

STATEMENT OF WARRANTY AND TERMS AND CONDITIONS

STATEMENT OF WARRANTY

For the most up to date information on Venture lighting Europe warranties, please visit venturelightingeurope.com.

Scope of the Warranty

Venture Lighting Europe Ltd provide a warranty on all LED luminaires manufactured and supplied for use in the UK and Europe. Subject to the terms herein, Venture warrants that all LED luminaires comply with their published specifications at the time of sale and are free from defects in materials and workmanship.

On-Site Warranty

On-site warranty is available on selected products as per the terms and conditions herein. Qualifying products must be successfully registered at, or before, time of sale in order to benefit from on-site warranty.

Liability

Venture's total liability in connection with the provision of product shall be limited by the terms and conditions herein.

Qualification

Items must be deemed or proven faulty due to manufacturing defects, and not rendered inoperable or impaired due to misuse or negligence defined herein.

Faults shall be reported to Venture within the stated warranty period commencing from date of invoice. Failure to do so may result in the warranty claim being declined

If an item returned is deemed fully functional, or proven to be rendered inoperable or impaired due to misuse or negligence, a handling fee of £15.00 per item will be chargeable.

TERMS & CONDITIONS

1.0 INTERPRETATION:

1.1 In these terms and conditions "the Company" means Venture Lighting Europe Ltd, "the Buyer" means the party with whom the Company is contracting and "goods", where the context so permits and requires, means the goods and/or services which the Company contracts to supply and / or to provide and "Conditions" means the following conditions of sale.

2.0 THESE CONDITIONS APPLY:

- 2.1 Unless the Company shall otherwise expressly agree in writing every offer, tender, quotation, acceptance and contract for the sale or supply of goods, including services ancillary thereto, by the Company is made subject to these conditions and all other terms and conditions proposed by the Buyer are expressly excluded. No modification of these terms and conditions shall be effective unless reduced to writing and signed by a person duly authorised by the Company. No binding contract shall be created by the acceptance of a quotation or offer made by the Company until notice of order in writing signed by a person duly authorised shall be given to the Company by the Buyer.
- 2.2 In the absence of any agreement in writing expressly excluding or varying the Conditions, the Conditions apply to contracts for the sale of goods arising on acceptance by the Company, by whatever means, of any order received.

3.0 BUYER'S CREDIT STATUS

3.1 Unless and until the credit status of the Buyer has been approved by the Company, the acceptance by the Company of any order is conditional on its approval of such credit status.

4.0 PRICES

- 4.1 All tender prices are based on costs payable by the Company ruling on the date of tender. Such costs may increase between tender and delivery date. The Company shall have the right by giving notice to the Buyer at any time before delivery, to increase the price of any goods to reflect any increase in cost to the Company. This exercise by the Company shall not entitle the Buyer to cancel the contract.
- 4.2 Where any additional or changed information is submitted to the Company by the Buyer after the date of the Contract, the Company reserves the right to increase prices to cover any additional costs (including additional overheads) incurred by the Company as a result of such alteration and/or to extend the delivery period.
- 4.3 Carriage by whatever method and packaging may, at the Company's option, be charged to the Buyer.
- 4.4 The Company shall be entitled to charge at such rate as shall be fair and reasonable for all preliminary or development work which the Company carries out at the request of the Buyer.

4.5 A quotation is available for acceptance for thirty days from the date thereof and lapses, if not previously accepted at the end of that time

