shall be entitled to enter upon any premises and take possession of such goods (together with any larger chattel or item into which the goods become incorporated or fixed) and upon taking such possessions, the Company shall be entitled to absolute ownership of the items or chattels so possessed (without being liable for such damage as may be reasonably necessary to remove or re-take possessions of such items or chattel).
- 9.6. In this clause the expressions "the goods", "the items", and "the chattels" shall be deemed to include documents of title relating thereto or the proceeds of sale thereof. Any expenses or costs incurred by The Company (including a charge in respect of the time engaged by The Company's servants) in connection with such retaking of possession together with an administration charge of 20% thereon shall be a cost of collection within the meaning of Clause 2 of these conditions.

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 (or £50.00 excluding VAT, whichever is greater) 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 the above clause, the Company reserves the right to replace any Goods returned for credit and where no fault has been found with the Goods the Company will be entitled to levy an additional £50.00 excluding VAT handling charge.
- 11.4. If Goods are returned without the authorisation by the Company in writing and without a return reference number, the Company will not be liable for the reimbursement of any carriage charges incurred by the Customer.

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 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. The Company shall not be responsible for damage injury or loss of any kind whatsoever to any property or persons or animals or produce caused by or rising from or attributable to (whether directly or indirectly) the use of the goods supplied (save only that this

Clause shall not operate so as to exclude liability for death or personal injuries caused by The Company's negligence). The Company shall not be liable for any loss of profit or of contracts howsoever caused.

- 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. It is the Customer's responsibility to ensure that electronic equipment supplied by the Company is not subjected to excessive mains transients. The Company does not take responsibility for damage to any Goods caused by excessive mains transients.
- 12.6. Where the Goods require on-going or regular testing or maintenance after installation it is the responsibility of the Customer to ensure that the testing and/or maintenance procedures are carried out by a competent and fully qualified person or organisation and follow either the relevant regulations or the Company guidelines for that product. In the event of the aforementioned product being faulty or defective, the Customer will be required to produce a written log or other documentary evidence of the testing and maintenance of the product prior to the failure/defect. Should the Customer fail to provide this information or if the information provided is incomplete, or shows the testing/maintenance procedures to not be in accordance with the relevant regulations or with Company guidelines for that product then no credit for the faulty/defective product shall be issued.

13. Suspension

- 13.1. Should the Company be delayed in or unable to make delivery owing to any cause whatsoever beyond its control (including availability of the Goods), 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 Company's Goods are the subject of Patents, Patent Applications and/or Registered Designs in the UK and other countries.

15. General

- 15.1. 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
- 15.2. 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 nonexclusive jurisdiction of the Court of England & Wales for the resolution of all disputes arising there from.

16. Arbitration

- 16.1. All disputes differences or questions at any time arising between the parties as to the construction of the contract or as to any matter or thing arising out of the contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who failing agreement shall be appointed at the request of either party by the President at the time being of the Institute of British Arbitrators. The arbitration shall be in accordance with the Arbitration Act 1950 and any statutory modifications or re-enactment thereof for the time being in force.

17. Standard Warranty

- 17.1. This Standard Warranty (in some cases also referred to as "Warranty Policy") specifies the standard terms and conditions on warranty for the sale by the Company of all current products (for the purpose of this Standard Warranty all referred to as "Products"). Only the purchaser that has purchased Products directly from the Company ("Customer") can derive any rights from this Standard Warranty.
- 17.2. This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of the Company currently in force, or such other terms as agreed to in a legally enforceable agreement executed between the Company and the Customer, including separate supply, distribution or sales contracts ("Terms and Conditions"). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.
- 17.3. For the purpose of this Standard Warranty, a "Defect" (or "Defective Product") means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by the Company, with consideration given to the overall performance of the Product.
- 17.4. Unless confirmed otherwise by the Company, the Warranty Period starts on the date of delivery of the Product.
- 17.5. The Company will have no obligations under this Standard Warranty if the Customer is in breach of the Customer's payment obligations under the Terms and Conditions in relation to any order placed by the Customer with the Company, or if the Customer is in breach of any other of their obligations under the Terms and Conditions.
- 17.6. In order to be entitled to make a valid claim under warranty, the Customer shall promptly notify the Company in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of the Company under this Standard Warranty are subject to the following conditions:
- 17.6.1. Customer shall provide proof of purchase for the Product available for inspection;

- 17.6.2. Customer shall make claims under this Standard Warranty to the Company promptly and not later than seven (7) days after discovery, and make available to the Company (or representatives) adequate records of operating history for the Product, at minimum the following information:
- 17.6.2.1. name and/or type number of the Product;
 - 17.6.2.2. details of the (alleged) Defect, including the number and percentage of failures, and date- code of failure, as applicable;
 - 17.6.2.3. the invoice date and the installation date of the Product; and
 - 17.6.2.4. details of application, location, actual burning hours and number of switching cycles.
- 17.6.3. Upon request, the Customer shall give a Company representative on-site access to the Product for which the Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to the Company for analysis at the Customer's cost.
- 17.6.4. Customer shall obtain consent from the Company on the specifications of any tests it plans to conduct to determine whether a Defect exists. Any tests carried out without the Company's prior written consent will void the warranty.
- 17.6.5. Any lawsuit relative to any claims under warranty must be filed within six (6) months of the date of the notification of the claim.
- 17.6.6. The obligations of the Company under warranty will be limited, at the option of the Company, to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. The Company is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/or specifications which do not affect the functionality of the Product. The Company may charge the Customer for the reasonable costs incurred by the Company in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.
- 17.6.7. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by the Company.
- 17.6.8. Unless otherwise agreed by the Company and the Customer in writing, the obligations under warranty by the Company only apply to the Products in the current UK website. The Company does not provide any warranty for any other products, including third party products and products not marked with the Lumanor trademark or with other trademarks owned by the Company. In respect of software, the Company does not provide any warranty for any software that is not embedded in or delivered with any Products by the Company, even if the Company refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. The Company does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by the Customer to the Company.
- 17.6.9. The Company will have no obligations under this Standard Warranty if the alleged Defect is found to have occurred as a result of any of the following:
- 17.6.9.1. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of the Company, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which the Company cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of the Company or by other third parties on which services rely (including connectivity and communication services);
 - 17.6.9.2. Electrical supply conditions, including supply spikes, overvoltage/under-voltage and ripple current control systems that are beyond the specified limits of the Products and those set or defined by relevant supply standards for the Product;
 - 17.6.9.3. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) the Company;
 - 17.6.9.4. Failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by the Company or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
 - 17.6.9.5. Failure to use the Products for the purposes for which these have been designed;
 - 17.6.9.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
 - 17.6.9.7. Any attempt at repair, alteration or modification not authorized by the Company in writing;
 - 17.6.9.8. Usage of LED products not taken into account the application instructions concerning potential pollution or cleaning.
- 17.6.10. Customer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.
- 17.6.11. This Standard Warranty, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or

communications (oral and written) to Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by the Company with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose which warranties the Company expressly disclaims. The Customer shall not rely on any other information, from the Company or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for the Customer in connection with any Defect will only be as explicitly stated in this Standard Warranty.

17.6.12. The Company may modify these terms and conditions from time to time, and any modifications will be effective for all orders placed on or after the date of publication on the Company's website.

17.6.13. Whilst the Company will make all reasonable efforts to inform its customers when a change has been made to these terms and conditions, it is the Customer's responsibility to ensure that they are aware of the current up-to-date Company terms and conditions by visiting our website.

17.6.14. For all products in the current UK website, the following provision applies: The Warranty Period stated for each product range is based on a number of burning hours of max. 3,000 hrs/year.