

Terms and Conditions of Sale

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these conditions;

“Buyer”	the person, firm or company who purchases the Goods from the Company;
“Company”	Glamox Luxonic Ltd;
“Contract”	the 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);
“Losses”	liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of business and loss of reputation) and all interest, penalties and legal and other professional costs and expenses.

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 re-enactment 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 Clause headings do not affect the interpretation of these conditions.

2. Application of Terms

2.1 Subject to any variation under clause 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).

2.2 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.

2.3 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 clause shall exclude or limit the Company’s liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.5 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.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for the period as specified on the quotation, but the Company may withdraw it at any time.

2.8 The minimum order value which the Company will accept is £30.

3. Description

3.1 The quantity and description of the Goods shall be as set out in the Company’s quotation or acknowledgement of order.

3.2 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.

3.3 If the Goods are manufactured in accordance with a drawing, design or specification supplied by the Buyer then the Buyer will indemnify the Company against all Losses incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with the Company’s use of that drawing, design or specification.

4. Delivery

4.1 Delivery of the Goods shall take place at the Delivery Point.

4.2 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.

4.3 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.

4.4 Subject to the other provisions of these conditions the Company shall not be liable for any Losses incurred by the Buyer as a result of 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.

4.5 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, licences or authorisations:-

4.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);

4.5.2 the Goods shall be deemed to have been delivered; and

4.5.3 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).

4.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

4.7 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.9 All packing cases marked as returnable must be returned by the Buyer to the Company at the Buyer's expenses within two months following delivery of the Goods. The Company will be entitled to include a charge on its invoice to cover the cost of supplying packing cases but the Company will reimburse this sum to the Buyer provided that the packing cases are returned to the Company in good condition within the two months period.

4.10 Company may provide lighting control system activation ("commissioning") of the Goods at Buyer's premises subject to a commissioning fee and separate booking agreed between Buyer and Company. Buyer shall ensure that all lighting systems are fully powered up and tested before commissioning, and that the site is obstruction free and access to every location fully permitted. Any booked commissioning cancelled by the Buyer with less than 24hr notice, or by the Company due to Buyer's lack of preparations as per the preceding sentence, will be charged a cancellation fee of 100% of the commissioning fee.

5. Non-delivery or Damage in Transit

5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch 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.

5.2 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.

5.3 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.

6. Risk/Title

6.1 The Goods are at the risk of 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.

6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:-

6.2.1 the Goods; and

6.2.2 all other sums which are or which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:-

6.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

6.3.2 store the Goods (at no cost to the Company) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.4 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.

6.4 Subject to clause 6.5 the Buyer may resell the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However if the Buyer resells the Goods before that time:

6.4.1 it does so as principal and not as the Company's agent; and

6.4.2 title to the Goods shall pass from the Company to the Buyer immediately before the time at which the resale by the Buyer occurs.

6.5 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 12.2 then, without limiting any other rights or remedy the Company may have:

6.5.1 the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

6.5.2 the Company may at any time require the Buyer to deliver up the Goods in its possession which have not been resold or irrevocably incorporated into another product.

6.6 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.

6.7 The Buyer grants the Company, its agents and employees an irrevocable licence 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 under clause 6.5, to recover them.

6.8 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.

6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this

clause 6 shall remain in effect.

7. Price

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

7.2 The price of the Goods is exclusive of VAT. The Buyer shall pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.3 The price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods, except if the order value is less than £400, a carriage charge of £25 will apply for deliveries within the United Kingdom mainland (excluding the Scottish Highlands). The Company will notify the Buyer of the carriage charge applicable for deliveries to the Scottish Highlands and outside the United Kingdom mainland.

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

8. Payment

8.1 Subject to clause 8.4 payment of the price for the Goods is due in pounds sterling within 30 days following the date of the Company's invoice.

8.2 Time for payment shall be of the essence.

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

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

8.5 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.

8.6 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 the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.7 In addition to any sums payable by the Buyer under clause 8.6 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.

9. Warranty

9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

9.2 The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for the period of 60 months from the date of delivery, the Goods shall:-

9.2.1 be of satisfactory quality within the meaning of Section 14(2) of the Sale of Goods Act 1979; and

9.2.2 not infringe the intellectual property rights of any third party (but only in relation to those Goods which are designed and manufactured by Company and excluding any third party products or components which are included in the Goods supplied by Company); and

9.2.3 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.

