

GENERAL SALES TERMS AND CONDITIONS

These General sales terms and conditions (the Agreement) contain the terms and conditions that govern purchase – sell procedure and liability between UAB “Northcliffe Lighting” / Northcliffe Lighting Ltd company (the Seller) and the Buyer. Together the Seller and the Buyer are referred to as the Parties.

1. DEFINITIONS

- 1.1. **Agreement** - the terms and conditions that govern purchase – sell procedure and liability of the parties.
- 1.2. **Offer** – an invitation to order. Offer is valid for the period specified in the Offer, and if no such period is specified the Offer shall be valid for 60 (sixty) days from the date of the Offer.
- 1.3. **Order** – an order of Products made by the Buyer.
- 1.4. **Order Confirmation** – Seller’s confirmation of the Order acceptance.
- 1.5. **Products** – goods, systems and services sold by the Seller.
- 1.6. **Parties** – the Buyer and the Seller together.
- 1.7. **Responsible person** – has the meaning of an employees of the Buyer who are appointed by the representative of Buyer to place and confirm the Orders.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Seller agrees to sell the Products and to transfer ownership to the Buyer and the Buyer obliges to buy and accept the Products in accordance with the rules determined herein and to pay the price to the Seller in timely and properly manner in accordance to the invoice issued by the Seller.
- 2.2. The liability of the loss of the Products or its damage is passed to the Buyer from the moment the Products are loaded to the delivery company or depending on the applicable incoterms from the moment the Products are prepared to delivery, unless the Parties agree otherwise in writing.
- 2.3. The Buyer shall acquire the legal ownership of the products only after full settlement of the accounts payable for the Products.
- 2.4. Until the moment of acquiring the legal ownership of the Products, the Buyer shall keep and store the Products properly. The Buyer’s right to sell the Products before legal ownership passes shall terminate automatically if the Buyer suffers an Insolvency Event or on written notice by the Seller.

3. ORDERS

- 3.1. The Parties agree that the Order is deemed to be appropriate when it is received via e-mail from the Buyer.
- 3.2. The Order placed by the Buyer shall state at least following information: title of the Products, Product code, quantity of each Product, price (if the price list or an Offer has been submitted), Offer number.
- 3.3. Following receipt of an Order, the Seller shall issue an Order Confirmation that details title of the Products, quantity, prices and the approximate time for completion. No Order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until it is confirmed in writing by the Seller’s Responsible person.
- 3.4. The parties confirm that the information contained in the Order Confirmation provided by the Seller is the final agreement of the parties on the ordered Products.
- 3.5. After receiving an Order confirmation, The Buyer obliges to check the Order’s confirmation accuracy, conformity with the Order, configuration and specification of the Products, prices, production dates and compatibility with other products, as well as suitability for particular use and confirm an Order confirmation via e-mail within 1 (one) business day of its receipt. In the absence of such confirmation within the prescribed time limits, the Order confirmation shall be deemed as confirmed.
- 3.6. If the Buyer is not satisfied with the information (prices, production dates, specification of the Products) stated in the Order Confirmation the Buyer has the right to cancel the Order within 1 (one) business day of its receipt by submitting the notice via e-mail.
- 3.7. Any changes of the confirmed Order should be communicated to the Seller in writing within 1 (one) business day after submission of the Order Confirmation. In the event that the Seller accepts the changes of confirmed Order, a new Order confirmation will be sent by e-mail. The rules of Order confirmation determined in provision 3.8. of this Agreement shall apply to the confirmation of a new Order Confirmation.
- 3.8. Subsequent changes for the ordered and confirmed Products are subject to the Seller's consent. No order may be canceled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all losses incurred by the Seller as a result of the cancellation or changes.

