

LED Technologies

Sales, Returns Procedure, Warranty & "Sale or Return" (SOR) & Terms and Conditions of Sale

Returns Procedure (Non Faulty Goods)

Important:

Before returning any items to us, please telephone first for a returns number. You can download the form on our site under T&C's

Demonstration Goods

For companies that have a good trading record with us, LED Technologies will send out goods for demonstration purposes on a seven days sale or return basis. (Provided your account is open and within facility) Outgoing Carriage for these goods is payable. After 7 days the item will be invoice and classed as a confirmed sale.

For companies without a trading record or credit facility, we will be pleased to send out goods for demonstration purposes; however, the goods must be paid for in advance using a debit or credit card. If the items are returned to us by the due date (within 7 days) we will refund the cost of the items onto the card less any carriage charges.

Important Note:

Items not returned by the due date on the sales order will be automatically charged for. This will be considered a final sale. Please ensure that you contact us before shipping goods back for a return shipping number or they may be refused.

Insurance:

You will ensure that the items are covered under your insurance. Items must be shipped by courier or special delivery. Nevertheless it is your responsibility for the items until acknowledged and examined by LED technologies.

General Returns

Unwanted, non faulty goods purchased may be returned to us within seven days of the purchase date subject to a 20% re-stocking charge. Refunds will not be given, however a credit note for the value of the goods will be applied to the account, less the outgoing delivery charge. Consumables are not accepted for returns whatsoever.

Note: Returned goods will be monitored and companies who abuse this will have the facility withdrawn.

Faulty Goods Returns Policy

Before returning faulty good please check fuses, dip switch settings etc as a charge will apply for any goods returned to us for repair that is found to be in working order. (See notes below on returning faulty goods).

We will gladly replace or repair goods that are found to be faulty with the following terms and conditions:

Please telephone us first so we can assess any faults prior to dispatch to us as goods returned for repairs that are found to have no fault will be subject to a charge.

Please enclose as much information about the fault as possible with your return. Make sure that the goods are packed well, preferably in the original packing. Goods damaged in transit due to poor packaging will be subject to a charge and are not covered under warranty.

Goods carry a 12 month warranty from the date they were purchased from us. For retailers, this warranty is valid from the date of sale to the customer however a proof of purchase will be required.

If a product fails within the first 28 days after delivery, we will send out a replacement product upon receipt of the faulty product (subject to stock availability). If stock not available, the item will be repaired and returned, or in the case of a repair not being possible goods will be placed on back order until further stock arrives.

Should an item fail after the first 28 days but within the first 12 months, the faulty goods must be returned to us for repair.

Where a fault is considered by us to be fixed with reasonable ease by yourselves, we may dispatch spares to you for repair by yourselves.

Note: You are responsible for carriage back to us and we will cover the return carriage back to you (UK mainland only). Charges will apply for overseas deliveries.

Please note the following charges will apply for repairs carried out not under warranty and goods returned where no fault is found or damaged in transit:

No fault Found: £20.00.

Inspection Fee: £20.00.

Labour Charge / Hour: £40.00.

Re-packing charge: £10.00.

Minimum Collection Charge / Box: £15.00.

Note: Fuses & Consumables are not covered under warranty.

LED life

is estimated and cannot be guaranteed. Where LED's fail within 28 days of goods being received, we will replace the units as above. Where LED's fail after 28 days but within 12 months, replacement LED's will be dispatched to you for repair by yourselves.

Led Colour Consistency

LED Technologies cannot guarantee colour consistency between stock/batches. Due to the nature of LED and the tolerances we cannot accept any responsibility for colour temperature differences. Colour temperatures shown are a guide only.

These terms and conditions are deemed to be accepted by you in full when an order is placed with LED Technologies.

Terms and conditions may change without notice.

These terms and conditions supersede any previous Terms and Conditions. We do not accept purchasers terms and conditions.

Final decision on warranties lies with LED Technologies.

Delivery Charges

We do not charge extra for direct delivery to your customers Business Address.

Our standard minimum delivery charge is: £12.50 (UK Mainland).

All deliveries are shipped on a Next day service for orders placed before 12 noon. We cannot guarantee this service due to third party factors such as Weather, traffic delays etc. Deliveries are made between 8am and 6pm Monday to Friday. We cannot give estimated time of delivery.

The following surcharges however will apply:

- Delivery to a Home address, minimum delivery charge plus: £12.50.
- If delivery is not possible, there is an additional surcharge of: £5.00 per attempt. The courier will attempt delivery 3 times and then the goods are returned to us which carries an additional charge of £9.00.
Note: Further delivery charges will apply if goods are then re-shipped.
- Deliveries to offshore/Highlands addresses carry an additional surcharge.
- A late or failed delivery is not an acceptable reason for cancelling an order and we cannot accept any liability for any other costs.
- Delivery charges are non-refundable.
- Prices plus vat.

