

Enviroglow Ltd – Warranty terms and periods.

Equipment Warranty Terms and periods

Enviroglow warrants each product (“Product”) against defects in material or workmanship for, in most cases, a period of five years from the date of purchase (unless otherwise stated; see list below). If this Product is determined to be defective, Enviroglow will repair or replace the product, at its discretion. This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of the Product. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply, or attempted repair by anyone than a facility authorized by Enviroglow to service the Product.

Repair or replacement as provided under this warranty is the exclusive remedy of the customer. Enviroglow shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this Product except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose on this Product is limited in duration to the duration of this limited warranty. You must provide proof of purchase in the form of a bill of sale or receipted invoice which is evidence that the Product is within the warranty period to obtain warranty service. Consumers have legal rights under applicable national legislation governing the sale of consumer goods.

Such rights are not affected by the warranties provision are outlined in this document.

Most energy saving technologies supplied and fitted by Enviroglow come with a repair or replacement warranty, the way it works is as follows:

In the extremely unlikely event that one of our products fails within the warranty period, there are two types of warranty dependent upon the product....

Lighting	Term of Warranty	*Type of Warranty
QD domed light	2-years	Freepost
QD LED Flat Panel	3-years	Freepost
LED 20w Angled Downlight	3-years	Freepost
LED 38w Angled Downlight	3-years	Freepost
LED 15w Wall washer	3-years	Freepost
LED 10w Angled Spot	3-years	Freepost
LED 6w Sendor Bulb	1-year	Freepost
LED Tube 600mm	3-years	Freepost
LED Tube 900mm	3-years	Freepost
LED Tube 1200mm	3-years	Freepost
LED Tube 1500mm	3-years	Freepost
LED Tube 1800mm	3-years	Freepost
Forecourt Induction Lighting	3-years	Engineer Site Visit
Forecourt LED 60w Lighting	3-years	Engineer Site Visit
Forecourt LED 82w Lighting	3-years	Engineer Site Visit
Sensors		
Ceiling mounted sensor	1-Year	Engineer Site Visit
Switch Light sensor	1-Year	Engineer Site Visit
Canopy light movement sensor	1-Year	Engineer Site Visit
Internal daylight sensor	1-Year	Engineer Site Visit
Refrigeration		
Bluewind – Low energy fan motor	2-years Parts Warranty Warranty void if damage caused by poor maintenance i.e. milk spillage etc.	Engineer Site Visit
13-amp digital timer plug	1-Year	Freepost
Remote refrigeration timer	1-Year	Engineer Site Visit
gCube – Fridge thermostat control	5-Years	Engineer Site Visit
Glowgas – low energy usage refrigerant	Warranty on leaks only Enviroglow equipment – 1-year Existing equipment – zero	Engineer Site Visit

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Chillscoop	5-Years	Freepost
Ephase power optimiser	5-Years	Engineer Site Visit
T-bars for suspended ceiling	5-Years	Freepost

Type of warranty

Freepost – First, report the failure to our customer support dept. Packaging will then be mailed out for you to return the product back to us. Once received, we will post back the repaired or replacement product within 1-3 days.

Engineer visit – First, report the failure to our customer support dept. We will endeavour to get an engineer to site for you within 48hrs (emergency) or within 7days. The engineer will always arrive with a replacement product, just in case the product cannot be repaired on site. In extreme emergencies we may contract a local engineer to repair the problem.

Example 1

All of our lighting systems are on a plug and play system, therefore it is safe and simple to remove a faulty product and return via post. Although in the interest of safety it is recommended that you have a qualified electrician to remove and replace.

Example 2

Ephase voltage optimiser is a wired in product and can only be removed and replaced by a qualified electrician. Therefore this would require us to attend site.

Important notes

It is the customer's responsibility to insure their premises against loss of stock and/or business. The Enviroglow Ltd; warranty does not cover loss or damage to stock, nor loss of profits due to business interruption, regardless of the reason.

LED Lighting – All warranties are only valid if the power supplying the light is optimised, via an accredited voltage optimiser unit.

