

Terms & Conditions

1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.

1.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.1 In these Conditions:

“Business Day” means any day other than a Saturday, Sunday or bank holiday;

“The Buyer” means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;

“Calendar Day” means any day of the year;

“The Contract” means the contract for the purchase and sale of the Goods under these conditions;

“These means the standard terms and conditions of sale set out in

Conditions” this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

“The Delivery means the date on which the Goods are to be delivered as

Date” stipulated in the Buyer’s order and accepted by the Seller;

“The Goods” means the which the Seller is to supply in accordance with these Conditions;

“Month” means a calendar month;

“The Seller” means MD Lighting Ltd trading as Visibility Lighting, a company registered in England under 7587431

“Writing” includes any communications, electronic mail or any comparable means.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3.1 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:-

3.3.1 The Seller's written acceptance;

3.3.2 Delivery of the Goods; or

3.3.3 The Seller's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.

4.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4.4 No order which has been accepted by the Seller may be cancelled 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 loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

5.1 The price of the Goods shall be the price listed in the quotation document current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 15 days only or such lesser time as the Seller may specify.

5.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.4 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller's charges for packaging and transport.

5.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods prior to the ordering of the Goods required.

6.2 All payments shall be made to the Seller in Pounds Sterling at its office as indicated on the form of acceptance or invoice issued by the Seller.

7.1 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

7.2 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.3 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 10.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:

8.1.1 In the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or

8.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.

8.3 Sub-clause 8.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Seller and the Buyer has repaid all monies owed to the Seller, regardless of how such indebtedness arose.

8.4 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.

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

8.6 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. In the event of repossession the Buyer shall deliver up to the Seller all Goods in which title has not passed, the cost of which shall be born by the Buyer.

8.7 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if;

8.7.1 The Buyer commits or permits any material breach of his obligations under these Conditions;

8.7.2 The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

9.1 The Seller may assign the Contract or any part of it to any person, firm or company.

9.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

10.1 Unless the items are faulty then the seller is under no obligation to accept the return of Goods nor to issue a refund to the Buyer. Damages upon delivery must be advised to us in writing within 3 working days. Returned items must be returned in full to include all original packaging & in an unused condition.

10.2 While the Goods remain in the Seller's possession the Seller is under a duty to ensure that the Goods are kept safe and secure.

10.3 Where the Goods are made to the order of the Buyer, the Buyer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Buyer are unaffected.

10.4 If the Goods develop a fault you must notify us as soon as possible.

11.1 The Seller guarantees all goods against faulty workmanship and manufacturing defects for 12 months from the Delivery Date.

We take no responsibility for any consequential loss, cost, expense, or damage whatsoever that may arise from faulty products. We will only seek to replace a faulty item if it is within the warranty period or provide a refund for the original cost of the item(s).

12.1 The Buyer undertakes to the Seller that:-

12.2 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

12.3 The Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;

12.4 The Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.

12.5 This Condition shall survive the termination of the Contract.

13.1 The provisions of these Terms and Conditions are in addition to and do not affect the Buyer's statutory rights as a consumer.

14.1 The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.