



**Effective until:** 15/10/2019

## **LUXRITE LTD**

Terms and Conditions of Sale (revised on 05/02/2018)

### **1. Definitions**

'LUXRITE' means Luxrite Limited, incorporated in England (Company No. 6801342)

'the Buyer' means the person who buys or agrees to buy the Goods from LUXRITE;

'these Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by LUXRITE.

'the Contract' means the contract between LUXRITE and the Buyer for the sale and purchase of Goods in accordance with these Conditions.

'Force Majeure Event' has the meaning given in Condition 9.3.

'the Goods' means the articles which the Buyer agrees to buy from LUXRITE

'the Price' means the agreed price for the Goods excluding carriage, packing, insurance and VAT.

'Warranty Period' means: 'Warranty Period' means:

S-PRO 800TVL camera range including PTZ Cameras – 1 year from the date of delivery (2 years from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO 800TVL DVR range including SPro Six DVRs – 1 years from the date of delivery;

S-PRO IP camera range – 3 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO IP NVR range – 3 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO IP A1 NVR range – 3 years from the date of delivery;

S-PRO IP A1 camera range including PTZ Cameras – 2 years from the date of delivery;

S-PRO LHD camera range excluding PTZ Cameras – 3 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO LHD PTZ cameras – 2 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO LHD DVR range – 3 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO AHD camera range excluding PTZ Cameras – 3 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO AHD PTZ cameras – 2 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO AHD DVR range – 3 years from the date of delivery (1 year from the date of delivery if purchase is made on or after 1st of August 2016);

S-PRO Eight DVR - 3 Years from the date of delivery;

S-PRO Seven DVR - 2 Years from the date of delivery;

S-PRO NINE DVRs – 3 years from the date of delivery;

S-PRO M1 DVRs – 3 years from the date of delivery;

S-PRO Video Door Entry range - 2 Years from the date of delivery;

S-PRO 4K IP NVR range - 3 years from the date of delivery;

S-PRO 4K IP Camera range - 2 years from the date of delivery;

S-PRO Time & Attendance range - 2 years from the date of delivery;

S-PRO Dash Cam range - 1 year from the date of delivery;

HDCVI camera range including HDCVI PTZ Cameras - 2 Years from the date of delivery;

HD-SDI camera range - 1 Year from the date of delivery;

VECTUS analogue & HD-SDI DVR range – 3 years from the date of delivery (2 years from the date of delivery if purchase is made on or after 1st of July 2014);

All other branded Analogue/ IP products (Axis, Arecont Vision, BBV, Haydon, GJD ,Veracity, Vivotek, Brickcom, Vigilant Vision) – manufacturer warranty only.

All other Goods – 1 year from the date of delivery.

### **2. Conditions Applicable**

2.1 These Conditions shall apply to the Contract for the sale of Goods by LUXRITE to the Buyer to the exclusion of all other conditions including any conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods in accordance with these Conditions.

2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special Conditions agreed between the parties) shall be inapplicable unless agreed in writing by LUXRITE.

2.5 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of LUXRITE which is not set out in the Contract.

2.6 Any samples, drawings, descriptive matter or advertising produced by LUXRITE and any descriptions or illustrations contained in LUXRITE'S catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

### **3. Price**

3.1 Subject to Condition 3.2 the Price of the Goods shall be the price agreed at the time of the Buyer's order or, if no price has been quoted, the price set out in LUXRITE'S published price list in force as at the date of the Buyer's order..

3.2 LUXRITE may, by giving notice to the Buyer at any time up to 2 days before delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond LUXRITE'S reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs; or
- (b) any request by the Buyer to change the delivery dates, quantities or types of Goods ordered; or
- (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give LUXRITE adequate or accurate information or instructions.

3.3 The Price is exclusive of VAT which shall be due at the rate ruling on the date of the LUXRITE's invoice.

3.4 Unless credit terms have been agreed with the Buyer payment of the Price and VAT shall be due when the Buyer places the order for the Goods.

3.5 If credit terms have been agreed with the Buyer then payment of the Price and VAT shall be due within 30 days from the date of LUXRITE's invoice.

