

# Terms and conditions

## 1. Interpretation

- 1.1.** The definitions and rules of interpretation in this condition apply in these conditions;
- **“Buyer”** - The person, firm or Company who purchases the Goods from the Company.
  - **“Company”** - Glamox Ireland Limited.
  - **“Guarantor”** - That person (or persons), or entity, who agrees to be liable for the debts of the Buyer on a principal debtor basis.
  - **“Contract”** - Any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
  - **“Delivery Point”** - The place where delivery of the Goods is to take place as stated in the Contract.
  - **“Goods”** - Any Goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).
  - **“Services”** - All services supplied by the Company to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of goods as defined above).
  - **“Price”** - The cost of the goods as agreed between the Company and the Buyer subject to clause 8 of this agreement.
- 1.2.** A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or reenactment and includes any subordinate legislation for the time being in force made under it.
- 1.3.** Words in the singular include the plural and in the plural include the singular.
- 1.4.** A reference to one gender includes a reference to the other gender.
- 1.5.** Condition headings do not affect the interpretation of these conditions.

## 2. Acceptance

- 2.1.** Any instructions received by the Company from the Buyer for the supply of goods and/or the Buyer's acceptance of goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
- 2.2.** Where more than one Buyer has entered into this agreement, the Buyer's shall be jointly and severally liable for all payments of the price.
- 2.3.** Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be amended with the written consent of the Company.
- 2.4.** No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 2.5.** The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.6.** Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period as specified on quotation, but the Company may withdraw it at any time.
- 2.7.** The Buyer undertakes to give the Company at least fourteen (14) days notice of any change in the Buyer's name, address and/or any other changes in the Buyer's details.

## 3. Application of Terms

- 3.1.** Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 3.2.** No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 3.3.** These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

#### **4. Description**

- 4.1.** The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 4.2.** All samples, drawings, descriptive matter, specifications technical information and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

#### **5. Delivery**

- 5.1.** Delivery of the Goods shall take place at the Delivery Point.
- 5.2.** The Buyer shall take delivery of the Goods at the Delivery Point within 7 days of the Company giving it notice that the Goods are ready for delivery.
- 5.3.** Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 5.4.** Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.5.** If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses or authorisations:-
  - 5.5.1.** risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
  - 5.5.2.** the Goods shall be deemed to have been delivered; and
  - 5.5.3.** The Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6.** Delivery of the goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 5.7.** At the Company's sole discretion the costs of delivery are;
  - a) included in the price, or
  - b) in addition to the price, or
  - c) for the Buyer's account
- 5.8.** The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 5.9.** The Company may deliver the Goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.10.** Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle the Buyer to repudiate or cancel any other Contract or installment.

#### **6. Non-delivery or Damage in Transit**

- 6.1.** The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 6.2.** The Company shall not be liable for any non delivery of the Goods or damage in transit unless the Buyer gives written notice to the Company of the non delivery or damage in transit within 7 days following delivery of the Goods or (in the case of non delivery) within 7 days following the date when the Goods would in the ordinary course of events have been delivered. If the Buyer fails to comply with these provisions the goods shall be presumed to be free from any defect or damage.
- 6.3.** Any liability of the Company for non-delivery of the Goods or damage to the Goods in transit shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

#### **7. Risk/Title**

- 7.1.** If the Company retains ownership of the goods nonetheless, all risk for the goods passes to the Buyer from the time of delivery. The Company will not accept any liability to the Buyer for any damage to the Goods occurring after risk has transferred to the Buyer.
- 7.2.** If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, the Company is entitled to receive all insurance proceeds payable for the goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's right to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.