1.0 Introduction

- 1.1 The following terms and conditions set out the basis on which all LED lighting and lighting control solutions ("Products") are sold Led Technologies limited, ("We", "Us", "Our"), to the customer, ("You", "Your"), including via Our website www.ledtechnologies.co.uk ("the Site") and otherwise.
- 1.2 These terms and conditions, together with any order form or payment instructions comprise the whole agreement between You and Us in relation to each order for Products that We accept from You.
- 1.3 All purchases of Products from Us will be governed by these terms and conditions to the exclusion of any other terms.
- 1.4 By browsing the Site, accepting a quote or submitting an order You agree to be bound by these terms and conditions.
- 1.5 By placing any order or accepting a quote from Us you acknowledge that You have not relied on any statement, warranty or representation other than those which are made in these terms and conditions, any order form or any payment instructions.

2.0 Orders

- 2.1 All orders for Products and acceptance of quotes by You are subject to further acceptance or confirmation by Us and may be withheld at our absolute discretion.
- 2.2 Quotes and offers of Products from Us are valid for a period of 14 days, unless

otherwise stated and are subject to sufficient resources being available to Us to fulfill such order on receipt.

- 2.3 Acceptance of Your order (or at any time thereafter We consider it to have become necessary) may be subject to You supplying to Us a pro-forma guarantee, letter of credit or similar assurance of Your ability to make payment for the Products.
- 2.4 Unless We have agreed to personalise or otherwise alter the Products to Your specification, the quantity, quality and description of any specifications for the Products shall be those set out on the Site or in our documentation. We reserve the right to correct errors and omissions in any price or other information without any liability.
- 2.5 Acceptance of Your order is subject to the agreement that any Products supplied by Us are for use solely in Your country and will not be re-exported unless specifically authorised by Us in writing.

3.0 **Delivery**

- 3.1 The delivery of Products shall be subject to payment by You of the delivery charges specified in the relevant order.
- 3.2 Estimated dates for delivery will be advised at the time You place Your order but please allow up to 30 days for delivery. We shall not be liable for delays caused by matters outside Our control.
- 3.3 We will notify You if there will be a delay or if certain Products are no longer available. If the item is no longer available, we reserve the right to offer you an alternative, similar in price and quality.

4.0 **Services**

- 4.1 We may, at Our sole discretion, provide installation, training and other support services ("Services") as may be requested by You and agreed to by Us in writing.
- 4.2 You shall reimburse Us for Our reasonable costs (including but not limited to travel and accommodation) incurred by Us or Our employees, agents or sub-contractors in carrying out the Services.
- 4.3 We shall at all times in the performance of the Services, act in accordance with best practice and will use all reasonable endeavors to meet Your requirements as notified to Us. In particular We shall perform the Services with reasonable due diligence, care and skill.

5.0 **Payment**

- 5.1 Unless otherwise agreed by Us in writing, We shall invoice You on dispatch of Your order or on completion of the Services (if applicable) and You shall pay the full invoice amount within 30 days of the date of Our invoice. We reserve the right to withhold Our acceptance or delivery of any further order(s) if payment has not been made within such period and until such payment is received by Us.
- 5.2 You shall not be entitled for any reason to withhold payment of any amount due to Us.

- 5.3 Interest shall be chargeable on any amounts overdue at the rate of 4% above the reference base rate of the Bank of England as applying from time to time (to run from the due date for payment) until receipt by Us of the full amount due whether or not after judgment and without prejudice to any other right or remedy available to Us.
- 5.4 All prices listed on the Site are subject to change without prior notice to reflect any increase in the cost to Us. We shall use reasonable endeavors to draw your attention to any such increase in price before shipping the ordered Products.
- 5.5 All Prices displayed for Products on the Site or in our documentation are in GBP pounds sterling and are exclusive of any applicable sales or value added taxes which shall be paid by You (VAT will be charged on all UK sales).

6.0 **Property and Risk**

- 6.1 Property in the Products shall pass to You upon clearance of Your payment.
- 6.2 Once the Products have been delivered to You, all risk of damage to, or loss of, the Products shall pass to You.
- 6.3 Irrespective of delivery and the passing of risk in the Products, or any other provision of these conditions, the ownership of the Products shall not pass to You until We have received in cash or cleared funds payment in full for the price of the Products and all other Products agreed to be sold by Us to You for which payment is then due. Until such time as the ownership of the Products passes to You, We shall be entitled to ask You to return the Products to Us.
- 6.4 We own or are licensed to use all of intellectual property rights, (including copyright works and trade marks), embodied in all text, pictures and coding used in the Site and in Our promotional materials.