4. PRICES AND PAYMENT

- 4.1. Prices of Products are indicated in the price list submitted to the Buyer. If such a price list has not been sent to the Buyer, the prices will be specified in the Offer.
- 4.2. The Seller shall have the right to change prices of the Products at its sole discretion. New prices become effective after it is communicated to the Buyer.
- 4.3. The price of the Products does not include export, customs duties, shipping (if not stated otherwise in special terms of the Agreement) and insurance expenses, taxes, and levies (including but not limited to, value added, sales, use, or similar taxes), whether imposed by the applicable jurisdiction or any other state or local government.
- 4.4. All payments for the ordered Products should be made under invoices submitted to the Buyer.
- 4.5. The Seller has the right to set an operating credit limit for the Buyer.
- 4.6. The Seller has the right to change operating credit limit unilaterally at any time. Such operating credit limit shall be stated in writing. For this reason, the Seller may ask the Buyer to provide Seller with documentation proving the financial condition of the Buyer and its abilities to properly implement its obligations hereunder.
- 4.7. In the event of purchase amount exceeds the operating credit limit, Buyer agrees to pay the exceeding amount in full in advance prior to the shipment of the Products.
- 4.8. In case the operating credit limit is reduced or repealed, all payment terms specified in issued invoices are considered to be ended (even though that the term specified in the invoice has not ended) and the Buyer is obliged to pay all amounts payable to the Seller no later than within 2 (two) business days after the credit limit has been reduced or repealed.
- 4.9. The Seller has the right to suspend the shipment of the ordered products, services or the performance of the confirmed Order until the Buyer pays the amount that exceeds the operating credit limit or the delay of any payments. In such a case, the amounts paid by the Buyer to the Seller shall be automatically deemed as covering the oldest debts of the Buyer to the Seller, disregarding the payment purpose specified in the Buyer's payment documents.
- 4.10. Payment may not be refused or delayed due to the reason of any defect in the Products. The Buyer shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.11. Any payment shall be considered as made from the moment the whole amount is transferred and irrevocably and unconditionally reckoned in the bank account indicated by the Seller. No payments in cash, cheque or bill of exchange are acceptable.
- 4.12. Delayed payments shall be charged a default interest rate specified in special terms of the Agreement which is calculated for each day of delayed amount till the total amount is paid.
- 4.13. The Buyer shall cover all Seller's expenses in connection with the recovery of the Buyer's debts to the Seller, including all reasonable attorney fees and legal costs.

5. DELIVERY

- 5.1. The Products shall be prepared for the delivery on the date stipulated in the Order confirmation in a manner required by Incoterm EXW, Kaunas (Raudondvario str. 101, Kaunas, LT-47184, Lithuania for UAB "Northcliffe Lighting" Buyers) or EXW, Aylesham (Covert Road, Aylesham Industrial Estate, Canterbury, Kent, CT3 3EQ, United Kingdom for Northcliffe Lighting Ltd Buyers).
- 5.2. In respect of the terms of this Agreement or mutual agreement by the Parties, the ordered Products may be delivered to the Buyer at the Seller's expense. Parties agree that in such a case, the Buyer appoints the Seller to select the delivery company at its own discretion.
- 5.3. The Buyer declares and warrants that it has no and will not have any claims to the Seller regarding the selection of delivery company.
- 5.4. The Buyer confirms that the Seller in no circumstances will be liable for any damages that might occur due to the delivery of Products, despite the fact that Products are delivered by the delivery company chosen or/ and paid by the Seller. All liability for the loss or damages of Products that might occur due to delivery lies solely on the Buyer.
- 5.5. The Products shall be delivered to the address specified in special terms of this Agreement. The Buyer undertakes to notify the Seller regarding the change of delivery address in writing via e-mail not later than 2 business days prior to the dates stated in the Order Confirmation.

6. RECEIVING OF THE PRODUCTS

- 6.1. The Buyer undertakes to accept delivered Products. The Buyer shall immediately notify the Seller of the circumstances hindering him from receiving of the Products immediately. Such notification shall not release the Buyer from the obligations stipulated in the Agreement.
- 6.2. The Buyer shall note on any damage to Products caused during the delivery, or shortages thereto, in transport documentation immediately upon receipt of the Products.

- 6.3. The Buyer is aware that the Seller does not act as an intermediary between the delivery company and the Buyer. In the event that the Products has been found damaged and such damage was caused due to delivery, all claims regarding this should be addressed to the delivery company, regardless the fact that the delivery company has been selected by the Seller.
- 6.4. The Buyer shall inspect the Products on arrival at Buyer's facility. Within 7 (seven) working days after delivery, the Buyer must give notice to the Seller of any claim with respect to the condition, quality or quantity of the Products, specifying the basis of the claim in detail in written form.
- 6.5. If the Buyer fails to properly notify the Seller regarding non-conformity (including mechanical damage) of the Products, all delivered Products will be deemed accepted by the Buyer and the Buyer will have no right to revoke any acceptance. Notwithstanding the foregoing, any use of a Product by the Buyer or its customers after delivery will constitute acceptance of the Products.
- 6.6. If the Buyer finds the Product to be non-conforming the specification, the Seller shall at its own discretion and within a reasonable time, repair non-conformities by either repairing or replacing or delivering missing Products, or by crediting the price paid by the Buyer for undelivered Products.
- 6.7. If the Buyer refuses (fails) to receive ordered Products, the Buyer shall indemnify the Seller to one hundred (100) percent of the value of the unaccepted Products and delivery fees (if any).
- 6.8. All claims shall be sent to the Seller via e-mail, including, but not limited to, the following information: photos of visible product defects, exact names of the non-conforming Products, quantity of non-conforming Products, detailed description of the problem with the non-conforming Products, invoice number, and other necessary information requested by the Seller.