- 7.3.** It is the intention of the Company and agreed by the Buyer that ownership of the Goods shall not pass to the Buyer until:
- 7.3.1.** the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods; and
  - 7.3.2.** the Buyer has met all other obligations due by the Buyer to the Company in respect of all contracts between the Company and the Buyer
- 7.4.** It is further agreed that
- 7.4.1.** where practicable the goods shall be kept separate and identifiable until the conditions of 6.3 have been met, and
  - 7.4.2.** Until such time as ownership of the goods shall pass from the Company to the Buyer the Company may give notice in writing to the Buyer to return the goods or any of them to the Company. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the goods shall cease, and
  - 7.4.3.** the Company shall have the right of stopping the goods in transit whether or not delivery has been made, and
  - 7.4.4.** if the Buyer fails to return the goods to the Company then the Company or the Company's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the goods are situated and take possession of the goods, and
  - 7.4.5.** the Buyer is only a bailee of the goods and until such time as the Company has received payment in full for the goods then the Buyer shall hold any proceeds from the sale or disposal of the goods on trust for the Company, and
  - 7.4.6.** the Buyer shall not deal with the money of the Company in any way which may be adverse to the Company, and
  - 7.4.7.** the Buyer shall not charge the goods in any way nor grant nor otherwise give any interest in the goods while they remain the property of the Company, and
  - 7.4.8.** the Company can issue proceedings to recover the price of the goods notwithstanding that ownership of the goods may not have passed to the Buyer, and
  - 7.4.9.** Until such a time that ownership in the goods passes to the Buyer, if the goods are converted into other products, the parties agree that the Company will be the owner of the end products.
  - 7.4.10.** not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - 7.4.11.** Maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 7.5.** The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:-
- 7.5.1.** any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - 7.5.2.** Any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
  - 7.5.3.** The Buyer's right to possession of the Goods shall terminate immediately if:
    - 7.5.3.1.** The Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder or a resolution is passed or a 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; or
    - 7.5.3.2.** The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/ its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts or the Buyer ceases to trade; or
    - 7.5.3.3.** The Buyer encumbers or in any way charges any of the Goods.
  - 7.5.4.** The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
  - 7.5.5.** The Buyer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
  - 7.5.6.** Where the Company is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all Goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

**7.5.7.** On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 7 shall remain in effect.

## **8. Price**

**8.1.** At the Company's sole discretion the price shall be as indicated on invoices provided by the Company to the Buyer in respect of goods supplied.

**8.2.** The price for the Goods shall be exclusive of any value added tax and transport charges which sums the Buyer shall pay in addition when it is due to pay for the Goods unless the price of the Goods is more than €500 and the Company has agreed in the Contract that the price is inclusive of transport charges.

**8.3.** The Company will be entitled to issue an invoice to the Buyer for the price of the Goods on or at any time after the date of delivery or deemed delivery.

## **9. Payment**

**9.1.** Subject to condition 9.5 payment of the price for the Goods is due in euro at the sole discretion of the Company

- a) on delivery of the goods, or
- b) before delivery of the goods, or
- c) within 30 days following the month of the Company's invoice for approved Buyer's.

**9.2.** Time for payment shall be of the essence.

**9.3.** Payment will be made by cheque, or by bank transfer, or by direct credit, or by any other method as agreed to between the Buyer and the Company.

**9.4.** No payment shall be deemed to have been received until the Company has received cleared funds.

**9.5.** All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

**9.6.** The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

**9.7.** If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at 8% per annum based on the ECB rate of 1% plus the margin of 7%. This is as per the Late Payments in Commercial Transactions Regulations 2002.

**9.8.** In addition to any sums payable by the Buyer under condition 9.6 the Buyer will reimburse to the Company any costs and expenses incurred by the Company in collecting or attempting to collect any monies owed by the Buyer to the Company under the Contract.

## **10. Warranty**

**10.1.** Subject to the conditions of warranty set out in clause 10.2 the Company warrants that any defect in any workmanship of the Company becomes apparent and is reported to the Company within 12 months from the date of delivery (time being of the essence) then the Company will either (at the sole discretion of the Company) repair the defect or remedy the workmanship.

**10.2.** The Company shall not be liable for a breach of any of the warranties in condition 10.1 unless;

**10.2.1.** subject to clause 6.2 the Buyer inspects the goods on delivery and within seven (7) days notifies the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description (as set out in clause 4) or quote.