5.0 QUANTITY:

5.1 The price quoted is for the stated quantities only and not for materially lesser or greater quantities.

6.0 ORDERS:

- 6.1 An Order, when accepted by the Company, shall constitute authority for the manufacture of all goods in the Order. The Buyer shall be obliged to take delivery of and pay for all goods included in the order.
- 6.2 Upon receipt of an order goods shall be despatched and invoiced as soon as stock becomes available, except where prior written notice is given to the Company by the Buyer to delay despatch.
- 6.3 Where agreement exists to reserve stock against call off or project orders, the maximum reserve period shall be 90 days. Where the Company does not receive an order, or receives only partial orders during the 90 day period the Company reserves the right to reassign the remaining Goods to general stock. This shall not affect any other agreement between the Company and the Buyer.
- 6.4 The Buyer shall at all times be liable to pay to the Company all costs and losses incurred by the Company in respect of goods in an Order including (but without limitation) those in respect of finished goods, work in progress, materials acquired by the Company for the purpose of fulfilling the Order and manufacturing goods.
- 6.5 The Company will only progress an Order from the Buyer when the correct pricing is stated. In the event of incorrect pricing the Company will request, from the Buyer, a revised order which shall detail full part codes and corresponding prices.
- 6.6 The Buyer can request in writing, to the Company, to cancel an Order. The Company, reserve the right to reject such requests, whereby the goods, are custom or made to order. In this instance, where the goods have been manufactured, the Company will either decline the cancellation or apply a cancellation charge; in correlation to the costs of manufacture. Cancellation requests for goods dispatched will be rejected.
- 6.7 The Company, operates a minimum order value of £200.00 (UK & NI Orders) & €1000.00 (EU Orders); Orders below this value will be subject to a £15.00 or €90.00 Small Order Charge.

7.0 INVOICING AND PAYMENT

- 7.1 Unless the Company notifies the Buyer otherwise, payment is due within 30 days of invoice.
- 7.2 Unless otherwise expressly agreed in writing by the Company, payment in full without discount shall be made and the Buyer shall not be entitled for any reason to withhold payment for the amount shown on the invoice as due.
- 7.3 Payment is made and received only at the time when the Company's bank account is credited and funds confirmed cleared with the relevant amount, and not at any earlier time.
- 7.4 If goods are for delivery outside the United Kingdom, the Company, unless otherwise agreed with the Buyer, shall be entitled to payment by irrevocable letter for credit confirmed by a bank approved in writing by the Company against the usual documents, or by draft delivered to the Company and cleared into the Company's bank account.
- 7.5 Failure to make payment on due date shall constitute a breach of contract and without prejudice to any other rights which it may have against the Buyer the Company may suspend all further deliveries of goods under all contracts then in existence between the Company and the Buyer until payment of all sums payable by the Buyer under that contract and of all other sums then due and payable to the Company by the Buyer has been made in full and/or may terminate the contract.
- 7.6 If the Company exercises its right to suspend delivery of goods in accordance with Condition 7.5, the dates for delivery of all goods under all contracts in existence at the time when the Company exercised such right of suspension shall, unless the Company otherwise decides, be postponed by a period equal in length to that of the delay in payment by the Buyer entitling the Company to suspend deliveries or, if the suspension shall be in respect of payments due on more than one date, for the period during which the earliest such payment shall be delayed.
- 7.7 Early settlement discount can only be applied if funds are received/cleared prior to due date. Discount applied after the qualifying period will require repayment.
- 7.8 Time for payment is of the essence.

8.0 REBATES

Rebate credit notes will be issued where a signed agreement – signed by both parties - is in place & all account balances including invoices & debit notes relating to rebate period are cleared. Where 30 Days extra credit terms have been authorised, these must also be cleared before Rebate Credit can be issued.

9.0 DELIVERY

- 9.1 Although the Company will make every effort to deliver on the agreed date, time for delivery is not the essence of the contract. Any quoted delivery date or period is a business estimate only and is conditional on the Buyer, at the time for placing the order, providing the Company with such information concerning the Buyer's requirements as enables the Company to fulfil the order. The Company shall not be liable for any loss or damage whatsoever caused by delayed delivery of goods. Delay in delivery will not entitle the Buyer to rescind the contract.
- 9.2 Goods will be deemed to be delivered within five days after the date of the invoice, unless prior to the expiry of such five days, the Buyer notifies the Company in writing of non-delivery.