9.3 The Company shall not be liable for a breach of any of the warranties in clause 9.2 unless;

9.3.1 subject to clause 5.2 the Buyer gives written notice of the defect to the Company as soon as possible and no later than within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

9.3.2 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 Buyer's cost for the examination to take place there.

9.4 The Company shall not be liable for a breach of any of the warranties in clause 9.2 if:-

9.4.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 9.3.1; or

9.4.2 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

9.4.3 the Buyer alters or repairs such Goods without the written consent of the Company; or

9.4.4 the defect arises as a result of fair wear and tear, willful damage, negligence or abnormal storage or working conditions; or

9.4.5 the defect arises as a result of faults or fluctuations in the supply voltage or the electric circuits at the place of installations; or

9.4.6 the serial number on the Goods is damaged, changed or removed; or

9.4.7 the defect is minor deviations from the specifications only, such as variations in natural materials, packaging, Company's branding or color tones or output over time;

9.4.8 the Goods differ from specifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or

9.4.9 defects, non-compliance or intellectual property infringements occur due to use of the Buyer's brands, trade marks, get-up, designs or specifications or the modification, repair or maintenance of the Goods by any person other than Company or where a claim arises due to the Goods being modified by the Buyer or a third party or due to its combination or use with any third party products; or

9.4.10 the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer.

9.5 The warranties in clause 9.2 shall not apply to

9.5.1 Goods which are shown in the data sheets or specifications to have a rated service life of less than 15.000 hours of operation; and

9.5.2 any consumable item which are supplied in respect of the Goods which shall be deemed to include fluorescent and discharge lamps and batteries and any other items which are subject to wear and tear; and

9.5.3 LED products unless the failure rate of such LED products exceeds the Industry Standard Failure Rate of 0.2% per 1000 burning hours; and

9.5.4 "normal" lumen depreciation of 0.6% per 1000 hours which is expected depreciation rate of light output of LED luminaires; and

9.5.5 any commissioning services which Company may provide in connection with any Products.

9.6 Subject to clauses 9.3, 9.4 and 9.5, if any of the Goods do not conform with any of the warranties in clause 9.2 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,

9.6.1 if the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective to the Company, and

9.6.2 during replacement or maintenance work, if Goods are mounted at heights of more than 5 meters or where specialized access equipment is required, it shall be the responsibility of the Buyer to supply or pay for such access equipment. Buyer must ensure a safe working environment for installers in accordance with applicable health and safety regulations. Company carries out replacement and maintenance work on working days between 7 am and 6 pm. The work should be allowed to be carried out without any interruption. If this is not possible, additional costs may be charged to the Buyer; and

9.6.3 where the Defect is notified to Company more than 12 months after Delivery, Company will not provide any replacement or maintenance work and Company's only obligation under this Warranty would be to provide a free of charge replacement of any defective LED driver/inverter or LED printed circuit board that exceeds the Industry Standard Failure Rate of 0.2% per 1000 hours or a refund (in Company's discretion); and

9.6.4 the Buyer's only remedy for breach of clause 9.2.2 shall be, at Company's sole discretion, the re-performance of the installation with equivalent products which do not infringe any third party intellectual property rights or a refund of the Price (or the relevant part thereof), and

9.6.5 replacement Goods may deviate to a minor extent from the original Goods.

9.7 If the Company complies with clause 9.6 it shall have no further liability for a breach of any of the warranties in clause 9.2 in respect of such Goods.

9.8 Company shall have no liability whatsoever for any products which were not supplied by Company. The warranty shall apply where components of other manufacturers are used in conjunction with the Goods, provided such components have an international test mark proving compliance with IEC standards and have been supplied by Company with the Goods, but Company assumes no liability in relation to other manufacturers' products to the extent that any third party component has a separate manufacturer's warranty, in which case, the Buyer will have the rights and remedies set out in that warranty.

9.9 The warranty shall not cover any costs incurred by the Buyer in remedying the defect (including the costs of installation and/or removal) or bringing a warranty claim against Company. All such costs shall be borne by the Buyer.