Enviroglow are not responsible for any faults with or that occur due to any existing wiring or distribution boards.

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TERMS & CONDITIONS OF BUSINESS ("Conditions")

1. DEFINITIONS;

1.1. In these conditions the following definitions shall apply:

1.1.1. "Enviroglow" means Enviroglow Ltd of Station House, Adams Hill Knutsford, WA16 6DN

1.1.2. "Change in Specification" means an alteration by the Buyer in any of the following namely size, colour, style, design or configuration

1.1.3. "contract" means the contract made between ENVIROGLOW and the Buyer incorporating these Conditions

1.1.4. "Draw Down" an order by the Buyer for delivery by ENVIROGLOW of Goods held in Stock

1.1.5. "Goods" means the ENVIROGLOW products including Specials or other materials ordered by the Buyer

1.1.6. "Stock Draw Down Form" the order forming the form of the Schedule

1.1.7. "Quotation/Sales Order" means a written quotation or sales order provided by ENVIROGLOW to the Buyer and designated as such

1.1.8. "Specials" means those Goods designated as such by ENVIROGLOW on a Quotation or items not displayed on the ENVIROGLOW

1.1.9. "Stock" means the Goods of the type and quantity designated as such on the Quotation

1.1.10. "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland

1.1.11. "writing" Where there is a requirement of writing, this shall not be sufficiently constituted by any printed form.

2. TERMS OF CONTRACT;

2.1.1. A Quotation is given, sent or made on condition that ENVIROGLOW shall not in any way be bound by it unless ENVIROGLOW has stated that the Quotation shall be binding for a certain period and the Buyer has submitted an order within that period. All Quotations are made subject to these conditions.

2.1.2. All contracts between ENVIROGLOW and the Buyer for the sale or supply of Goods by ENVIROGLOW shall be on the terms of these Conditions. Where a Quotation has not been issued the Buyer may order Goods but no contract is formed until ENVIROGLOW has communicated acceptance of the order to the Buyer. No terms contained in any order form of the Buyer or other documents of the Buyer and no variation or departure from these Conditions and no other term, condition or warranty whatsoever which is not contained in these conditions shall have any force or effect whether as part of or as collateral to the contract unless expressly agreed to by ENVIROGLOW in writing signed by one of its Directors. For the avoidance of doubt it is ENVIROGLOW's order acknowledgement which is the Buyer's sole point of reference for all orders accepted & as such it is the Buyer's responsibility to check order acknowledgements meticulously to ensure that all instructions have been clearly understood.

2.1.3. The Buyer shall not assign the benefit of any contract of which these Conditions form a part without ENVIROGLOW's written consent.

2.1.4. ENVIROGLOW shall be entitled to sub-contract all or any part of any contract of which these Conditions form part.

2.1.5. If finance is being used a Sales Order only becomes valid as a contractual document when third party finance has been approved and witnessed by Enviroglow; this includes bank loans, lease purchase, grants, government funding etc.

3. WARRANTIES CONCERNING DESCRIPTION OF GOODS;

3.1.1. Except where ENVIROGLOW and the Buyer have otherwise expressly agreed in writing the sale shall not be by sample and samples submitted and descriptions, illustrations or forecasts in trade literature catalogues or brochures or otherwise howsoever shall be taken as showing type, class or general character only and not as importing terms or warranties as to substance, performance, colour, quality or dimension, and the failure to conform with such samples, descriptions or illustrations shall not constitute any breach of contract on the part of ENVIROGLOW.

4. PRICES;

4.1.1. Quotations are given and prices are agreed exclusive of carriage, insurance and Value Added tax and, in the case of sales where the Goods are to be delivered by ENVIROGLOW to the Buyer in a country outside the United Kingdom, of any similar indirect tax.

4.1.2. ENVIROGLOW shall be entitled to adjust the price at the date of invoice by such amount as may be necessary to cover any increase sustained by ENVIROGLOW after the date of quotation or contract in any direct or indirect cost of making, obtaining, handling or supplying the Goods or in labour, materials and other manufacturing costs, or, in the case of imported Goods or services due to exchange rate fluctuations.

