

Terms and Conditions

Please retain for your information

1. GENERAL

Every contract of sale whether by direct order or by your acceptance of a quotation and every contract to install or service our goods is subject to the prevailing conditions at time of acceptance of the relevant order.

All other conditions and warranties whether implied by statute, common law or trade usage, or expressed by you, are hereby excluded with the exception of conditions expressly accepted by us in writing and conditions and other terms the exclusion of which is prohibited by law.

2. WARRANTY

2.1 Subject to paragraph (2.2) of this Condition we shall without charge repair or, at our option, credit or replace any goods or any component part thereof with new or remanufactured product, sold by us to you which are defective at the time of their delivery to you or which become defective within the warranty periods stipulated below provided that: -

a) We are promptly notified of any defects in the goods, and,

b) The goods are properly installed in accordance with the general and specific fitting instructions issued by Lighthouse Trading Company Ltd and accompanied with the product or available on our website. Where goods are returned to us and are found not to be defective or within the warranty period specified we will make a reasonable charge for inspection and handling.

c) our warranty procedures are fully adhered to.

2.2 a) Our obligations under this Condition do not apply in relation to component parts made by persons other than us or to defects caused by improper installation including unapproved automated control devices, storage or use or other circumstances over which we have no control.

b) Goods are "defective" if they do not function properly owing to a fault in material or workmanship or to a material discrepancy from the contract description.

2.3 We may at our sole discretion request return of defective goods or disposal at your reasonable cost and shall not be held liable for storage or other costs thereof. We accept no liability for any costs that may be incurred in handling, stocking or fitting any defective product nor costs from any third party relating in any way to a defective product.

2.4 We reserve the right to refuse warranty claims where your account has not been settled within normal trading terms

2.5. The following warranties apply in relation to the specific categories of product supplied

Lustar range of lamps and fittings - 1 year from date of installation or 2000 hrs (which ever occurs first) provided that appropriate Lighthouse fittings are supplied at time of purchase. In all other circumstances warranty is limited to 3mths or 500hrs (which ever occurs first)

LED range - 3 years from date of installation. Where indicated in the installation information supplied with product, sites with more than 30 fittings must be registered within 28 days of installation. Extended warranties must be agreed in writing before supply of product and may require registration at the discretion of the company.

Other product warranties shall be limited to 2 years from date of installation.

In all circumstances warranty will not extend beyond 50% of the average life expectancy shown in the relevant production specification sheets and shall be determined by on site product usage.

Further exclusions to and limitations of our warranty are set out in clause 11.

3. DELIVERY

3.1 Lighthouse Trading Company will use its best endeavours to meet our standard delivery times which are published on our price lists. Dates given for delivery are approximate and we shall not be liable for any costs associated with delay in delivery or failure to deliver by Lighthouse Trading Company, its agents, suppliers or couriers. Failure to notify Lighthouse of a cancellation of order before despatch will incur a handling charge.

3.2 Where we are prevented from delivering within a reasonable time after any given delivery date we shall as soon as practicable give you notice of the cause of such prevention and, failing an agreement for a new delivery date, the contract shall be deemed frustrated and shall immediately cease.

3.3 a) In any event, our liability for delay in delivery or failure to deliver shall be limited to the return of any deposit or price paid in respect of the goods involved in such delay or failure. Lighthouse will not be held responsible for any costs including hire of access and lifting equipment.

b) We shall not be obliged to deliver any goods at any time when payment for any previous delivery or any other debt owed by you to us is overdue.

3.4 All goods shall be delivered to the address advised on your official order in accordance with the terms and conditions set out in our price lists.

3.5 Without prejudice to paragraph 3.4 above, by separate agreement not being part of this contract, we may on request procure carriage or freight and insurance on your behalf and at your expense.

3.6 Where goods are delivered to an address other than your official address we will not accept claims for losses or damages arising from such deliveries.

4. QUOTATIONS AND PRICES

Any quotation or offer made by us in respect of our goods will remain valid for a period of 30 days only, unless otherwise expressly agreed by us in writing. All prices are stated on our periodic price lists and may be subject to change without notice.

