



## **OSRAM Ltd**

### **General Conditions of Sale**

Unless otherwise stated by OSRAM LIMITED (the “Company”) in writing, the Company’s General Conditions of Sale set out below shall apply to all sales of goods by the Company to any other party (the “Customer”):

#### **1 General**

All quotations are made and all orders are accepted subject to the following terms and conditions and no addition thereto or variation therein shall be made or apply unless agreed in writing.

#### **2 Orders**

(2.1) The Company reserves the right to accept or refuse orders. The Company also reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to assign or transfer such uncompleted orders to a legal successor or acquirer of the business. Further-more the Company reserves the right to suspend delivery in the event of any of the Customer’s commitments with the Company not being met or if the Company is of the opinion that such commitment will not be met by the Customer.

(2.2) With regard to orders for goods which the Company does not stock and therefore makes or procures specifically for the Customer, the Company can accept neither the cancellation of any such order nor the return of any such goods except under Clause 16 (Defects after delivery).

#### **3 Validity of quotations**

(3.1) The contract will be on these conditions which shall override any terms and conditions which the Customer purports to apply, including those contained or referred to in the order and shall supersede all prior agreements, offers and discussions (oral or written) between the parties regarding the subject matter of the contract. The order shall be deemed to be an offer by the Customer to purchase goods and/or services subject to these conditions. No order shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or (if earlier) the Company delivers goods and/or services to the Customer. These conditions shall be binding on the Customer when the Company accepts the order whether or not the Customer has executed the contract.

(3.2) Unless expressly agreed in writing to the contrary, these conditions shall apply to all orders placed by the Customer with the Company until further notice from the Company to the Customer.

#### **4 Acceptance of quotations**

The acceptance of a quotation must be accompanied by sufficient information to enable the Company to proceed with the order forthwith, otherwise the Company will be at liberty to amend the quoted price to cover any increase in cost which has taken place after acceptance. Any sample submitted with the Company’s quotation is returnable.

#### **5 Catalogues etc**

Catalogues, price lists and other advertising matter and descriptions, specifications or samples are only an indication of the type of goods offered and no particulars therein or attributes thereof shall be binding on the Company. All prices quoted therein are subject to alteration or withdrawal from time to time without notice.

## **6 Price**

(6.1) All quotations and orders for the general range of goods in current demand are subject to relevant prices and relevant discounts ruling at date of despatch.

(6.2) Except as provided in Clause 6.1 above, all prices are based on the cost of material, labour, transport, customs clearance, duty and of conforming to statutory obligations ruling at the date of the Company's acceptance of the order, and if between that date and the date on which the goods are despatched, variations, either by rise or fall, shall occur in these costs the Company may amend the price to provide for these variations. The Company shall be entitled to charge an additional cost for the impact of specific legislation, coming into force either before or after the contract with the Customer is concluded, such as laws or regulations on waste electrical and electronic equipment, use of hazardous substances, packaging or disposal.

(6.3) All amounts payable pursuant to the Contract are expressed exclusive of Value Added Tax (VAT) and any VAT shall be paid at the rate applying at the date of the Company's invoice.

(6.4) Where an invoice does not match the expected purchase price the Customer must notify us within 14 days of the date of the invoice. The Company undertakes to investigate all such notifications and credit where appropriate. The Company reserves the right to reject claims made outside of the 14-day period.

## **7 Description of goods**

(7.1) All goods will be supplied as specified subject to reasonable availability to the Company of materials. Where specified materials are not so available the Company reserves the right without further notice to substitute other materials.

(7.2) All descriptive specifications and drawings, all particulars of weights and dimensions and all forwarding specifications issued by the Company are approximate only.

## **8 Rejection and Return**

(8.1) Unless otherwise agreed in writing, goods rejected by the Customer as not complying with the contract must be rejected within 14 days.

(8.2) Due to the fragile nature of the goods the Company will not accept goods for return unless previously inspected and confirmed as fit for re-sale by an employee of the Company. For this reason the Company does not operate a "sale or return" option, nor does it operate a stock cleanse facility. Any and all returns may only be made with the full agreement and authorisation of a manager of the Company. The Company will not accept any responsibility for goods returned by the Customer without full authorisation.

## **9 Risk/title**

(9.1) The goods are at the risk of the Customer from the time of delivery. "Goods" include both Consignment Stock held by the Customer on behalf of the Supplier, and goods delivered and invoiced.

(9.2) Ownership of the goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(9.2.1) the goods; and

(9.2.2) all other sums which are or which become due to the Company from the Customer on any account.