- 9.3 The Buyer must notify the Company in writing by Email of any non-delivery, short delivery, loss or damage to goods in transit immediately upon delivery of the goods or of the invoice therefore (whichever is the earliest) & within 5 days at the latest; the Buyer shall at the same time notify any carrier upon receipt of delivery of any such loss or damage and shall enter a note of the same on the carriers' receipt or request for delivery signature. If the Buyers fails to give such notice as provided above and the Company is precluded from making recovery whether from any insurer or any other third party in respect of the loss or damage complained of, then the Buyer shall be liable to pay for the goods as though no such loss or damage had occurred.
- 9.4 It is the Company's policy to issue free of charge replacements for items notified in writing by the Buyer, if provided within 5 days of delivery, The Buyer will be required to provide photographic evidence, part codes, quantity and invoice number. No credit will be offered for damaged goods, requests and/or Debit Notes raised subsequent to the 5-day period, will be rejected.
- 9.5 If any carrier of consignment of goods receives an unqualified receipt therefore by or on behalf of the Buyer, the Company shall have no liability to the Buyer for loss or damage in transit to such goods or for miss-delivery or non-delivery thereof.
- 9.6 The Company may at its discretion deliver the goods by instalments in any sequence.
- 9.7 If the goods are delivered by instalments each instalment shall be deemed to be the subject of a separate contract and no default or failure by the Company in respect of any one or more instalments shall void the contract, in respect of goods previously delivered or undelivered goods.
- 9.8 If the goods are to be delivered by the Buyer at any location other than the premises of the Company, delivery shall be deemed to take place on arrival of the vehicle transporting the goods to the location and the Buyer shall be responsible for unloading the goods. Personnel of the Company involved in such unloading shall be deemed to be under the control and direction of the Buyer. The Company shall have no liability for any act or omission of any such personnel done or failed to be done in the course of such unloading.
- 9.9 The Buyer must notify the Company by writing or email, if the delivery is incorrect. It is the buyer's responsibility to check the delivery / products and report any issues within 5 working days.

If a claim is made outside the 5 working days replacement or credit shall be made at the company's discretion.

9.9 ORDER DELIVERY TERMS:

UK & NI ORDERS Minimum Order Value (Per Order) to Qualify for Carriage Paid is £200.00 -Standard delivery time (1-3 days)

Standard: EU ORDERS – Minimum Order Value (Per Order) to Qualify for Carriage Paid €1000 – Standard delivery times for ROI & EU Vary, depending upon location.

Next Day Delivery: (Between 8.30 - 18.30) - £15.00

Next Day before 12pm - £30.00

Saturday Delivery before 12pm - £35.00

10.0 FAILURE TO TAKE DELIVERY

- 10.1 If goods are ready for delivery and the Buyer fails to take delivery at the time required by the contract the Company shall be entitled to: -
 - 10.1.1 Invoice such goods forthwith; and apply abortive fees
 - 10.1.2 Charge at rates giving an economic return for the handling and storage of goods, and for their insurance, from the date of invoice to the date, when The Buyer takes delivery or the Company disposes of the same. Delivery and handling charges will apply
- 10.2 If the Buyer fails to take delivery within thirty days of the date of invoice it shall be deemed to have repudiated the contract and without prejudice to any other right which it may have against the Buyer, the Company shall be entitled to resell the goods.

11.0 WARRANTY AGAINST DEFECTS

- 11.1 The scope of warranty as detailed herein, shall only apply to the Company's Goods purchased by the Buyer, such Goods defined as those designed, produced and supplied by the Company, whether branded Venture or with the Buyers branding.
- 11.2 The warranty is subject to the terms and conditions set out herein, however, the Buyer's statutory rights are not affected in any way.
- 11.3 The Company warrants that all Goods comply with their published specifications at the time of sale and are free from defects in materials and workmanship.
- 11.4 The period of warranty is as per the published period displayed on the Companies website and individual Goods datasheet. Where the warranty period may be adjusted by the Company to reflect improvements in performance and/or service life, the adjusted warranty period shall not be retroactively applied to Goods purchased before the adjustment.
- 11.5 The period of warranty commences from the date of invoice to the Buyer.
- 11.6 If any Goods failure occurs during the warranted period, the Company will explicitly only provide a free of charge replacement of the failed Goods, subject to the terms and conditions set out herein.
- 11.5 If the failed Goods are obsolete or unavailable, the Company will offer the nearest alternative, and only where due to substantiated operational reasons given in writing that the Buyer cannot accept such alternative, then a credit equal to the original invoice value could be granted.
- 11.6 The Company's total liability in connection with the provision of the Goods shall be limited to the price paid by the Buyer for the Goods concerned.