5. PRICE VARIATIONS

If, after the date of contract and before the date of delivery or installation, our costs are increased, then we may increase the prices payable by you accordingly.

6. LOSS OR DAMAGE IN TRANSIT

Without prejudice to the provisions of Condition 6, we shall not in any case be liable for loss or damage to goods in transit unless: -

a) such loss or damage is caused by our negligence

b) we are notified thereof in writing, in the case of damage or shortage within three days of delivery or, in the case of non-delivery, within 4 weeks after the date upon which the goods would have been delivered in the ordinary course of events, and

c) in the case of damage to goods, those goods are returned to us at our request for inspection within seven days of delivery.

d) No discrepancies in delivery will be accepted after the goods have been removed from the address shown on our despatch note.

7. CHANGES

If, after the receipt of an order for goods and before their delivery, improvements are made in the design and/or specification of the goods we may, on giving notice to you, incorporate such improvements in the goods supplied to you provided that: -

a) the performance and quality of the altered goods are at least as high as those of the goods ordered,

b) no price variation is made except with your consent, and

c) delivery is not unreasonably delayed.

8. PRICE AND PAYMENT

8.1 Prices: Unless otherwise indicated the prices quoted are net ex-works exclusive of Value Added Tax, and transit.

8.2 Cash Payment: Customers not having an account must send with order, or otherwise before delivery, a remittance to cover the value of the goods and, where required, the cost of packing materials, carriage or freight and insurance together with any Value Added tax charged on the supply of the goods, packing materials, carriage and insurance.

8.3 Accounts: Customers wishing to open an account should furnish trade and bank references.

8.4 Payment of Credit Accounts: Settlement of credit accounts is 30 days net monthly account unless otherwise agreed in writing.

9. RETENTION OF TITLE

9.1 a) Notwithstanding that delivery of the goods has been effected, and solely for the purpose of securing payment of all outstanding invoices due to us by you in the event of your becoming insolvent, the goods sold pursuant to this contract shall remain our absolute property until we receive payment of all amounts invoiced by us to you and outstanding from time to time or until the goods are resold by you, whichever is the earlier.

b) If you incorporate the goods in other products the absolute property in such products shall pass to us until payment as aforesaid or until such products are sold by you, whichever is the earlier, but all risks in such products shall be borne by you.

c) You shall store the goods and such other products in such a way that they are readily identifiable as our property.

d) In the event of your entering into liquidation, having a winding-up order made against you, suffering the appointment of a receiver to your assets, income or any parts thereof of otherwise being unable to pay your debts as they become due, we shall be entitled immediately after giving notice of our intention to repossess, to enter upon your premises and repossess any goods or products to which we have title hereunder.

e) Nothing in this Condition shall confer any right upon you to return the goods or to refuse or delay payment therefore, unless otherwise agreed by us in writing.

9.2 Notwithstanding the foregoing, you shall be liable for any damage to the goods from the time of delivery and you shall insure the goods and any products manufactured from them against all relevant insurable risks from the time of delivery or manufacture, as the case may be.

10 STOCK CLEANSING

Unless otherwise agreed at time of purchase all goods supplied may not be stock cleansed without prior agreement. Goods will be accepted only if your account is operating within terms and will be exchanged for an order of twice the value of goods returned or at 25% handling cost. Lighthouse may refuse to cleanse any items which are not in merchantable condition, obsolete or more than 6 months old and not in original packaging. All cleansed goods must be returned at your cost and transport risk.

11. EXEMPTION

Except as expressly provided in conditions 2 and 3 hereof, we shall not be liable for any direct or indirect costs, damages or losses or injury or damage to persons or property howsoever arising from the sale, use, installation or servicing of the goods or any defect therein, except in such cases of death or personal injury resulting from negligence where we are prevented by statute from excluding or restricting our liability.

12. LAW & JURISDICTION

The law pertaining this contact shall be that of Northern Ireland. The High Court of Justice or such similar court shall have jurisdiction to entertain any action brought in connection with the contract or matters pertaining thereto and you shall accept service by pre-paid registered letter of any writ of summons in any such action at your principal place of business.