**10.2.2.** The Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

**10.3.** The Company shall not be liable for a breach of any of the warranties in condition 10.1 if:-

**10.3.1.** the Buyer makes any further use of such Goods after giving such notice; or

**10.3.2.** the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

**10.3.3.** The Buyer alters or repairs such Goods without the written consent of the Company.

**10.4.** Subject to condition 10.2 and condition 10.3, if any of the Goods do not conform with any of the warranties in condition 10.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

**10.5.** If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.1 in respect of such Goods.

**10.6.** Any Goods replaced shall belong to the Company and any repaired or replacement Goods

shall be guaranteed on these terms for the unexpired portion of the 12 month period.

**10.7.** Where the Company is not the manufacturer of the Goods, the warranty shall be the current warranty provided by the manufacturer of the goods. The Company shall not be bound by or responsible for any item, condition, representation or warranty other than that which is given by the manufacturer of the goods. To the extent permitted by statute no warranty is given by the Company as to the quality or suitability of the goods for any purpose and any implied warranty is expressly excluded. The Company shall not be responsible for any loss or damage to the goods, or caused by the goods, or any part thereof however arising.

**10.8.** The conditions applicable to the warranty given on goods supplied by the Company are contained on the "warranty card" that will be supplied with the goods

**10.9.** In the case of second hand goods, the Buyer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Company's to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Company shall not be responsible for any loss or damage to the goods, or caused by the goods, or any part thereof however arising

**10.10. 5-YEAR WARRANTY** – on all goods delivered after October 1st 2010

SALESCO gives a 5 year warranty on all own factory produced Glamox, Luxo, and Høvik products.

The warranty is valid from the invoice date and applies for manufacturing and material defects if the "products" have been used/installed;

- Purely in accordance with their intended purpose and application specifications,
- Within the specified operational envelope, e.g. environment,
- With power within the specified range, i.e. voltage, current and frequency,
- In a professional and legal manner and in accordance with installation instructions provided.

If the conditions above are fulfilled SALESCO will either repair or replace the "products" with new fully functional "products".

The warranty does not cover;

- Any type of consequential loss,
- Failures due to exposure to extreme conditions, e.g. thunder, lightning, water ingress, fire, bad ventilation or other conditions beyond the control of SALESCO,
- Parts that need to be replaced due to normal wear and tear, e.g. light sources, starters, and batteries,
- Failures due to compatibility issues between the "products" and the installation environment. e.g. control system & power supply,
- "Products" that have been modified or repaired by unauthorized personnel,
- Normal maintenance and repair issues.

## **11. Limitation of Liability**

**11.1.** Subject to condition 5, condition 6 and condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of this employees, agents and sub-contractors) to the Buyer in respect of:-

**11.1.1.** any breach of these conditions;

**11.1.2.** any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

**11.1.3.** Any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

**11.2.** All warranties, conditions and other terms implied by statute or common law (save for the conditions implied The Sale of Goods and supply of services Act 1980) are, to the fullest extent permitted by law, excluded from the Contract.

**11.3.** Nothing in these conditions excludes or limits the liability of the Company:-

**11.3.1.** for death or personal injury caused by the Company's negligence; or

**11.3.2.** for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

**11.3.3.** For fraud or fraudulent misrepresentation.

**11.4.** Subject to condition 11.2 and condition 11.3:-

**11.4.1.** The Company'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

**11.4.2.** The Company shall not be liable to the Buyer for any indirect or consequential loss or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract including without limitation loss of profit, loss of business or depletion of goodwill.

**11.4.3.** The maximum liability in any event shall in all circumstances be limited to the net invoice price of the article and will not include any costs in respect of disconnecting, accessing, removing or replacing same.

## **12. Returns**

**12.1.** Returns may only be accepted provided that:

- a) the Buyer has complied with the provisions of clause 6.2, and
- b) the Company has agreed in writing to accept the return of the goods, and
- c) the goods are returned at the Buyer's cost within sixty (60) days of the delivery, and
- d) the Company will not be liable for any goods which have not been stored or used in a proper manner, and
- e) the goods are returned in the condition in which they were delivered and with all packaging material, brochures, and instruction material in as new condition as is reasonable in the circumstances.

