

## Terms & Conditions

### 1. CONTRACT

1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions
2. The Order constitutes an offer by the Customer to purchase the Goods and/ or Installation Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. The Order shall only be deemed to be accepted when Northern Neon actively begins to fulfil the Order, at which point the Contract shall come into existence.
3. Any samples, drawings, descriptive matter or advertising produced by Northern Neon and any descriptions or illustrations contained in Northern Neon's website, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/ or Installation Services referred to in them. They shall not form part of the Contract nor have any contractual force.
4. A quotation for the Goods given by Northern Neon shall not constitute an offer and may be amended by Northern Neon at any time.
5. All of these Conditions shall apply to the supply of both Goods and Installation Services except where application to one or the other is specified.

### 2. GOODS

1. The Goods are described in the Specification.
2. The Customer shall indemnify Northern Neon against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Northern Neon in connection with:
  1. any claim made against Northern Neon for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Northern Neon's use of the Specification. This clause 2.2 shall survive termination of the Contract;
  2. any claim made against Northern Neon or any other loss or liability incurred or suffered by Northern Neon in relation to or connected with the installation and/or use of the Goods where such liability is not caused by the negligent workmanship of Northern Neon or defective materials provided by Northern Neon.
3. Northern Neon reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
4. The Goods are intended for use in the United Kingdom and Northern Neon shall have no liability for any failure of the Goods, their manufacture, supply, packaging, and/ or labelling to comply with any laws, regulations, codes or other standards applicable outside of the United Kingdom.

### 3. DELIVERY

1. Northern Neon shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (including Northern Neon's premises at 1 Chorley Road, Mowbray Drive, Blackpool, FY3 7XQ where Northern Neon has agreed that the Customer may collect the Goods) ("Delivery Location") at any time after Northern Neon notifies the Customer that the Goods are ready.
2. Delivery is completed on the arrival of the Goods at the Delivery Location. Unless Northern Neon has expressly agreed in writing, it shall not unload, unpack, install, transport, store or in any way deal with the Goods following completion of delivery and the Customer shall be responsible for ensuring that it has adequate resources and personnel in this respect.
3. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Northern Neon shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Northern Neon with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4. On delivery the Customer shall carry out a thorough inspection of the Goods and shall not begin installation or engage any installers or incur any further costs or expenses in relation to the Goods until it has carried out such inspection.
5. If Northern Neon fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Northern Neon shall have no liability for any failure to deliver the Goods to the extent that:
  1. such failure is caused by a Force Majeure Event;
  2. such failure is caused by the Customer's failure to provide Northern Neon with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
  3. the Customer has failed to prepare the Delivery Location or other premises for the arrival and/or installation of the Goods;
  4. any sums are outstanding and owing by the Customer to Northern Neon; or
  5. any relevant director has failed to give a Personal Guarantee (where required by Northern Neon).
6. If the Customer fails to take delivery of the Goods within three Business Days of Northern Neon notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Northern Neon's failure to comply with its obligations under the Contract:
  1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Northern Neon notified the Customer that the Goods were ready; and
  2. Northern Neon shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
7. If ten Business Days after the day on which Northern Neon notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them:
  1. Northern Neon may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods;
  2. where the Goods have been tailored to the Customer's Specification, payment in full for the Goods shall become immediately due to the extent payment has not already been made.
8. Northern Neon may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

#### 4. QUALITY

1. Northern Neon warrants that on delivery, and for any warranty period agreed by Northern Neon in writing ("warranty period"), the Goods shall:
  1. conform in all material respects with their description and any applicable Specification;
  2. be free from material defects in design, material and workmanship.
2. Subject to clause 4.3, if:
  1. the Customer gives notice in writing to Northern Neon during the warranty period within:
    1. 2 Business Days from delivery in relation to any defect that is or ought to be reasonably apparent on a visual inspection; and
    2. 2 Business Days of discovery of a latent defect,

that some or all of the Goods do not comply with the warranty set out in clause 4.1;

1. Northern Neon is given a reasonable opportunity of examining such Goods; and
2. the Customer (if asked to do so by Northern Neon) returns such Goods to Northern Neon's place of business at the Customer's cost,

Northern Neon shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

1. Northern Neon shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 in any of the following events:
  1. If the Customer has breached its obligations under clause 3.4;

2. the Customer makes any further use of such Goods (including by continuing to install them) after giving notice in accordance with clause 4.2;
  3. the defect arises because the Customer failed to follow Northern Neon's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  4. the defect arises as a result of Northern Neon following any drawing, design or Specification supplied by the Customer;
  5. the Customer alters or repairs such Goods without the written consent of Northern Neon;
  6. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions (including but not limited to during the installation of the Goods); or
  7. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
2. Except as provided in this clause 4, Northern Neon shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
  3. 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.
  4. These Conditions shall apply to any repaired or replacement Goods supplied by Northern Neon.
  5. **INSTALLATION SERVICES**
    1. The Supplier shall use reasonable endeavours to meet any performance dates for the Installation Services agreed in writing by the parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Installation Services.
    2. The Supplier warrants to the Customer that the Installation Services will be provided using reasonable care and skill.
    3. The Customer shall:
      1. co-operate with Northern Neon in all matters relating to the Installation Services;
      2. provide, for Northern Neon, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Northern Neon to provide the Installation Services;
      3. provide to Northern Neon in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by Northern Neon in connection with the Installation Services and ensure that they are accurate and complete;
      4. inform Northern Neon of all health and safety and security requirements that apply at the Customer's premises in advance of the commencement of the Installation Services;
      5. ensure that all the Customer's equipment (where being used for the purposes of the Installation Services) is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
      6. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Northern Neon to provide the Installation Services, including in relation to the installation of the Goods, the use of all Customer materials and the use of the Customer's equipment, in all cases before the date on which the Services are to start;
      7. keep, maintain Northern Neon's equipment in good condition and otherwise in accordance with Northern Neon's instructions from time to time and shall not dispose of or use Northern Neon's Equipment other than in accordance with Northern Neon's written instructions or authorisation; and
      8. prepare the premises for the Installation Services in accordance with Northern Neon's instructions.
    4. If Northern Neon's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Northern Neon shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
    5. The Customer shall indemnify Northern Neon against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of

reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Northern Neon arising out of or in connection with a breach by the Customer of any of its obligations under clause 5.3.