3.6 Time for payment shall be of the essence.

3.7 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set off or counterclaim against LUXRITE in order to justify withholding payment of any such amount in whole or in part.

3.8 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to LUXRITE, LUXRITE may:

- (a) cancel the Contract or suspend any further deliveries to the Buyer;
- (b) withdraw credit facilities on any future orders placed by the Buyer with LUXRITE;
- (c) exercise its rights under the Late Payment of Commercial Debts (Interest) Act 1998.

### **4. Description**

4.1 Subject to Condition 4.2 the Goods shall be supplied in accordance with the description contained in LUXRITE's specification.

4.2 LUXRITE may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

### **5. Delivery**

5.1 Unless otherwise agreed the Buyer shall collect the Goods from LUXRITE'S premises or such other location as may be advised by LUXRITE prior to delivery.

5.2 If it is agreed that LUXRITE will deliver the Goods to a location specified by the Buyer then the Buyer will reimburse LUXRITE for the costs of carriage, packing and insurance which shall be payable by the Buyer on the date for payment of the Price without any set-off or other withholding. The carrier shall be deemed to be the Buyer's agent.

5.3 Risk in the Goods shall pass to the Buyer on collection of the Goods under Condition 5.1 or on delivery of the Goods under Condition 5.2.



5.4 Any dates quoted for collection or delivery of the Goods are approximate only and the time of delivery is not of the essence. LUXRITE shall not be liable for any delay in collection or delivery of the Goods.

5.5 If the Buyer fails to collect or accept delivery of the Goods within three days of LUXRITE notifying the Buyer that the Goods are ready for collection or delivery then except where such failure is caused by a Force Majeure Event:

(a) delivery of the Goods shall be deemed to have been completed on the third day after the day on which LUXRITE notified the Buyer that the Goods were ready; and

(b) LUXRITE shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses.

5.6 LUXRITE may deliver the Goods by separate instalments in accordance with the agreed delivery schedule. Each separate instalment shall be invoiced and paid for in accordance with Condition 3.

5.7 The failure of LUXRITE to deliver any one or more of the said instalments of the Goods on the due dates shall not entitle either party to treat this contract as repudiated.

## **6. Evaluation**

6.1 LUXRITE may at its discretion supply the Goods to the Buyer on a sale or return basis. If so this will be clearly stated in the Contract and the following provisions will apply:

(a) LUXRITE will issue an invoice for the Price plus delivery charges on delivery of the Goods to the Buyer and the Buyer will pay the amount due in accordance with Condition 3;

(b) if following delivery the Buyer does not want to purchase the Goods it must return the Goods at its expense to LUXRITE within 14 days of delivery. If the Goods are not returned within the 14 day period the Buyer will be deemed to have agreed to purchase them and will be liable to pay the Price in accordance with these Conditions;

(c) the Buyer must return the Goods in as new condition in their original packaging and complete with all necessary instructions, leads and protective packing;

(d) if the Buyer fails to return the Goods in the manner required under Condition 6.1(c) then LUXRITE may at its discretion either refuse to accept the return of the Goods or accept them subject to the payment by the Buyer of a handling charge of such an amount as LUXRITE shall decide. If LUXRITE refuses to accept the return of the Goods the Buyer shall at its cost arrange for the collection or delivery of the Goods and shall be liable to pay the Price for the Goods in accordance with these Conditions;

(e) if LUXRITE accepts the return of the Goods it will raise a credit against the original amount invoiced to the Buyer less any delivery charges included on the invoice and less any handling charge payable under Condition 6.1(d).

## **7. Retention of Title**

7.1 In spite of delivery having been made title in the Goods shall not pass from LUXRITE until:

(a) the Buyer shall have paid the Price plus VAT and interest under the terms of this Contract in full; and

(b) all other sums which are due under all other contracts whatsoever between LUXRITE and the Buyer shall have been paid by the Buyer to LUXRITE in full.