9.10 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 60 months period.

9.11 Except as stated in clause 9.2, no other warranties are given by Company. All warranties, conditions, guarantees and representations that are implied by statute, common law or otherwise, including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10. Limitation of Liability

10.1 Subject to clause 4, clause 5 and clause 9, 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:-

10.1.1 any breach of these conditions;

10.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

10.1.3 any representation, statement or tortuous act or omission including negligence arising under or in connection with the Contract.

10.2 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.

10.3 Nothing in these conditions excludes or limits the liability of the Company:-

10.3.1 for death or personal injury caused by the Company's negligence; or

10.3.2 under section 2(3), Consumer Protection Act 1987; or

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

10.3.4 for fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and clause 10.3:-

10.4.1 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

10.4.2 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. Cancellation

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) or return the Goods (except pursuant to clause 5 or 9) 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 paying a cancellation or returns charge of such amount as the Company may decide.

12. Termination and Suspension

12.1 If the Buyer becomes subject to any of the events listed in clause 12.2, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer.

12.2 For the purpose of clause 12.1, the relevant events are:

12.2.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;

12.2.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

12.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer;

12.2.4 an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Buyer;

12.2.5 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;

12.2.6 (being an individual) the Buyer is the subject of a bankruptcy petition or order;

12.2.7 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

12.2.8 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1 to clause 12.2.7 (inclusive)

12.2.9 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

12.2.10 the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.3 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in clause 12.2.1 to 12.2.10, or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

12.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

12.5 Termination of the Contract, howsoever arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

12.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. Assignment

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

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

14. Force Majeure

14.1 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.

15. General

15.1 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.

15.2 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.

15.3 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 rights under the Contract.

15.4 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.

15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

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

16. Communications

16.1 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:-

16.1.1 (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

16.1.2 (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.

16.2 Communications shall be deemed to have been received:-

16.2.1 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

16.2.2 if delivered by hand, on the day of delivery; or

16.2.3 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.

17. Export control and sanctions

17.1 Buyer acknowledges that Company is required to comply with applicable export control laws and regulations as well as sanctions law relating to the sale, export, import, transfer, assignment, disposal and use of the Goods, including license requirements. Buyer represents and warrants that the Goods will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any applicable export control laws and regulations or sanctions law.

17.2 Company's continuing performance hereunder is conditioned on compliance with such applicable export control laws and regulations and sanctions law at all times.

18. Anti-bribery and anti-corruption

18.1 Each of the Parties represents and warrants that it will not do or omit to do anything in defiance of the UK Bribery Act, the US Foreign Corruption Practices Act and/or any other applicable anti-bribery and anti-corruption laws of any country in which the Party conducts business. Any breach of the obligations in this clause 18 shall be regarded as a material breach of the Agreement.

19. WEEE Regulations

19.1 Buyer shall be solely responsible for financing the collection, treatment, recovery and environmental sound disposal of all waste electrical and electronic equipment relating to the Goods ("WEEE") such that any obligation imposed in respect of WEEE by any and all laws, regulations, codes of practice and guidance relating to the disposal of WEEE including The Waste Electrical and Electronic Equipment Regulations 2006 and 2018 ("WEEE Regulations") shall be the responsibility of the Buyer alone save to the extent prohibited by law.

19.2 Buyer shall comply with all obligations placed upon Buyer by the WEEE Regulations by virtue of Buyer accepting the responsibility set out in clause 19.1.

19.3 Buyer shall provide the Buyer's WEEE compliance scheme operator with such data, documentation, information and other assistance as such scheme operator may from time to time reasonably require to enable such

operator to satisfy the obligations assumed by it as a result of the Buyer's membership of the operator's compliance scheme.

19.4 Buyer shall provide Company (promptly following Company's request) with any data, documentation, information and other assistance which Company reasonably requests from time to time to demonstrate Buyer's compliance with clauses 19.1 and 19.2.

19.5 Buyer shall perform the obligations in clauses 19.1 to 19.4 at the Buyer's sole cost and expense and hold harmless and indemnify Company, its officers and employees in full and on demand in respect of any liabilities, losses, costs and expenses (including reasonably incurred legal expenses) suffered by them in respect of Buyer's breach of clauses 19.1 and 19.2.