## 6. TITLE AND RISK

1. The risk in the Goods shall pass to the Customer on completion of delivery.
2. Title to the Goods shall not pass to the Customer until Neon receives payment in full (in cash or cleared funds) for the Goods and any other goods that Northern Neon has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
3. Until title to the Goods has passed to the Customer, the Customer shall:
  1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Northern Neon's property;
  2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  4. notify Northern Neon immediately if it becomes subject to any of the events listed in clause 8.1; and
  5. give Northern Neon such information relating to the Goods as Northern Neon may require from time to time.
4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy Northern Neon may have Northern Neon may at any time:
  1. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
  2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 7. PRICE AND PAYMENT

1. The price of the Goods and the Installation Services shall be the price set out in the quotation.
2. Northern Neon may, by giving notice to the Customer at any time before delivery (in relation to the Goods) and at any time before completion of the Installation Services (in relation to the Installation Services), increase the price of the Goods and/ or the Installation Services to reflect any increase in the cost of the Goods and/ or the Installation Services that is due to:
  1. any factor beyond Northern Neon's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification (including any change to the Installation Services); or
  3. any delay and/or additional work and costs, expenses and losses incurred by Northern Neon to fulfil the Installation Services caused by:
    1. any instructions of the Customer;
    2. a failure of the Customer to give Northern Neon adequate or accurate information or instructions; and/or
    3. a failure by the Customer to comply with its obligations under clause 5.3.
3. The price of the Goods and the Installation Services;
  1. excludes amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to Northern Neon at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  2. excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
4. Northern Neon may invoice the Customer for the Goods and the Installation Services on or at any time after the completion of delivery.

5. Unless otherwise agreed in writing by the parties the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Northern Neon. Time for payment is of the essence.
6. If the Customer fails to make any payment due to Northern Neon under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
7. In addition to the interest payable under clause 7.6, the Customer shall pay all costs and expenses (including legal and other professional fees) incurred by Northern Neon in recovering any overdue amount.
8. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Northern Neon may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Northern Neon to the Customer.

## 8. TERMINATION

1. Without limiting its other rights or remedies, Northern Neon may terminate this Contract with immediate effect by giving written notice to the Customer if:
  1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  4. the Customer's financial position deteriorates to such an extent that in Northern Neon's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
2. Without limiting its other rights or remedies, Northern Neon may suspend provision of the Goods and the supply of the Services under the Contract or any other contract between the Customer and Northern Neon if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or Northern Neon reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
3. Without limiting its other rights or remedies, Northern Neon may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
4. On termination of the Contract for any reason the Customer shall immediately pay to Northern Neon all of Northern Neon's outstanding unpaid invoices and interest.
5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## 9. LIMITATION OF LIABILITY

1. Nothing in these Conditions shall limit or exclude Northern Neon's liability for:
  1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  2. fraud or fraudulent misrepresentation;

3. breach of the terms implied by section 12 of the Sale of Goods Act 1979.
2. Subject to clause 9.1:
  1. Northern Neon shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  2. Northern Neon's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the price of the Goods or the Installation Services to which the loss relates.

## 10. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

### 1. GENERAL

1. Assignment and other dealings.
  1. Northern Neon may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Northern Neon.
2. Confidentiality.
  1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 11.2(b). For the purposes of this clause, "group" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
  2. Each party may disclose the other party's confidential information:
    1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and
    2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
  3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
3. Entire agreement.
  1. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
4. Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
5. Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
7. Notices.
  1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
  2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
  3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
8. Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.
9. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
10. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

## 2. INTERPRETATION

### 1. Definitions:

"Business Day"

a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Conditions"

the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.

"Contract"

the contract between Northern Neon and the Customer for the sale and purchase of the Goods and/ or Installation Services in accordance with these Conditions.

"Customer"

the person or firm who purchases the Goods and/ or Installation Services from Northern Neon.

"Force Majeure Event"

an event or circumstance beyond a party's reasonable control.

"Goods"

the goods (or any part of them) set out in the Order.

"Installation Services"

the installation services to be provided by Northern Neon as agreed by the parties in writing.

"Northern Neon"

Northern (Neon) Lights, Blackpool Limited (registered in England and Wales with company number 00617532).

"Order"

the Customer's order for the Goods and/ or Installation Services, as set out in the Customer's purchase order form or in the Customer's written or oral acceptance of Northern Neon's quotation, as the case may be.

"Personal Guarantee"

any personal guarantee to be given by a director (or directors) of the Customer in favour of Northern Neon.

"Specification"

any specification for the Goods and the Installation Services (as applicable), including any related plans, designs and drawings, that is agreed in writing by the Customer and Northern Neon.

1. Interpretation:

1. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
2. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
3. a reference to writing or written includes emails.