4.1.3. Prices stated in a Quotation are based on prices applicable to the quantities specified. In the event of orders being placed for greater or lesser quantities ENVIROGLOW shall be entitled to adjust the price of the Goods as ordered to take account of any additional cost incurred by ENVIROGLOW through the variation in the quantity.

5. DELIVERY;

5.1.1. Unless otherwise expressly agreed in writing, delivery shall take place at the premises of ENVIROGLOW and ENVIROGLOW shall load the Goods on the vehicle provided by the Buyer.

5.1.2. Unless the contract provides to the contrary ENVIROGLOW may deliver by installments.

5.1.3. Where delivery is to be made by instalments each instalment shall be treated as a separate contract and delay, default or non-delivery in respect of one instalment on the part of ENVIROGLOW shall not entitle the Buyer to cancel the remainder of the contract.

5.1.4. The Buyer shall have no right to reject the Goods on the grounds of variation from the quantity ordered where the quantity delivered is that number of ENVIROGLOW's standard units of supply for those Goods which is closest to the quantity ordered.

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5.1.5. Failure by the Buyer to pay for any instalment or delivery when payment is due shall entitle ENVIROGLOW to withhold further deliveries.

5.1.6. If the Buyer fails to accept delivery of any Goods when tendered by ENVIROGLOW or in the event of any shipment or delivery being delayed at the Buyer's request or in the event of the Buyer failing to make any payment for any Goods when it is due the Buyer shall be liable to ENVIROGLOW for any additional or excess handling, storage or other charges whatsoever incurred by ENVIROGLOW in relation to the Goods or any other Goods delivery of which ENVIROGLOW is then entitled to withhold.

5.1.7. Unless otherwise expressly agreed in writing any completion or delivery date given by ENVIROGLOW is an estimate only made under current conditions, shall not be or become a term of the contract or any contract collateral thereto, is given without any legal commitment and ENVIROGLOW shall not be liable for any warranty or representation which may have been made in the course of negotiation in relation to a completion or delivery date and no times quoted, specified or agreed for delivery or for the performance of any other obligations of ENVIROGLOW shall be of the essence of the contract.

5.1.8. If the Buyer wishes to make any claim for damage, shortage or breakage then he must notify ENVIROGLOW and the carrier within 1 working day of receipt of the Goods.

ENVIROGLOW will require evidence of damage, shortage or breakage before a credit is issued. No Goods may be returned other than in accordance with ENVIROGLOW's returns procedure set out below.

5.1.9. Unless otherwise agreed in writing, packages and wrappers will be free and are non-returnable.

6. PAYMENT;

6.1.1. Goods will be invoiced when they are ready for collection or despatch.

6.1.2. Unless otherwise expressly agreed in writing, payment terms are cash or cleared funds with order. The Buyer should allow time for cheques to clear.

6.1.3. Where credit terms are agreed in writing by ENVIROGLOW and the Buyer if the Buyer shall fail to pay any amount when it is due or if the Buyer shall fail or refuse to accept delivery of any Goods or give delivery instruction in relation thereto when they are ready for collection or despatch or in the event of the death, incapacity, bankruptcy or insolvency of the Buyer or if the Buyer is a limited company in the event of liquidation or the appointment of a Receiver or the calling of a meeting for the purpose of considering a winding up resolution, then the purchase price of all Goods invoiced or despatched by ENVIROGLOW shall become forthwith due and payable by the Buyer and ENVIROGLOW shall be entitled to treat as cancelled any contract made between ENVIROGLOW and the Buyer or at ENVIROGLOW's option to suspend or continue the delivery of Goods under the contract without prejudice to any other rights of ENVIROGLOW. ENVIROGLOW reserves the right to require that a deposit be paid at any time before delivery notwithstanding the granting of credit terms.

6.1.4. Interest shall accrue on all sums due and outstanding at the rate of 8% above the current Barclays Bank PLC base rate from time to time from the due date of payment and shall continue to accrue notwithstanding the commencement of any legal process or the obtaining of any judgment. Interest shall be paid immediately on demand.