(9.3) Until ownership of the goods has passed to the Customer, the Customer must:

(9.3.1) hold the goods on a fiduciary basis as the Company's bailee;

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

(9.3.3) not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;

(9.3.4) 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 Customer shall produce the policy of insurance to the Company; and

(9.3.5) hold the proceeds of the insurance referred to in Clause 9.3.4 or of sale of any of the goods on trust for the Company and not mix them with any other money, nor pay the proceeds into any overdrawn bank account.

(9.4) The Customer's right to possession of the goods shall terminate immediately if:

(9.4.1) the Customer 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 a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(9.4.2) the Customer 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/perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(9.4.3) the Customer encumbers or in any way charges any of the goods.

(9.5) 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.

(9.6) The Customer 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 Customer's right to possession has terminated, to recover them.

## **10 Despatch**

Any times quoted for despatch are to be treated as estimates only and the Company shall not be liable in any manner whatsoever for failure to despatch within such time unless the Customer has suffered loss thereby and the amount payable in respect thereof shall have been agreed in writing prior to despatch as liquidated damages, in which case the Company's liability shall be limited to the amount so agreed to be paid. In all cases, whether a time for despatch be quoted or not, the time for despatch shall not be of the essence and shall be extended by a reasonable period and for so long as the Company's having regard to all circumstances if delay in despatch is caused by instructions or lack of instructions or other necessary particulars from the Customer, or by industrial dispute, or by any cause whatsoever beyond the Company's reasonable control.

## **11 Storage**

If by reason of instructions or lack of instructions from the Customer or failure of the Customer to accept delivery, despatch in accordance with the contract is delayed for 7 days after the Customer has been notified that the goods are ready for despatch, the risk in the goods shall pass to the Customer who shall take delivery or arrange for storage and for the purposes of Clause 15 (Payment) the goods shall thereupon be deemed to have been delivered. If storage facilities permit, the Company may store the goods and the Customer shall pay a reasonable charge therefor.

## **12 Delivery**

(12.1) Unless otherwise specified the price quoted includes delivery.

(12.2) The Company reserves the right to choose the method of transport.

(12.3) The Customer will sign, at the time of delivery, the Delivery Note, International Delivery Note (CMR) or other delivery documentation for receipt of the goods. If the Customer signs "unexamined" or similar, the Company will deem this to be an acknowledgement of receipt of all cartons or packages specified on the Delivery Note.

## **13 Loss or damage in transit**

(13.1) Shortages and/or damages in transit, must be clearly stated by the Customer on the Delivery Note, CMR or other delivery documentation at the time of delivery. The Company undertakes to investigate, and credit where appropriate.

(13.2) Where shortages and/or damages are not apparent at the time of delivery, the Customer must notify the company, in writing, within 3 working days of receipt of delivery. The Company undertakes to investigate, and credit where appropriate.

(13.3) Where an entire delivery has not been received, the Customer must notify the company, in writing, within 10 working days of the date of the invoice. The Company undertakes to investigate, and credit where appropriate.

## **14 Packing**

Packing cases, pallets, drums and/or packing materials, will be charged extra if not returned in good condition carriage paid to the Company within one month of delivery of the goods if requested by the Company. If no such request is made by the Company, the Customer shall be responsible for proper disposal of such items.

## **15 Payment**

(15.1) Unless otherwise agreed in writing, payment in full is due on or before the last banking day of the calendar month following the month of the invoice.

(15.2) If the price of the goods is not paid in full by the due date all other sums owing or incurred by the Customer to the Company but not already due for payment shall thereupon become due and immediately payable in full and the Company may suspend any further deliveries due to the Customer.

(15.3) In the event any amount payable is overdue, the Company may, without prejudice to any other right, charge simple interest on overdue amounts at a rate of 2% per annum above the then current base rate published by Barclays Bank PLC. The Company reserves the right to charge interest at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.

## **16 Defects after delivery**

The Company will make good, by repair or at the Company's option by the supply of a replacement or refund, defects which, under proper use, appear in the goods within a period of twelve calendar months after the goods have been delivered and arise solely from faulty design, materials or workmanship (other than a design made, furnished or specified by or on behalf of the Customer): provided always that defective parts have been returned to the Company if the Company shall have so required. The Company shall refund the cost of carriage of such returned parts and the repaired or new parts will be delivered by the Company free of charge as provided in Clause 12 (Delivery). The Company shall be under no liability for the fitting or installation of the repaired part or for service charges incurred in respect thereof. In respect of goods not of the Company's manufacture, the Customer is entitled only to such benefits as the Company may receive under any guarantee given to it in respect thereof. The Company's liability under this clause shall be in lieu of any warranty or condition implied by law as the quality or fitness for any particular purpose of the goods, and save as provided in this clause the Company shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in goods delivered or for any damage or loss resulting from such defects or from any work done in connection therewith. Provided however that nothing in this clause shall operate to exclude any warranty or condition implied by law as to the quality of the goods in the event that the goods when sold by the Customer or when sold by any person or persons to whom the Customer may sell the goods shall become the subject of a consumer sale as defined in the Sale of Goods Act 1979, or any statutory re-enactment or modification thereof, except to the extent that any claim under such warranty or condition shall have arisen from any act or omission by the Customer or by any other persons selling the goods by a way of a consumer sale.