7. QUALITY OF THE PRODUCTS

- 7.1. The specification for the Products shall be that set out in the Seller's products datasheet documentation unless varied expressly by mutual agreement between the Parties.
- 7.2. The Seller is aware that all illustrations, photographs or other marketing material whether in catalogues, brochures, price list or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 7.3. The Seller reserves the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory or regulatory requirements which do not materially affect their quality or performance.

8. WARRANTY

- 8.1. The warranty period begins on the date of invoice. The warranty may be suspended if the Buyer fails to pay for the Products timely.
- 8.2. The conditions and procedure for the provision of warranty are provided in Northcliffe lighting warranty terms and conditions: <http://www.northcliffe.org>

9. LIMITATION OF LIABILITY

- 9.1. The Buyer hereby confirms, that he/she understands, that the prices of the Products are set while taking the Seller's responsibility limits on the inadequate quality Products into consideration. Considering favorable price of the Products, both Parties hereby agree, that the Seller's responsibility on the inadequate quality Products is limited.
- 9.2. Seller's responsibility of the quality of the Products is limited to the amount paid by the Buyer for the defected Products.
- 9.3. In no circumstance the Seller is liable for the damages or loss of the Products after it is transferred to the delivery company, except otherwise is determined in Incoterm applicable to respective Order or agreed by the Parties in writing.
- 9.4. Considering the Seller's limited responsibility, the Seller is not liable to cover any of the Buyer's or third party's expenses that occurred due to defective Products, for example installation, dismantling, carriage, storage, loss of revenue, loss of the contract, loss of the project, payment of the rent for replacement equipment, work stoppage, purchase of a substitute or for any claims of third parties arising from any warranty or agreement.

10. TERMINATION

- 10.1. On the base of mutual consent this Agreement may be brought to termination to any date.
- 10.2. If the Buyer fails to perform its obligations under this Agreement of more than 30 (thirty) calendar days, the Seller shall have the right to terminate the Agreement unilaterally without going to court by noticing Buyer in writing. The Agreement shall be deemed terminated after 5 (five) business days from the day of notification of termination thereof in the manner prescribed herein.

- 10.3. If the Seller fails to perform its obligations under this Agreement of more than 30 (thirty) calendar days, the Buyer shall have the right to terminate the Agreement unilaterally without going to court by noticing Seller in writing. The Agreement shall be deemed terminated after 5 (five) business days from the day of notification of termination thereof in the manner prescribed herein. The Buyer has the right to implement its right to terminate the Agreement regarding issues set herein only if the Buyer has paid all payments payable to the Seller.
- 10.4. Upon termination of the Agreement for whatever reason, all charges for the Products shall become immediately due and payable by the Buyer to the Seller.

11. MISCELLANEOUS

- 11.1. Validity. The invalidity of one of the terms does not affect the validity of the other terms of the Agreement.
- 11.2. Governing Law & Jurisdiction. 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, Kaunas (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).
- 11.3. Force Majeure. Any delays in or failure of performance of any obligations by any Party under this Agreement shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the Party committing default, including but not limited to governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes. The Parties agree that breakages of machinery, shortages of materials or utilities, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials shall be deemed as Force Majeure if such events affect Seller's capability to perform its obligations. To apply institute Force Majeure respective Party shall give prompt notice to the other Party and shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.
- 11.4. Notices. All formal notifications and transmittals to Parties of disputes arising under this Agreement shall be sent by registered mail to Raudondvario str. 101, Kaunas, LT-47184, Lithuania or via email: info@northcliffe.org. Each Party shall inform the other Party of any changes to its name, address, bank where it has its account, telephone at the latest within 5 (five) calendar days from such a change. The Party that fails to meet the requirement set forth in this Clause may not submit any claims and responses regarding the fact that the actions of another Party performed in accordance with the latest information available to the latter were non-compliant with the terms of the Agreement, or that the Party to the failure has received no notifications that were sent using such information.
- 11.5. Confidentiality. The Buyer shall maintain any technical, commercial and financial information, including prices, offers, drawings, any other data disclosed to the Buyer by the Seller as well as communication, confidential and shall not disclose such information to any third party and shall not use any such information for any purpose other than to perform its obligations under the Agreement. All Information stated herein is considered to be confidential and the Parties are obliged not to disclose any information related to the Agreement to any third party, except such disclosure is required by laws.
- 11.6. The Seller 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>