6.1.5. The Buyer shall not be entitled by reason of any dispute relating to the Goods under this or any other contract to withhold payment of any amount which is due to ENVIROGLOW or to set off any such amount or payment or to make any counterclaim whether liquidated or un-liquidated for any sum or sums for which ENVIROGLOW does not admit liability.

6.1.6. ENVIROGLOW reserves the right to refuse to execute any order or contract if the arrangements for payment or the credit of the Buyer appear to be or become unsatisfactory.

6.1.7. The Buyer shall on demand reimburse to ENVIROGLOW all fees and disbursements incurred by ENVIROGLOW's solicitors or other agents with regard to the recovery of any sums due and outstanding

6.1.8. In the event that payment is made by credit card, ENVIROGLOW reserves the right to levy a charge of 3% of the full transaction value including VAT.

7. TRANSFER OF RISK;

7.1.1. The risk in the Goods shall pass to the Buyer on delivery.

8. RETENTION OF TITLE;

8.1.1. The property in the Goods supplied shall not pass to the Buyer until ENVIROGLOW has received full payment in cash or cleared funds for those Goods and all other Goods agreed to be sold by ENVIROGLOW to the Buyer for which payment is then due.

8.1.2. Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the Goods as ENVIROGLOW's fiduciary agent and Bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as ENVIROGLOW's property. Until that time the Buyer may resell or use the Goods in the ordinary course of its business but shall account to ENVIROGLOW for the proceeds of sale or otherwise of the Goods whether tangible or intangible (including insurance proceeds) and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties.

8.1.3. If the Buyer defaults in the punctual payment of any sum due to ENVIROGLOW (whether under the contract under which the Goods were supplied or otherwise), or

8.1.4. (Where the Buyer is an individual) a petition is presented for a bankruptcy order against him or an interim receiver of his property is appointed, or

8.1.5. (Where the Buyer is a company) a petition is presented or a resolution is passed for the winding up of the Buyer or the Buyer has a receiver administrative receiver or administrator appointed;

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8.1.6. Then (subject to the leave of the Court where it is required) ENVIROGLOW may immediately repossess any Goods supplied which remain ENVIROGLOW's property and the Buyer shall cease to be in possession of such Goods with ENVIROGLOW's consent and shall do all things necessary and within its power to restore such Goods to the possession of ENVIROGLOW and ENVIROGLOW may for the purpose of retaking possession of such Goods enter upon any premises of the Buyer and unfix or detach such Goods from any other Goods or objects to which they may be attached.

8.1.7. The Buyer shall not pledge or allow any lien or charge to arise over the Goods or any documents of title to them

8.1.8. Nothing in this Clause 8 shall confer on the Buyer any right to return Goods supplied by ENVIROGLOW or to refuse or delay payment for them or be construed so as to create any privity of contract between ENVIROGLOW and any other person other than the Buyer.

9. INTELLECTUAL PROPERTY RIGHTS;

9.1.1. The policy of ENVIROGLOW is one of continuous technical improvement and ENVIROGLOW therefore reserves the right from time to time to review, modify or vary the technical specifications and designs of any Goods provided that the quality and finish of the Goods as delivered shall be at least equal to that of the Goods contracted for.

9.1.2. All technical data, drawings, reports, documents and information whatsoever which ENVIROGLOW submits to the Buyer in connection with the contract (and the copyright and all other intellectual property rights therein) shall remain ENVIROGLOW's property and must not be copied or shown to any third party without ENVIROGLOW's express consent being obtained in advance and in any event upon the condition of a similar condition being imposed upon any third party.

9.1.3. So far as ENVIROGLOW is aware no Goods supplied by it infringe any existing patent or design or any other industrial or intellectual property rights but no warranty express or implied is given in respect of such infringement of patents or other industrial or intellectual property rights by the use or sale of the Goods supplied hereunder. The Buyer shall notify ENVIROGLOW immediately and ENVIROGLOW may at its entire discretion and at its own expense conduct through its own lawyers and experts all negotiations and settlement of the sale or any litigation that may arise there from. The Buyer shall not make any admission or in any way compromise the defence of any such claim without the prior written authority of ENVIROGLOW.