- 11.7 Without exception the company shall not be liable for any consequential cost either direct or indirect, such as but not limited too; loss of profit, damages, charges, fees, expenses, hire of equipment, labour etc, except for any liability that the Company is not allowed to exclude by law.
- 11.7 The Goods must be deemed faulty due to manufacturing defect in materials or workmanship and not due to misuse of any kind physical and/or environmental including but not limited to; thermal overstress, voltage overstress, water ingress, build up of dirt and detritus, EMC, knocks, drops or impact where each, as considered separately or in combination are outside of the Goods published data.
- 11.8 Any unauthorised repairs or modifications made by the Buyer or any third party, or any erroneous installation not in accordance with the Goods installation procedure shall invalidate the warranty.
- 11.8 The buyer must make a claim in writing to the Company, stating all as specified in the relevant clause from the section RETURNED GOODS
- 11.9 The Company upon request must have sight of the deemed faulty Goods, such that investigation and analysis can decide if Goods are indeed faulty due solely to materials and or workmanship and not due to misuse.
- 11.10 Where the Company's 'Onsite Warranty' has been granted and that such is granted at point of sale and on successful completion of the Company's Extended Warranty Registration form, signed by both the Buyer and the Company, the Goods are warranted as aforementioned herein and providing the Goods are correctly installed in accordance published guidelines, the 'Onsite Warranty' is covered separately with the following limitations:
 - 11.10.1 Only the Company's qualifying luminaires utilising an integrated LED light source and standard drivers are offered.
 - 11.10.2 The qualifying Goods must be installed within the United Kingdom and be reasonably accessible using locally available access equipment.
 - 11.10.3 Associated labour and costs for access equipment is covered by the Company for the period of the on-site warranty, beginning from date of invoicing the Buyer.
 - 11.10.4 Associated labour will be that provided by the Company's approved engineer, instructed to carry out the necessary assessment and remedial works.
 - 11.10.5 When at point of sale and as agreed and recorded in the Extended Warranty Registration form, a nonapproved engineer must be used due to site requirements, the Company reserve the right to place a cap on all costs incurred, to match those reasonably expected through the engagement of the Company's approved engineer.
 - 11.10.6 On-site warranty shall be valid for a term laid out in the individual Goods datasheet. No on-site warranty shall apply except where explicitly defined.
 - 11.0.7 The Company reserves the right to refuse an on-site warranty registration if usage conditions are outside of the product specification.
 - 11.10.8 On-site warranties shall apply only to installations within the UK mainland.
 - 11.10.9 On-site warranty requires registration at time of order and will be supported where products are used within our stated technical parameters.
 - 11.10.10 Registration must be done by contacting sales@venturelighting.co.uk or phoning +44 (0) 1923 692600.
- 11.11 In all instances and without exception, the Buyer is wholly responsible for all costs in all respects of the aforementioned herein, if no fault found with materials and or workmanship.

12.0 RISK

- 12.1 Risk in the goods shall pass to the Buyer on delivery thereof.
- 12.2 The Buyer shall keep the goods fully insured against all risk normally insured against throughout the period between risk therein passing to the Buyer and the property therein ceasing to remain with the Company.
- 12.3 All items and materials which are the property of the Buyer or which are supplied by the Buyer to the Company shall while in the possession of the Company or in transit to or from the Buyer be at the Buyer's risk otherwise expressly agree in writing by the Company.

13.0 COMPANY'S REMEDIES

- 13.1 If the Buyer shall make default in any material respect in its obligations to the Company, or of any distress or execution shall be levied upon the Buyer's property or assets, or of the Buyer shall make or offer any arrangement or composition with its creditors or if there shall be any other grounds upon which the Buyer shall become insolvent for the purposed of the Insolvency Act 1986 or any resolution or petition to wind up the Buyer or for the appointment of an administrator for the Buyer shall be passed or presented the Company (without prejudice to any other right to which it may be entitled): -
 - 13.1.1 May suspend to terminate the contract or any unfulfilled part thereof without prejudice to its existing rights thereunder;
 - 13.1.2 May stop goods in transit
 - 13.1.3 May recover from the Buyer's premises any goods which are the property of the Company; and
 - 13.1.4 Shall be entitled to claim against the Buyer for any loss or damage sustained as a result of such suspension or termination
 - 13.2 If terms or materials supplied by the Buyer for working by the Company are defective, the Buyer shall be liable to the Company for the cost of all work performed by the Company thereon including work to remedy such defects.

14.0 LIMITATION OF LIABILITY

- 14.1 Except as otherwise expressly provided in these conditions, or in respect of personal injury or death caused by the Company, the Company shall be under no liability in respect of the quality, condition or description of the goods or for loss or damage including consequential loss or damage howsoever caused to the Buyer or to any other person, and whether for breach of any express or implied provision of the contract or for negligence, breach of statutory or other duty on the part of the Company or otherwise arising out of or in connection with the performance or non-performance of the contract.
- 14.2 If items or materials are supplied by the Buyer to the Company for work to be performed on them or for incorporating with goods to be supplied by the Company to the Buyer the liability of the Company for defective work shall be limited to rectifying the work or satisfactorily repairing the work or to carrying out like work on replacement items or materials supplied by the Buyer free of charge and in no event shall any such liability of the Company continue after the items concerned have been inspected or delivered of left the United Kingdom whichever shall be the earliest.