## **17 Patents etc**

(17.1) The Company will indemnify the Customer against any direct damages which may be finally awarded against the Customer by a court of competent jurisdiction (with no right of appeal) that the products (or any part of the products) infringes the intellectual property rights of a third party in the United Kingdom, provided always that this indemnity shall not apply to any infringement which is due to the Company having followed a design or instruction furnished or given by the Customer or in a foreign country not specified by or disclosed to the Company, or to any infringement which is due to the use of such product in association or combination with any article or material not supplied by the Company; and provided also that this indemnity is conditional on the Customer giving to Company the earliest possible notice in writing of any claim being made or action threatened or brought against the Customer and on the Customer's permitting the Company at the Company's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim and giving the Company all reasonable assistance. The Customer on his part warrants that any design or instruction furnished or given by him shall not be such as will cause the Company to infringe any intellectual property rights of any third party in execution of the Customer's order.

(17.2) The Customer shall not use any registered or unregistered trade marks, trade names, brand names, product names, images, logos, designs, get-ups or materials of the Company except those provided by the Company to the Customer for the purposes for which they were supplied and shall cease using them if required by the Company in writing at any time.

## **18 Force Majeure**

(18.1) If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, that affected party shall not be in breach of the agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

(18.2) A "**Force Majeure Event**" means any event beyond a party's reasonable control, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic or similar events (which, for the avoidance of doubt, shall include: (a) any further wave, spike or peak of the coronavirus 2 (SARS-CoV-2) pandemic ("**COVID-19 Pandemic**"); and (b) any government or local authority law or guidance issued in relation to the COVID-19 Pandemic, notwithstanding the parties' awareness of the COVID-19 Pandemic at the time of entering into the agreement), natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## **19 Reservation Clause**

The fulfilment of the agreement on the Company's part is subject to the proviso that this shall not be prevented by impediments on the grounds of national and international legal requirements, in particular export control provisions.

## **20 Limitation of Liability**

(20.1) Nothing in these conditions excludes or limits the liability of the Company:

(20.1.1) for death or personal injury caused by the Company's negligence; or

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

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

(20.1.4) for fraud or fraudulent misrepresentation.

(20.2) Subject to Clause 20.1:

(20.2.1) 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 with the Customer shall be limited to the contract price; and

(20.2.2) the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the agreement.

(20.2.3) the Company may assign and transfer the same rights and obligations under these Conditions of Sales to a successor in title or a purchaser of a substantial part of the business without the consent of the Customer. The Company will inform the Customer in writing of such an assignment and transfer and of its effective date.

## **21 Legal construction**

The contract shall in all respects be construed and operate as an English contract and in conformity with English law.

## Notes

### 1. Minimum Order Values

All orders must be in multiples of the Sales Pack detailed for each product.

Orders for part Sales Packs will be rounded up to the next full Sales Pack quantity.

Prices are carriage paid to UK on shore locations subject to a Minimum Order Value of £250 net invoice value (excluding WEEE or other changes).

A Small Order Charge of £10 will be made for freight and handling of orders less than £250 net invoice value.

A "non-digital service charge" of £25 shall be applied to each and any order which is not made online.

### 4. Compliance with Laws and Standards

All of our products shall comply with all applicable laws.

Compliance with relevant EN and IEC Standards is a priority in the design, manufacture and quality control of our products.

To fulfil our obligations OSRAM Ltd. has joined the Recolight Compliance Scheme  
[www.recolight.co.uk](http://www.recolight.co.uk).

All enquiries or questions relating to the collection, treatment, recovery and recycling of OSRAM branded products affected by the WEEE Directive in the UK should be directed to Recolight Ltd. at [info@recolight.co.uk](mailto:info@recolight.co.uk)

OSRAM strives to achieve the highest possible standards of customer service and to provide a co-ordinated product range.

## Contact Details

### OSRAM Customer Service Centres

Tel: 01925 649106

E-Mail: [support-DS@osram.com](mailto:support-DS@osram.com)

E-mail: [sp@osram.co.uk](mailto:sp@osram.co.uk)

**Print Name:**

**Signature:**

**Position in Company:**

**Date:**

**Company name\*:**

\*(Please include any trading name)