

Standard Terms & Conditions for the Sale of Goods

1. Application of Conditions

- 1.1 MONO shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of MONO which is accepted by the Buyer, or any order of the Buyer which is accepted by MONO; and
- 1.2 These Terms and 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 by MONO, or any such order is made or purported to be made, by the Buyer.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Buyer”	means the person who accepts a quotation or offer of MONO for the sale of the Goods or whose order for the Goods is accepted by MONO;
“Contract”	means the contract for the purchase and sale of the Goods under these Terms and Conditions;
“Contract Price”	means the price stated in the Contract payable for the Goods;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Buyer’s order and accepted by MONO;
“Goods”	means the goods which MONO is to supply in accordance with these Terms and Conditions;
“MONO”	means Mono Lighting Ltd, a company registered in England under 10048297 of 38-40 North Gate, Newark, Nottinghamshire, United Kingdom, NG24 1EZ and includes all employees of Mono Lighting Ltd.
“Month”	means a calendar month; and
“Pro Forma”	A pro forma invoice is an initial sale document that includes product information, prices and payment details. A Pro Forma invoice is issued as a request for payment, prior to the production of the Goods.

“Quotation”

A quotation, also known as a quote, is an official document provided by MONO, to a potential Buyer, listing the product part numbers, description, prices, discount and any applicable terms and conditions.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
 - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
 - 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. Basis of Sale

- 3.1 MONO’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by MONO 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 MONO.
- 3.3 Sales literature, price lists and other documents issued by MONO 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. No contract for the sale of the Goods shall be binding on MONO unless MONO 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 MONO’s written acceptance;
 - 3.3.2 delivery of the Goods; or
 - 3.3.3 MONO’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 MONO shall be subject to correction without any liability on the part of MONO.

4. Orders and Specifications

- 4.1 No order submitted by the Buyer shall be deemed to be accepted by MONO unless and until confirmed in writing by MONO's authorised representative.
- 4.2 The specification for the Goods shall be that set out in MONO's sales documentation unless varied expressly in the Buyer's order (if such variation(s) is/are accepted by MONO). The Goods will only be supplied in the minimum units thereof stated in MONO's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by MONO are intended as a guide only and shall not be binding on MONO.
- 4.4 MONO reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 4.5 No order which has been accepted by MONO may be cancelled by the Buyer except with the agreement in writing of MONO on the terms that the Buyer shall indemnify MONO 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 MONO as a result of such cancellation.

5. Price

- 5.1 The price of the Goods shall be the price quoted on an official Quotation, or Pro Forma invoice, provided by MONO. Prices shown on the Quotation(s) and Pro Forma invoice(s) are strictly valid for 30-days, or such lesser time as MONO may specify, from the date shown on the Quotation or Pro Forma.
- 5.2 MONO reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to MONO which is due to any factor beyond the control of MONO (including, 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 are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give MONO adequate information or instructions.
- 5.3 Except as otherwise stated under the terms of any quotation or pro forma invoice, prices shall be understood to be EXW (Unit 4 Blackwood Court, Teal Park, Lincoln LN6 3AE) ICC Incoterms 2010, and are exclusive of packaging and shipping costs.
- 5.4 Prices are exclusive of any applicable value added tax, excise, sales 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 MONO.

6. Payment

- 6.1 Subject to any special terms agreed in writing between the Buyer and MONO, MONO shall provide a Pro Forma invoice to the Buyer for the price of the Goods prior to the production and/or delivery of the Goods.
- 6.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by MONO, but without any other deduction credit or set off) within 7 Business Days of the date of MONO's Pro Forma invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and MONO in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 All payments shall be made to MONO as indicated on the Pro Forma invoice issued by MONO. Goods will not be dispatched by MONO until payment has been received in full, unless expressly agreed otherwise in writing by MONO.

7. Delivery

- 7.1 Delivery of the Goods shall be made by MONO delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or MONO's acceptance as the location to which the Goods are to be delivered by MONO or, if no place of delivery is so specified, by the Buyer collecting the Goods at MONO's premises at any time after MONO has notified the Buyer that the Goods are ready for collection.
- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by MONO in writing. The Goods may be delivered by MONO in advance of the Delivery Date upon giving reasonable notice to the Buyer.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by MONO to deliver any one or more of the instalments in accordance with these Terms and 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.
- 7.4 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, MONO shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to MONO all costs and expenses including storage and insurance charges arising from such failure.