**12.2.** The Company will accept the return of goods for credit.

**12.3.** For defective goods, which the Company has agreed in writing that the Buyer is entitled to reject, the Company's liability is limited to either (at the Company's sole discretion) replacing or repairing the goods

## **13. cancellation**

**13.1.** Once the Buyer's purchase order has been accepted by the Company the Buyer will not be entitled to cancel the order (whether prior to or subsequent to the actual delivery of the Goods) without the prior written consent of the Company. The Company shall be entitled at its discretion to withhold consent or may grant consent subject to the Buyer reimbursing the Company against any loss or damage incurred by it arising from the cancellation.

**13.2.** The Company may cancel these terms and conditions or cancel delivery of goods at any time before the goods are delivered by giving written notice. On giving such notice the Company shall repay to the Buyer any sums paid in respect of the price. The Company shall not be liable for any loss whatever arising from such cancellation.

## **14. Assignment**

**14.1.** The Company may assign the Contract or any part of it to any person, firm or Company.

**14.2.** The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## **15. Force Majeure**

**15.1.** The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

## **16. General**

**16.1.** Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

**16.2.** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

**16.3.** Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its right under the Contract.

**16.4.** Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

**16.5.** The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Irish law and the parties submit to the exclusive jurisdiction of the courts of Ireland.

**16.6.** If repairs or any other works are carried out on any of the Company's goods by a third party any and all charges are for the Buyer's account unless authorised in advance, in writing, by the Company.

**16.7.** The Company may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

**16.8.** The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Buyer of such change. Except where the Company supplies further goods to the Buyer and the Buyer accepts such goods, the Buyer will be under no obligation to accept such changes.

## **17. Communications**

**17.1.** All communications between the parties about the Contract shall be in writing and delivered by hand or sent by first class post or sent by fax or e-mail:

**17.1.1.** (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

**17.1.2.** (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a Company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

**17.2.** Communications shall be deemed to have been received:-

**17.2.1.** if sent by first class post, five days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

**17.2.2.** if delivered by hand, on the day of delivery; or

**17.2.3.** If sent by fax or e-mail on a working day prior to 4.00 p.m. at the time of transmission and otherwise on the next working day.

## **18. Buyer's Disclaimer**

The Buyer hereby disclaims that any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Buyer by the Company and the Buyer acknowledges that the goods are bought relying solely upon the Buyer's skill and judgment.

## **19. Sale of Goods Act 1893 and Sale of Goods and Supply of Services Act 1980**

**19.1.** This agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded)

**19.2.** Notwithstanding clause 19.1, nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods and Supply of Services Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation

**19.3.** In particular, where the Buyer buys goods as a consumer the provisions of clause 10, 11 & 12 above shall be subject to any laws or legislation governing the rights of consumers.

## **20. Intellectual property**

**20.1.** Where the Company has designed, drawn or written goods for the Buyer, then the copyright in those designs and drawings shall only be used by the Buyer at the Company's discretion.

**20.2.** The Buyer warrants that all designs or instructions to the Company will not cause the Company to infringe any patent, registered design or trademark in the execution of the Buyer's order.

## **21. Security and charge**

**21.1.** Despite anything to the contrary contained herein or any other rights which the Company may have howsoever:

**21.1.1.** Where the Buyer and/or guarantor (if any) is the owner of the land, realty or any other asset capable of being charged, both the Buyer and/or guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

**21.1.2.** Should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis.

**21.1.3.** The Buyer and/or the guarantor (if any) agree to irrevocably nominate constitute and appoint the Company or the Company's nominee as the Buyer and/or guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 21.1.

**22. Data protection Act 1988 & Data Protection Act 2003**

**22.1.** The Buyer and the guarantor/s (if separate to the Buyer) authorises the Company to:

**22.1.1.** collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's credit worthiness or marketing products and services to the Buyer; and

**22.1.2.** to disclose information about the Buyer, whether collected by the Company from the Buyer directly or obtained by the company from any other source, to any other credit provider or any credit report agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgment) a default by the Buyer on publicly accessible credit reporting databases.

**22.2.** Where the Buyer is an individual the authorities under (clause 22.1) are the authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003

**22.3.** The Buyer shall have the right to request the Company for a copy of the information about the Buyer retained by the Company and the right to request the Company to correct and incorrect information about the Buyer held by the Company.

We accept the above terms and conditions

Signed \_\_\_\_\_

On behalf of (Company) \_\_\_\_\_