15.0 INDEMNITY BY BUYER

The Buyer shall indemnify the Company against all liabilities costs and expenses which the Company may incur by reason of any claim by any subsequent purchaser or user of the goods or of any product incorporating the goods or manufactured by using the goods or by reason of any claim by any relative or dependent of such purchaser or user arising from any defect or alleged defect in the goods or in such product except and to the extent that such liabilities, costs and expenses arise from a breach by the Company of its obligations under these conditions.

16.0 RETURNED GOODS

- 16.1 The buyer must request in writing to the Company in form of debit note. No goods may be returned without the prior written consent of the Company, and any debit notes raised without the Company's agreement and confirmation of RMA (Returns Material Authorisation), will be rejected.
- 16.2 The Buyer must request in writing to the Company, detailing the product codes, quantities, original order number and reason for request to return. If the Company agrees to accept return of goods, The Buyer shall be provided with a Returns Authorisation Number, and shall be obliged to affect the return of such goods in resaleable condition and at its own risk and cost.
- 16.3 Goods which are non-faulty must be current stocked products (Not Made to Order or Built to Order Variants) and purchased within 6 months (Obsolete products will not be accepted for return). The goods must be Un-used, in Box Quantity, original unmarked packaging and are in re-saleable condition. The Goods must be returned with Debit note and Returns Authorisation Number form. Goods with no paperwork will be rejected.
 - 16.3.1 Non-faulty Goods will have a 20% Handling and Re-stocking Charge. This must be shown on the debit note. The debit note must show VAT and Total Value.
- 16.4 If any of the information is incorrect the debit note will be rejected. If the Company agrees to accept return of goods, the buyer shall be provided with a Returns Authorisation Number and a Returns Authorisation Number form.
- 16.4.1 The Goods must be returned with the Debit Note and Returns Authorisation Number form. Goods with no paperwork will be rejected. Goods returned must match the debit note, if there is any variance then the goods will be rejected and sent back to the buyer.
- 16.5 If Goods are returned as faulty, and later proven by the Company to be non-faulty then the Buyer will be charged a £15 handling fee and the Goods will be returned to the Buyer.
- 16.6 The Buyer will return the goods to our Warehouse address, at their own cost and risk.

17.0 STOCK CLEANSE

- 17.1 In the case of Stock Cleanse, the Buyer must apply in writing, including details stated in 16.2 to return goods under Stock Cleanse procedure, whilst adhering to the following conditions:
- 17.2 One Stock Cleanse per Calendar Year, with total value not exceeding 10% of the previous year's total turnover.
- 17.3 Goods are current stocked products (Not Made to Order or Built to Order Variants), **purchased within the last 12 months** (Obsolete products will not be accepted for return) ensuring the goods are Un-used, in Box Quantity, original unmarked packaging and in re-saleable condition. This must be included together with original invoice number or original purchase order number.
- 17.3.1 The Buyer will provide a 2 for 1 compensating order.
- 17.3.2 The Buyer will return the goods to the Company's Warehouse address, at their own cost and risk.
- 17.4 In the case of Goods No longer Required/Surplus to Requirements, it is at the Company's discretion to agree to accept return of goods. The Buyer must apply in writing, including details stated in 16.2 to return goods under Surplus Stock procedure, whilst adhering to the following conditions:
- 17.4.1 Goods are current stocked products (Not Made to Order or Built to Order Variants), purchased within the last 3 months (Obsolete products will not be accepted for return) ensuring the goods are Un-used, in Box Quantity, original unmarked packaging and in re-saleable condition. This must be included together with original invoice number or original purchase order number.
- 17.4.2 The Buyer will incur a 30% Handling and Re-stocking Charge.
- 17.5 In the case of Sale or Return Samples, the Buyer must request in writing, including details stated in 16.2 to return goods under Sale or Return Sample procedure, whilst adhering to the following conditions:
- 17.5.1 Goods are current Standard product (not built to order variants), purchased within the last 3 Months (Obsolete products will not be accepted for return), ensuring the goods are Un-used, in Box Quantity, original unmarked packaging and a re-saleable condition. This must be included together with original invoice number or original purchase order number.

