

NORTHCLIFFE LIGHTING GENERAL SALES TERMS AND CONDITIONS**1. Application**

- 1.1. These General sales terms and conditions shall be applicable between UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" and Purchaser.
- 1.2. In these sales terms and conditions, UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" company is referred to as "Seller" and the party to whom Seller's order acknowledgement is addressed is referred to as "Purchaser". Together the "Seller" and "Purchaser" are referred to as the "Parties".

2. Orders and prices

- 2.1. By sending an order the Purchaser accepts these general sales terms and conditions.
- 2.2. Any of Purchaser's terms and conditions which are different from or in addition to those contained in this Agreement are objected to by Seller and shall be of no effect unless specifically agreed to in writing by Seller.
- 2.3. The currency for purchase prices is EURO/GBP.
- 2.4. Orders may not be cancelled or modified, either in whole or part, without Seller's written confirmation. If Seller agrees to any order modification or cancellation, it may result in order modification or cancellation fee.
- 2.5. All prices are as stated in Seller's quote and specifically override any prices referenced in Purchaser's order.
- 2.6. All prices are indicated on basis of EXW terms, excluding VAT and other amounts levied by official authorities and do not include carriage, insurance, storage, import or export duties or any other additional (handling) costs, except otherwise agreed between parties in writing.

3. Terms of payments

- 3.1. Amounts not paid when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month.
- 3.2. The Product shall remain the property of UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" and UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" reserves rights to the Products of the delivered order until receiving all the payments from the Purchaser.
- 3.3. If UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" must hire a debt collection company or lawyers in order to collect the Purchaser's debt, the Purchaser is obliged to cover all reasonable losses that occurred according to financial documents to UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" from the collection of debt from the Purchaser.

4. Delivery terms

- 4.1. For the delivery of the Products INCOTERMS 2010 EXW applies- the Products are ready for collection at warehouse
 - of UAB "Northcliffe Lighting" located at Raudondvario road 101, Kaunas, LT-47184, Lithuania;
 - of "Northcliffe Lighting Ltd" located at Covert Road, Aylesham Industrial Estate, Canterbury, Kent, CT3 3EQ, United Kingdom;unless otherwise agreed by Parties in writing.
- 4.2. The Purchaser must always assure the access to the products in which the title has not yet passed to the Purchaser for UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" or its representatives.
- 4.3. If the Parties have agreed that UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" provides delivery service to the Purchaser:
 - 4.3.1. the Purchaser shall accept all costs which arise through this service;
 - 4.3.2. UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" does not take responsibility if the products of the order cannot be shipped or are damaged due to liability of any party other than UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" (e.g. logistics, customs, transportation companies, brokers etc.);

5. Confidentiality

- 5.1. Purchaser shall use reasonable efforts to prevent disclosure to any third person of any of the specific terms and conditions of Agreement, or any other information relating to the business or operations of the other Party.

6. Limitation of Liability

- 6.1. UAB „Northcliffe Lighting" / "Northcliffe Lighting Ltd" shall not be liable for any losses, indirect, incidental, punitive, special or consequential damages arising out of or in connection with these general sales terms and conditions or the sale of any products or services by UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd".

7. Intellectual property rights

- 7.1. Purchaser acquires no rights to any Intellectual Property of UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd", including any trademarks, trade names, copyrights or other intellectual property rights relating to the Products.
- 7.2. Purchaser is not allowed to modify or disassemble any products, copy or reproduce them, in whole or in part; or remove, modify or otherwise tamper with notices or legends on the Products or any labelling on any of the Products.

8. Drawings and technical information

- 8.1. All drawings and technical documents relating to the Product or its manufacture process provided by UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" to the Purchaser must not be disclosed to any third party, must not be copied, reproduced without written agreement of UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" and shall remain the property of UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd".

9. Warranty

- 9.1. For the Agreements between UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" and the "Purchaser" standard warranty terms and conditions shall apply, and they are an integral part of the Agreement, unless otherwise agreed in writing. The latest version of UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" Warranty terms and conditions is available at: <http://www.northcliffe.org>

10. Governing law and dispute resolution

- 10.1 All the disputes and disagreements, which arise or may arise during the performance of the Agreement or in connection with the Agreement shall be resolved through negotiations, but if no agreement is reached, the disputes shall be resolved by the court of Lithuania (related with UAB "Northcliffe Lighting" cases) / England, London (related with "Northcliffe Lighting Ltd" cases) in accordance with laws and regulations of Lithuania (related with UAB "Northcliffe Lighting" cases) / England (related with "Northcliffe Lighting Ltd" cases).

UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" reserves the right to change these General Sales Terms and Conditions without prior notice and any modifications shall be effective for all orders placed on or after the effective date of such revised Terms and Conditions. The latest version of UAB "Northcliffe Lighting" / "Northcliffe Lighting Ltd" General sales terms and conditions is available at: <http://www.northcliffe.org>
Effective date: 2019-01-31