7.2 Until title in the Goods passes to the Buyer in accordance with Condition 7.1 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for LUXRITE. The Buyer shall store the Goods (at no cost to LUXRITE) separately from all other goods in its possession and marked in such a way that they are clearly identified as LUXRITE's property.

7.3 Notwithstanding that the Goods (or any of them) remain the property of LUXRITE the Buyer may sell or use the Goods in the ordinary course of the Buyer's business.

7.4 LUXRITE shall be entitled to recover the Price (plus VAT) notwithstanding that title in any of the Goods has not passed from LUXRITE.

7.5 Until such time as title in the Goods passes from LUXRITE the Buyer shall upon request deliver up to LUXRITE such of the Goods as have not ceased to be in existence or have not been resold. If the Buyer fails to do so LUXRITE may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Condition 7.3 shall cease.



7.6 The Buyer shall not pledge or in any way or charge by way of security for any indebtedness any of the Goods which are the property of LUXRITE. Without prejudice to the other rights of LUXRITE, if the Buyer does so all sums whatever owing by the Buyer to LUXRITE shall forthwith become due and payable.

7.7 The Buyer shall maintain the Goods in satisfactory condition and insure the Goods to the full Price against 'all risks' to the reasonable satisfaction of LUXRITE until the date that title in the Goods passes from LUXRITE, and shall whenever requested by LUXRITE produce a copy of the policy of insurance. Without prejudice to the other rights of LUXRITE, if the Buyer fails to do so all sums whatever owing by the Buyer to LUXRITE shall forthwith become due and payable.

## **8. Claims**

8.1 The Buyer shall inspect the Goods on delivery and shall within 2 days of delivery notify LUXRITE of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford LUXRITE an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.

8.2 The Buyer shall notify LUXRITE of any non-delivery of a whole consignment of Goods within 2 days of the date of dispatch. Notwithstanding the receipt by LUXRITE of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of Goods indicated on the invoice.

8.3 If the Goods are not in accordance with the Contract for any reason the Buyer's sole remedy shall be limited to LUXRITE making good any shortage by replacing such Goods or, if LUXRITE shall elect, by refunding a proportionate part of the Price.

## **9. Limitation of Liability**

9.1 Nothing in these Conditions shall limit or exclude LUXRITE'S liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for LUXRITE to exclude or restrict liability.

9.2 Subject to Condition 9.1:

- (a) LUXRITE shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) LUXRITE'S total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price of the Goods paid or payable by the Buyer under the Contract.

9.3 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biochemical contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **10. Warranty**

10.1 LUXRITE warrants that on delivery and for the duration of the Warranty Period the Goods will:

- (a) subject to Condition 4.2 conform in all material respects with their description and any applicable specification;
- (b) be free from material defects in design material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

10.2 Subject to Conditions 10.3 and 10.4 if:

- (a) the Buyer gives notice in writing to LUXRITE during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty in Condition 10.1; and
- (b) the Buyer complies with its obligations under Condition 10.7.

LUXRITE shall at its option repair or replace the defective Goods. Any replacement Goods supplied by LUXRITE may be either new or second-hand at LUXRITE'S discretion.

10.3 LUXRITE shall not be liable for any failure of the Goods to comply with the warranty set out in Condition 10.1 in any of the following circumstances:

- (a) the Buyer makes any further use of such Goods after giving notice in accordance with Condition 10.2;
- (b) the defect arises because the Buyer failed to follow LUXRITE'S oral or written instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of LUXRITE following any drawing, design or specification supplied by the Buyer;
- (d) the Buyer alters or repairs such Goods without the written consent of LUXRITE;
- (e) the defect arises as a result of fair wear and tear, wilful damage, misuse, negligence or abnormal storage or working conditions.

10.4 The warranty in Condition 10.1 will not apply to those parts, materials or equipment which are indicated by LUXRITE in its catalogues or on its website as having not been supplied by LUXRITE. In this case the Buyer shall use its reasonable endeavours to transfer to the Buyer the benefit of any warranty or guarantee given by the manufacturer of such parts, material or equipment to LUXRITE.

