



Terms & Conditions

The contractual terms between the Company generating this invoice (hereinafter referred to as the Company) and those purchasing goods (hereinafter referred to as the Purchaser) from the Company are contained exclusively within these Conditions of sale.

These Conditions and the Contract shall be subject to and construed in accordance with the Law of England and are deemed to be accepted by the customer when ordering from the Company.

1. VARIATION

In no circumstances will the Company be bound by any addition to or other variation of these terms whether oral or in writing unless any such addition or variation is agreed in writing by the company with express reference to these terms. Any variance will be in writing by a Director of the Company.

2. ACCEPTANCE OF ORDERS

All orders should be placed via email to sales@spanlite.com. Orders are only deemed as accepted once they have been acknowledged and agreed by the Company in writing.

3. RECOMMENDATIONS

All recommendations and advice given by the Company, or the employees or agents of the Company are given without liability on the part of the Company. Descriptive pictorial or written material issued or published by the Company from time to time relating to goods offered for sale shall not form part of any contract of sale.

The company shall not be responsible for any loss or damage caused either directly or indirectly by the goods or by any act or omissions in connection therewith.

4. EXECUTION OF ORDERS

Execution of orders is contingent upon the availability of goods and the absence of any circumstances beyond the control of the Company which hinder or prevent such execution. Liability will not be accepted where the Company is constrained by outside suppliers. The company will normally send all goods insured by overnight carriers, if the customer decides to collect goods or appoint their own carrier, the Company will notify the customer when goods are ready for collection.

5. SUITABILITY FOR PURPOSE

It is the responsibility of the customer to determine the suitability of a product for the purpose for which the customer intends to use the components supplied by the Company. The Company offers no warranty either stated or implied as to the suitability of the components supplied for any specific purpose whether this purpose is known to the Company or not. Additionally, as the components may form part of a larger piece of equipment, their application and suitability situations should be determined by a competent person within the customer organization.

6. CANCELLATION OF ORDERS

No order which has been accepted by the Company may be cancelled or amended by the Purchaser except with the agreement in writing of the Company and on terms that the Purchaser shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

7. DELIVERY DELAYS

Whilst the Company undertakes that every effort will be made to ensure that the goods are delivered promptly, no liability will be accepted for delay in dispatch or delivery of goods.

8. RISK IN GOODS

The risk in all goods shall pass to the Purchaser on delivery of the goods to the Purchaser unless goods have been collected by the customer, their agent or appointed carrier in which case risk shall pass upon collection.

9. DAMAGE OR SHORTAGE

Damage or shortage of goods discovered on delivery must be notified to the Company within seven days. Any claims for damage or shortage which are not notified within this time shall not be accepted by the company.

10. RETURNED GOODS

Goods will not be accepted for return without the prior agreement of the Company. Returns must be labeled with the reason for return, include the Company's invoice number upon which such goods were charged, and goods must be returned carriage paid to the Company's premises.

11. PAYMENT OF INVOICES

All accounts must be paid in line with the agreed terms and conditions as listed on the invoice. In the event of these not having been agreed, then the invoice is due thirty days from the date of the invoice. In the event of default, the Company reserves the right to charge interest at the current Bank of England base rate plus two percent at monthly intervals on the overdue portion of the account and to suspend or cancel the contract in respect of any undelivered goods unless these have been custom manufactured in which case the customer is liable for these goods at the full sale price.

12. INVOICE QUERIES

Any queries must be raised within 7 days of the receipt of the invoice, or any query may be rejected.



13. FINANCIAL REVIEW

The Company will review the performance of each account annually and reserve the right to amend prices to take account of credit, uncharged work undertaken for the customer, and any other factors which may have eroded the account performance financially. This will be undertaken annually within 90 days of the end of the Companies financial year.

14. PRODUCTION DESLOTTING

Should a client account not be in order within 7 days of the due date of any invoice, the Company reserves the right to de-slot any current development or production orders. These will then be replaced into the Company's build program which may well incur significant delays.

15. RETENTION OF TITLE

Notwithstanding delivery and passing of the risk, legal and beneficial ownership of the good shall remain in the Company until full payment for the goods has been made. Until ownership passes the Purchaser shall hold the goods as bailee for the Company and must keep the goods free from any charge lien or other encumbrance. If the Purchaser purports to sell the goods before payment is made to the Company, the proceeds of the sale shall belong to the Company until payment has been made to the Company in full. Where such goods are used, even with a loss of identity, the legal ownership to the resultant product shall vest in the company and any proceeds of sale in respect of goods unused or resultant products shall be received by the Purchaser as agents for the company and on their account.

16. SUSPENSION AND TERMINATION

The Company shall be entitled to cancel or suspend performance of the contract if the Purchaser:

- (a) Shall fail to make payment due to the Company under the contract or any other account and/or
- (b) Shall have a receiver appointed, go into liquidation or bankruptcy, or cease to trade.

Upon any such cancellation the Purchaser shall make available for collection by the Company any goods in the possession of the Purchaser for which payment has not been made.

17. PRODUCT & SERVICE GUARANTEES

All goods supplied by the Company are covered under the Company's Guarantees. Please refer to the relevant Guarantee for the supplied products and services. All guarantees are based on return-to-base and hence require that any product be returned, properly packed to the company's premises at the Purchaser's expense.

18. DAMAGES

Any claim for damages will be limited to the value of the individual component supplied upon its return to the Company. The Company accepts no liability for any losses caused by its products above their invoice price, this includes but is not limited to field service visits, replacement of items, loss of business or goodwill, potential loss, predicted losses. Compensation may be offered to the customer as a value or in replacement goods at the discretion of the Company.

19. CESSATION

The Company reserves the right to cease to supply any product, selection of products or to the customer at all with 30 days notice where the product has become either financially non-viable or where components within the product are discontinued. The Company is not obliged to supply a replacement product or to offer any alternative. No claim for compensation will be considered provided the Company has given 30 days (thirty) of clear notice. The Company may also cease to supply if the account is regularly beyond our credit terms.