17.6 Notwithstanding any agreement to accept return of goods, the Company will not be obliged to accept delivery of any returned goods unless they are returned in packages which are undamaged and which have not been opened since their dispatch by the Company.

17.7 In the instance where the Company is arranging collection of goods a charge may be applicable, which is at the Company's discretion, & the Buyer must ensure the goods are ready for collection. **All European collections will be subject to a collection charge ,including failed collection charges.** Attempted failed UK collections will incur a charge of £20.00, per failed attempt.

18.0 HEALTH AND SAFETY

18.1 The Company has available up to date information and/or product literature to ensure that the goods supplied will be safe and without risk to health when properly used. This information is and will remain available from the Company

18.2 The Buyer shall be solely responsible for and shall keep the Company indemnified against any loss, liability or expenses arising directly or indirectly from the use of the goods other that in accordance with their specification of the Company's operating instructions or the information and product literature referred to in condition 18.1 or (whereon such specifications or instructions exist) in a manner which would not reasonably be considered to be safe and without risk.

19.0 EXPORT ONLY

19.1 If the Company concludes the contract of carriage and/or arrange for the insurance of the goods for transit the Company shall be deemed to be acting solely as the Buyer's agent and subsections (2) and (3) of section 32 of the Sale of Goods Act 1979 shall not be applicable.

19.2 In the case of any goods to be exported from the United Kingdom, the Buyer is responsible for obtaining import authorisations, and the Company shall have no obligations to dispatch the goods unless and until the Buyer has provided all documentation and information necessary for export and import of the goods to be effected.

20.0 SPECIFICATIONS ETC

Except as otherwise expressly agreed in writing, all specifications, patterns, drawing, unregistered designs, dies, mould tools and the like produced by the Company shall remain the property of the Company. The Buyer may not utilise, reproduce or communicate knowledge of such items and the Buyer shall return the same to the Company at the Company's request.

21.0 TECHNICAL DATA

Whilst every effort has been made to ensure the accuracy of any technical data provided to the Buyer, the Company accepts no liability arising from errors or omissions therein.

22.0 PRINCIPLES

The contract is between the Company and the Buyer and shall not be assignable without the express consent of the Company. The Company reserves the right to subcontract the fulfilment of any order or contract or any part thereof.

23.0 FORCE MAJURE

The Company shall not be liable for failure to comply with any of its obligations under the contract in the event that compliance is delayed or prevented by any cause whatsoever beyond its reasonable control, including, but not limited to, war, riot, strike, lock-out, act of god, storm, fire, earthquake, explosion, flood, confiscation, action of any government, or government agency or shortage.

24.0 RIGHTS OF COMPANY

No forbearance or indulgence by the Company shown or granted to the Buyer in respect of the terms and conditions of sale of the goods shall affect or prejudice the rights of the Company against the Buyer.

25.0 SET OFF

The Buyer shall not be entitled to the benefit of any set-off to which the Buyer might be otherwise entitled in law or in equity. All sums payable under the contract will be payable without any deduction and the Company shall be entitled in the event of non-payment to obtain and enforce judgement thereon without any stay of execution pending the determination of any cross or counterclaim by the Buyer.

26.0 CONFIDENTIAL

The existence of the contract, its content and subject matter are confidential and shall not be disclosed by the Buyer without the prior written consent of the Company.

27.0 EFFECT OF INVALID PROVISIONS

If any provision of the contract is held to be invalid, illegal or unenforceable in any way, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

28.0 NOTICE

Any notice to the Company shall be addressed to the Company at its registered office and to the Buyer at the address notified by the Buyer to the Company for that purpose or if none is so notified to the address of the Buyer last known by the Company. A notice given as aforesaid by post shall be deemed served forty-eight hours after posting and by electronic mail at the time of transmission thereof.

29.0 HEADINGS

Headings are inserted for convenience only and shall not affect the meaning or construction of these conditions.

30.0 PROPER LAW

These conditions and the contract shall be subject to and construed in accordance with English Law and parties hereby agree to accept the exclusive jurisdiction of the English Courts in all matters connected therewith or relating thereto.

ON BEHALF OF VENTURE LIGHTING EUROPE

Chris Alexander - Director

06/06/2023