7.0 **Warranties and Liability**

- 7.1 We shall not be responsible for the content of any third party websites which link to the Site.
- 7.2 We will use all reasonable endeavours to ensure that the Site remains available at all times. However, We cannot guarantee that the Site will operate continuously or will be error free. We therefore cannot accept any liability for any failure or non-availability of the Site.
- 7.3 All sizes, dimensions and/or weights stated on the Site are approximate and do not take into account any packaging materials.
- 7.4 We warrant that the Products supplied at the time of delivery correspond to the description and specifications given by Us on the Site, are of satisfactory quality and free from minor defects. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Products, whether express or implied by statute or common law or otherwise are excluded except to the extent prohibited by law.
- 7.5 We do not accept, and hereby exclude to the fullest extent except as prohibited by law, any liability for any loss of profit, data, anticipated savings, revenue or business opportunity, or for any indirect, special or consequential loss or damage howsoever caused. Nothing in these terms and conditions shall be construed as excluding or limiting liability for death or personal injury caused by negligence or for fraud.

7.6 Subject to clause 7.5, Our maximum liability shall be limited to the price paid for the Products supplied under these terms and conditions.

8.0 Sales to Consumers

- 8.1 The Products shall be supplied accompanied by a customer guarantee ("**Product Gurantee**"), further details of which shall be included with each item of the Products.
- 8.2 The Product Warranty shall be for the benefit of an end user (meaning a person who purchases the Products for a purpose outside their business) ("End User") only and shall cover the operation of the Products for an initial period of one year from the date of purchase.
- 8.3 Except for as provided under the Product Warranty, We shall not be responsible for any other after sales support required by an End User.
- 8.4 Where You are not acting as an End User and sell the Products on to an End User and other than as provided under the Product Warranty, You shall be responsible for any obligations to such customers arising under any applicable law (including but not limited to the right of the customer to return the Products without fault).

9.0 Cancellation, Return and Refunds

- 9.1 Subject to clauses 9.2 and 9.4 and unless due to an error by Us, or as otherwise agreed in writing by Us, You shall not be entitled to cancel an order or return any Products to Us following delivery.
- 9.2 If the Products are faulty when delivered to You, You must inform Us of such fault within 7 days of delivery or (where the fault was not apparent on reasonable inspection) within 7 days after discovery of the fault. We shall be entitled to repair or replace the Products (or the part in question) free of charge or, at Our sole discretion, refund to the You the price of the Products (or a proportionate part of the price), but We shall have no further liability to the You.
- 9.3 Unless otherwise agreed by Us in writing, if You do not notify Us of a defect within the time limit set out in clause 9.2, You shall not be entitled to reject the Products, We shall have no liability for such defect or failure, and You shall pay the full price for the Products as set out in the relevant order.
- 9.4 Only where You are purchasing the Products as an End User, based in the EU and other than in the course of transaction concluded in person, You may return to Us any Products for any reason within 7 days from the date of dispatch for a full refund (including original postage costs) provided that the Product has not been made to Your specification or personalised; remains unused and in as new condition; and capable of resale with all packaging and labels intact.
- 9.5 We shall not refund return postage fees unless the reason for the return of the Products was due to an error made by Us. If the error is Ours, We will refund postage costs up to a maximum of the postage price You originally paid on Your order.
- 9.6 Any retrospective extension of the guarantee period is made by Us as a gesture of goodwill and does not modify the terms and conditions at original time of sale. As such will not refund service fees once they have been paid.

10.0 **Your Information**

- 10.1 We confirm that We will not pass on any information relating to You or Your order(s) to any other company without Your prior consent. The information We have about You will be stored on computer and Your details will be automatically added to Our mailing list. If You do not wish Us to send to You any further offers or promotional materials then please contact Us using the email address set out below.
- 10.2 Use of Our website portal is subject to our **Privacy Statement** and website **Terms Of Use** agreement.

11.0 **General**

- 11.1 You are not entitled to assign or transfer any of Your rights or obligations under these terms and conditions.
- 11.2 If any provision or any part of any provision in these terms and conditions is held by any court of competent jurisdiction to be illegal, invalid, void or unenforceable for any reason then that provision, or part provision, shall be treated as having been deleted. The remainder of these terms and conditions shall continue to apply.
- 11.3 We shall not be liable for any failure to perform any obligation under these terms and conditions which is due to circumstances beyond Our reasonable control.
- 11.4 Failure by Us to enforce any obligation under these terms and conditions shall not be deemed to constitute any waiver of that obligation.
- 11.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.
- 11.6 These terms and conditions shall be governed by the laws of England and You agree to submit to the exclusive jurisdiction of the English courts.