8. Non-Delivery

- 8.1 The quantity of any consignment of Goods as recorded by MONO upon despatch from MONO shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.
- 8.2 Any liability of MONO for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

9. Inspection/Shortage

- 9.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 9.2 Where the Goods cannot be examined the carrier's delivery note or such other note as appropriate shall be marked "not checked".
- 9.3 MONO shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to MONO within 5 Business Days of delivery detailing the alleged damage or shortage.
- 9.4 In all cases where defects or shortages are complained of MONO shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to MONO before any use is made thereof or any alteration or modification is made thereto by the Buyer.
- 9.5 Subject to sub-Clauses 9.3 and 9.4, MONO shall make good any shortage in the Goods and where appropriate repair or replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:
 - 10.1.1 in the case of Goods to be collected from MONO's premises, the time when MONO notifies the Buyer that the Goods are available for collection; or
 - 10.1.2 in the case of Goods to be delivered, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when MONO has tendered delivery of the Goods.
- 10.2 Notwithstanding, legal and beneficial title of the Goods shall not pass to the Buyer until MONO has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by MONO and the Buyer has repaid all moneys owed to MONO, regardless of how such indebtedness arose.
- 10.3 Until payment has been made to MONO 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 MONO and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by MONO and shall insure the Goods against all reasonable risks.
- 10.4 In the event that the Buyer sells or transfers the Goods to a third party before

legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to MONO) shall be held by the Buyer on behalf of MONO. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on MONO's behalf are identified as such.

- 10.5 MONO may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.
- 10.6 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 MONO, but if the Buyer does so all money owing by the Buyer to MONO shall (without prejudice to any other right or remedy of MONO) forthwith become due and payable.
- 10.7 MONO reserves the right to repossess any Goods in which MONO retains title without notice. The Buyer irrevocably authorises MONO to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which MONO retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.
- 10.8 The Buyer's right to possession of the Goods in which MONO maintains legal and beneficial title shall terminate if;
 - 10.8.1 the Buyer commits or permits any material breach of his obligations under these Conditions;
 - 10.8.2 the Buyer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
 - 10.8.3 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;
 - 10.8.4 the Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer.

11. Assignment

- 11.1 MONO may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Buyer.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of MONO.

12. Defective Goods

- 12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to MONO within 5 Business Days of such delivery, MONO shall at its option:
- 12.1.1 replace the defective Goods within 10 Business Days of receiving the Buyer's notice; or
 - 12.1.2 refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective;
- but MONO shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.
- 12.2 No Goods may be returned to MONO without the prior agreement in writing of MONO. Subject thereto any Goods returned which MONO is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at MONO's sole discretion MONO shall refund or credit to the Buyer the price of such defective Goods but MONO shall have no further liability to the Buyer.
- 12.3 MONO shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow MONO's instructions (whether given orally or in writing), misuse or alteration of the Goods without MONO's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 12.4 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.5 Except in respect of death or personal injury caused by MONO's negligence, or as expressly provided in these Terms and Conditions, MONO shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of MONO, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 12.6 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by MONO or any competent governmental or regulatory authority and the Buyer will indemnify MONO against any liability loss or damage which MONO might suffer as a result of the Buyer's failure to comply with this condition.

13. Buyer's Default

- 13.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to MONO, MONO shall be entitled to:
- 13.1.1 cancel the order or suspend any further deliveries to the Buyer;
 - 13.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and MONO) as MONO may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 13.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 13.2 This condition applies if:
- 13.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
 - 13.2.2 the Buyer becomes subject to an administration order enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;
 - 13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;
 - 13.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
 - 13.2.5 MONO reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to MONO, MONO shall be entitled to cancel the Contract or suspend any further deliveries under the Contract, and if the Goods have manufactured and/or delivered, but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. Limitation of Liability

- 14.1 Subject to condition 7, condition 8 and condition 13, the following provisions set out the entire financial liability of MONO (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 14.1.1 any breach of these conditions;
 - 14.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979)

are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these Terms and Conditions excludes or limits the liability of MONO:

14.3.1 for death or personal injury caused by MONO's negligence;

14.3.2 for any matter which it would be illegal for MONO to exclude or attempt to exclude its liability; or

14.3.3 for fraud or fraudulent misrepresentation.

14.4 Subject to sub-Clauses 14.2 and 14.3:

14.4.1 MONO's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

14.4.2 MONO shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15. **Confidentiality, Publications and Endorsements**

15.1 The Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or products of MONO and will not use or disclose to any third party such information without MONO'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;

15.2 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which MONO is licensed to use or which is owned by MONO 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 MONO and (where appropriate) its licensor;

15.3 The Buyer will use all reasonable endeavours to ensure compliance with this Clause 15 by its employees, servants and agents.

15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

16. **Communications**

16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

16.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or

16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent postal address or e-mail address notified to the other Party.

17. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

20. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. **Law and Jurisdiction**

21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.