

Terms and Conditions of Sale

Definitions

From here on Customer is defined as the organisation purchasing products from Trace Lighting Ltd.

The seller shall be defined as Trace Lighting Limited.

The software shall refer to limelight.

General

All orders for products and services from Trace Lighting Ltd. are subject to these subject to these terms and conditions of sale. No other terms will apply to the supply of products and services by Trace Lighting unless agreed in writing by an authorised signatory of Trace Lighting or expressly stated otherwise in these terms and conditions of sale.

All descriptions of the products and services on the Trace Lighting website or otherwise communicated to the Customer are approximate only and shall not form any part of the contract between Trace Lighting and the Customer. Trace Lighting shall not be liable to the Customer for any errors or omissions in its advertising or description.

Trace Lighting is a business-to-business supplier. Notwithstanding the foregoing, nothing in these terms and conditions of sale shall affect the statutory rights of a Customer who deals as a consumer.

Ordering

Trace Lighting reserves the right to decline to trade with any company or person. Additionally Trace Lighting may refuse to accept any order, by giving notice of non acceptance by telephone or email within a reasonable period of receiving the order.

Return of goods / Warranty

Goods may be returned unopened within 28 days of purchase. The seller shall give a refund of the price paid, less a £10 handling charge.

Faulty goods may be returned at any time and will be exchanged or repaired at the seller's option.

Cancelation of orders

Orders may be cancelled upto 24 hours after they are placed. There shall be a £10 admin fee for this, all other money shall be returned. In order as for an order to be considered cancelled the buyer must contact trace lighting by telephone or email and receive a response confirming the order is cancelled.

Title of property

Risk of loss of or damage to the products shall pass to the Customer on delivery. Ownership of the products shall not pass to the Customer until full payment of the purchase price of the goods and of all other amounts owing to Trace lighting has been made (in cash or cleared funds). If the Customer is late in paying any sum to Trace lighting, then Trace lighting shall be entitled to the immediate return of all products where the ownership has not passed to the Customer. The Customer

authorises Trace Lighting and its agents to recover the products, and to enter any premises of the Customer for that purpose. Demand for or recovery of the products by Trace Lighting shall not of itself discharge either the Customer's liability to pay the whole of the price and take delivery of the products or Tracelighting's right to sue for the whole of the price.

Platform

TraceLighting accepts no liability for issues arising from the pc upon which the software is run. This applies to (but is not limited to); issues regarding compatibility with other software, issues caused by faults in the operating system, the configuration or installation of the operating system or the hardware of the pc.

Use of software

The Customer shall have the non-exclusive right to use the software in unchanged form with the stipulated performance characteristics for the agreed equipment. The Customer is allowed to make any number of back-up copies without the Supplier's express consent.

The Customer may not resell, nor make available to a third party, the software without Trace Lighting's prior written consent.

Credit

Unless otherwise agreed in writing payment is required before goods are dispatched.

Delivery

Unless otherwise agreed in writing the price quoted includes delivery to your premises. Deliveries may take up to 28 days, unless otherwise agreed.

Damage in Transit

All goods are inspected before dispatch. At dispatch time all goods are insured by our forwarder against damage, if you do receive damaged goods, please retain all relevant documentation so that an insurance claim can be made against the forwarders insurers. If you receive a battered parcel, note the fact on the delivery note, even before you open the package to examine the contents. If you are unable to open and inspect a package in the presence of the forwarder, make sure that you sign for it as "Unable to inspect goods on delivery" or similar to warn the forwarder that a claim may be forthcoming. All damage in transit claims must be reported to us within 2 days of taking delivery.

Choice of Forum

The sole venue for all disputes arising directly or indirectly out of the contract shall at Seller's head office in Birmingham, UK. Trace Lighting shall be entitled to take legal action against Purchaser at any place where a statutory venue exists.

All relations arising out of the contract shall be governed by English law.

Limitation of liability

In cases where the seller can be shown to be grossly or wilfully negligent the seller shall be liable for damages.

Nothing in these terms and conditions shall exclude our liability for death or personal injury or impairment of health resulting from our negligence.

In all other cases the Seller's liability shall be limited to the price paid by the Customer.

Validity of the Contract

Even in case of legal invalidity of individual items, the remaining parts of the contract shall remain binding save where adherence to the contract would mean an undue hardship on one of the parties.

Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement