



# LIGHTHOUSE DISPLAY

Helping you sell more

## Lighthouse Display Terms and Conditions of Sale July 2019

### General Data Protection Regulation (GDPR)

Our privacy policy is available on our website - see [www.lighthousedisplay.com/privacy-policy](http://www.lighthousedisplay.com/privacy-policy)

### Ordering and Invoicing

Unless otherwise agreed in writing by an employee of Lighthouse Display, all orders must be in writing and authorised by a relevant officer from your business.

All orders placed with a value less than £50 will incur a minimum order charge, please contact our Customer Service Team for the current minimum order charge (we reserve the right to increase the minimum order value without prior written notice).

Goods are charged at the price ruling at the time of dispatch. For United Kingdom deliveries they are also subject to VAT at the standard rate for the time being in force. For deliveries outside the United Kingdom VAT may not be charged subject to conformity with HMRC.

All invoices are shown in Sterling unless otherwise stated.

### Retailer Guidelines

Lighthouse Display proactively source, for their working library, the most current Retailer Guidelines. It is your responsibility to ensure that all parties, including the Retailer, have agreed which specific version of guidelines they are working to, on a project by project basis.

### Kitting and Collation

The assembly and/or collation of kits and non-standard pack sizes will be assessed on an individual basis and quoted for specifically to cover packaging materials, labour, special labelling and other specific requirements.

### Cancellations

Cancellations will only be accepted at our discretion. If you wish to cancel an order we must be notified immediately by telephone and confirmation made in writing. Cancellations cannot be accepted after we have made the goods. You will be liable for the cost of any tooling and/or materials committed to by us, and any labour undertaken up to the time of cancellation, should we agree to accept cancellation.

### Our Right to Terminate

We may terminate the contract without liability to the customer by giving notice to the customer at any time if:-

The customer makes any voluntary arrangement with creditors (within the meaning of the Insolvency Act 1986), or being an individual or firm becomes bankrupt or, being a company becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction); or

An encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the customer; or

The customer ceases or threatens to cease to carry on business; or

We reasonably apprehend that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

### Delivery

All goods are sold subject to stock availability. No guarantee or warranty as to the date or the time of dispatch is to be given or implied. All dates and times given are intended as best estimates only.

We will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only and we will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

All orders we ship incur a delivery charge which is the cost of transporting the goods to you via one of our third party carriers. This cost will be invoiced to you. Please contact our Customer Service Team for an estimated delivery charge should you require this information prior to ordering. Please note that for timed and a.m. deliveries the carriers charge extra and it is your choice to use these specific, premium services. If you have specific delivery instructions these must be notified in writing at the time or ordering - this is a vital part of your order!

For orders placed for delivery outside the United Kingdom, please contact our export department for delivery charges and the range of methods available. You may use your own nominated carrier to collect the goods.

When a delivery is made to you it is your responsibility to ensure the correct numbers of cartons are delivered. You must indicate on the delivery note any discrepancies when signing for the delivery.

If you wish to make a collection please give us 24 hours notice prior to collection and check to ensure your order is completed and available.

### Claims

Claims for non-delivery must be notified to Lighthouse Display in writing within ten days of the invoice date.

In the event of a claim in matter of error, omission or breakage, our Customer Service Team must be informed in writing within 14 days of delivery. This should enable the query to be resolved before the payment due date. If the query is raised outside the 14 days then full payment of the invoice must still be made within the agreed payment terms. We also reserve the right not to accept claims made after the expiry of these times.

### Returns

Returns are not accepted by the company without prior approval and authorisation. Any returns agreed to will be subject to a re-stocking and inspection charge. Only unopened stock in its original sealed packing/cases will be accepted. Bespoke and custom items will not be accepted since they have been made especially for you.

### Recyclable waste

Our recyclable waste (including some trade-marked items) is transferred to a registered contractor for destruction and recycling, for which verification certificates are received.

### Partial assembly and removal of waste

Unless otherwise agreed, plastic products will always include the cut waste material within the flat unassembled item.





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To understand the extent of the waste please discuss with your account handler, on a case by case basis. If you would rather receive goods free of waste material, this additional removal activity can be included in your quotation, on a case by case basis.

Plastic Products may shatter or split if assembled at temperatures below 68°F/ 20 C. For best results allow product to reach room temperature before any assembly work that involves creasing or folding to create 3 dimensional structures/items.

### Payment

For new accounts payment is by proforma invoice only, (we accept credit card transactions) until such a time that a satisfactory payment history is established. Failure to adhere to these terms may result in the withdrawal of credit facilities. Accounts are to be settled within 30 days of invoice date. We reserve the right to charge interest at 5% above the Bank of England base rate on any overdue account and to withhold the supply of further goods pending payment in full.

### Title

Equitable and beneficial ownership of products supplied shall not pass to you until payment has been made in full and until such time you will hold the products in a fiduciary capacity for us so that in the event of prior resale we shall be entitled in law and in equity to the proceeds of such sale or any claim for the same. All risks in the product shall pass on delivery to your premises.

### Intellectual Property

Lighthouse Display is the owner of all copyright, design rights including patents, patents pending and registered designs in the products manufactured by us and these rights are not transferred with the sale of the goods and may not be reproduced by you or any other third party. Lighthouse Display is a member of ACID (Anti Copying In Design) and vigorously protects its intellectual property in all cases.

Any drawings or technical information provided by us to you in the course of our business relationship is to be treated as confidential and may not be passed to any third party without prior authorisation from us. Such information must be returned on request.

Where you, the customer, have provided drawings and /or specifications to us for manufacture you agree to indemnify us against all claims for infringement of any third party's intellectual property rights (including but not limited to: patents, trademarks, copyright, design rights) caused by accepting your instructions to manufacture any item resulting in such a claim against us.

If we have concerns about the provenance of any design we reserve the right to refuse your order on both ethical and legal grounds.

### Force Majeure

Any quotations or orders accepted are subject to shortage of raw materials, fuel or power, shortage of labour or transport, breakdown or partial failure of plant or machinery at the Lighthouse Display works or at the works of its suppliers or sub-contractors notwithstanding that Lighthouse Display has taken all reasonable steps to procure the same.

In respect of any interruption in the normal operation of Lighthouse Displays works arising from act of god, Government action or any acts, orders or regulations of Government, strikes or lockouts, civil commotion, riots or any other cause of whatsoever nature beyond the control of Lighthouse Display, No liability can be accepted by Lighthouse Display for any consequential loss or damage.

### Liability

In no circumstances shall the Lighthouse Display liability (in contract, tort or otherwise) in any matter arising out of or in connection with this contract of the goods supplied, exceed the invoice price of the particular pieces concerned and furthermore Lighthouse Display shall be under no liability for the loss or damage or delay howsoever arising, caused by circumstances outside its control.

### General

Unless otherwise agreed in writing by a director of Lighthouse Display, these Terms and Conditions of sale which supercede any earlier Terms and Conditions of sale shall override any terms and conditions stipulated, incorporated or referred to by the purchaser whether in the order or in any negotiations proceeding the formation of the contract.

### Variation of Terms

Any variation of the Terms and Conditions of any contract shall become binding only if confirmed by writing by a director of Lighthouse Display.

### Complaints

We aim to provide a high level of service and long term value as a supplier. If you do have an enquiry or complaint regarding goods provided by us please address them to "The Lighthouse Keeper" at our usual address or by fax to 0115 986 4577.

### Jurisdiction

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

### Introductions

Should you, the customer or any subsidiary or any associated company of the customer engage or otherwise employ an employee of Lighthouse Display International within the period of 9 calendar months from the date of termination of the employment of the employee by Lighthouse Display International, an introduction fee of 22% of the employee's remuneration will be payable to Lighthouse Display International. Where the amount of the actual remuneration is not known then the introduction fee will be calculated based on the remuneration value paid to the employee whilst employed by Lighthouse Display International.

### Confidentiality

All information of a technical, financial or commercial nature relating to, and included in all quotations, specifications, designs, drawings, samples, are confidential between Lighthouse Display and you, the customer. All copyright in these materials rests with Lighthouse Display.

### Tooling

We reserve the right to dispose of tooling after a dormant 2 year period.