10.5 Except as provided in this Condition 10 LUXRITE shall have no liability to the Buyer in respect of any failure of the Goods to comply with the warranty set out in Condition 10.1.

10.6 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Contract.

10.7 If the Buyer gives notice under Condition 10.2(a) then the following provisions will apply:

- (a) the Buyer shall obtain from LUXRITE'S technical department a return material authorisation (RMA) number;
- (b) subject to Condition 10.7(c) the Buyer will at its cost return the Goods to LUXRITE quoting the RMA number as soon as practicable and in any event within one month following notification of the RMA number;
- (c) if the Buyer gives notice under Condition 10.2(a) within 7 days following the date of LUXRITE'S invoice then LUXRITE will at its cost collect the Goods from the Buyer's premises (UK mainland only). The Buyer will still need to obtain an RMA number;
- (d) If after testing the Goods LUXRITE determines that the Goods are not defective or that it is not liable to repair or replace them under Condition 10.2 then it will return the Goods to the Buyer. The Buyer will reimburse LUXRITE for the costs of re-delivery and collection (if the Goods were originally collected by LUXRITE from the Buyer's premises). The Buyer will also pay LUXRITE a testing fee.



10.8 Advance replacement products may be issued by LUXRITE at its discretion (UK only) if the Buyer gives notice under Condition 10.2(a) but only if the Buyer has a credit account with LUXRITE with sufficient credit, a valid credit card and either the original Goods were supplied with advance replacement as part of the package or, if not, then the Buyer gave notice under Condition 10.2(a) within 14 calendar days following the date of LUXRITE'S invoice. The Buyer will be required to pay for the advance replacement products in accordance with the payment terms set out in Condition 3.5 but LUXRITE will issue a credit against this payment if after inspection LUXRITE determines that the original Goods were defective and that it was liable to repair or replace them under Condition 10.2. If the original Goods were not returned to LUXRITE within 7 calendar days after the receipt of advance replacement, money for the advance replacement plus delivery charge will be taken from the credit card given at the time when advance replacement is agreed. LUXRITE will not offer a credit if after inspection it determines that the original Goods were not defective or that it was not liable to repair or replace them under Condition 10.2. Advance replacement products issued by LUXRITE may be either new or second-hand at LUXRITE'S discretion.

## **11. Governing Law**

11.1 This Contract is subject to the law of England and Wales

11.2 All disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **12. Assignment**

12.1 LUXRITE may license or sub-contract all or otherwise dispose of any part of its rights or obligations under this Contract without the Buyer's consent.

## **13. Insolvency**

If the Buyer fails to make payment for the Goods in accordance with the Contract or commits any other breach of the Contract or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of an administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately. LUXRITE may in its absolute discretion and without prejudice to any other rights which it may have:

13.1.1 suspend all future deliveries of Goods to the Buyer and/or terminate the Contract without liability upon its part; and/or

13.1.2 exercise any of its rights pursuant to Condition 7.

## **14. Cancellation**

14.1 LUXRITE may cancel this Contract at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice LUXRITE shall repay to the Buyer any sums paid in respect of the Price. LUXRITE shall not be liable for any loss or damage whatever arising from such cancellation.

14.2 The Buyer shall not be entitled to cancel the Contract without the written consent of LUXRITE which may be withheld or granted subject to conditions at LUXRITE'S absolute discretion. LUXRITE will not give consent to the cancellation of the Contract where the Goods to be delivered were described by LUXRITE at the time of the order as 'specials'.



### **15. Intellectual Property**

15.1 Except in the case of components which are incorporated by the Buyer into other products, all Goods sold in retail packaging may be resold by the Buyer only in the packaging supplied by LUXRITE and in no case may any trade mark other than those applied by LUXRITE be marked on or applied in relation to the Goods. 15.2 No right or licence is granted under the Contract to the Buyer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use or resell the Goods. 15.3 Where any specification and design of the Goods or any of the Goods have been provided by the Buyer the copyright, design right or other intellectual property in them shall remain the property of the Buyer.

### **16. Third Party Rights**

16.1 Nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provisions of these Conditions.