10. NON-DELIVERY;

10.1.1. If ENVIROGLOW is prevented, hindered or delayed in making delivery of any Goods by reason of Act of God, war, hostilities, civil disturbance, governmental restrictions or regulations of any kind, strikes or industrial disputes, force majeure or any other causes of whatsoever nature beyond ENVIROGLOW's reasonable control ENVIROGLOW may give notice in writing to the Buyer either:

10.1.2. Cancelling ENVIROGLOW's outstanding obligations to deliver Goods under the contract and in which case ENVIROGLOW shall be deemed not to be in breach of contract and in no event shall ENVIROGLOW be liable for any loss or damage whatsoever arising out of such cancellation; or;

10.1.3. Extending the time of delivery of the Goods outstanding under the contract by such a period as is reasonable having regard to all the circumstances of the case and as may be agreed in writing between the parties (and ENVIROGLOW shall be deemed not to be in breach of contract) provided however that if at the end of such extended delivery it is still not possible to make delivery then again ENVIROGLOW may give notice in writing to the Buyer cancelling ENVIROGLOW's outstanding obligations to deliver Goods under the contract (and ENVIROGLOW shall be deemed not to be in breach of contract) and in which case in no event shall ENVIROGLOW be liable for any loss or damage whatsoever arising out of such cancellation.

10.1.4. If ENVIROGLOW shall give a notice under Clause 10.1.1. ii. The time for delivery shall be extended accordingly and ENVIROGLOW shall be deemed not to be in breach of contract provided that the Buyer may within 7 days of the receipt of such notice serve on ENVIROGLOW a counter notice electing to treat any future performance of the contract as cancelled in which event the obligations to make or to accept and pay for any further deliveries of Goods shall be treated as avoided by mutual consent and neither party shall be liable in damages or otherwise in respect thereof.

10.1.5. If ENVIROGLOW is prevented hindered or delayed from making delivery of any Goods or performing any services by reason of delay on the part of the Buyer in providing information to ENVIROGLOW in order to enable ENVIROGLOW to complete its obligations then in no event shall ENVIROGLOW be liable for any loss or damage whatsoever arising out of such prevention, hindrance or delay.

10.1.6. Subject to the provisions of Clause 5.1.6. if ENVIROGLOW shall fail to make due delivery or shall make later or short delivery of the Goods or any part thereof for any cause not set out in Clause 10.1.1. Or 10.1.3. The liability of ENVIROGLOW to the Buyer for damages in respect of any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum which equals twice the price of that part of the Goods in respect of which default is made

10.1.7. The foregoing provisions of this Clause are without prejudice to the rights of ENVIROGLOW to recover the price of any Goods that have already been invoiced to the Buyer or the risk in which has passed to the Buyer.

11. WARRANTY AND EXCLUSION OF LIABILITY;

11.1.1. ENVIROGLOW will within ENVIROGLOW's absolute discretion repair or replace or refund the purchase price of any Goods that ENVIROGLOW shall be satisfied were defective in material or workmanship at the time of delivery provided that notice in writing has been given to ENVIROGLOW of such defect within 7 days of the date of the discovery thereof and provided that the Goods have been properly and safely stored and if installed or fitted then installed or fitted in accordance with good practice and any instructions provided by ENVIROGLOW and thereafter properly used and maintained.

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11.1.2. ENVIROGLOW shall be under no liability in respect of any defect to the extent that it is or arises from:

11.1.3. Fair wear and tear

11.1.4. Corrosion or rust

11.1.5. Scratching of painted or polished surfaces

11.1.6. Breakage or dents to the Goods

11.1.7. The subjection of the Goods to unusual physical stress

11.1.8. Any failure of environmental controls

11.1.9. Neglect or misuse of the Goods

11.1.10. Transportation or relocation of the Goods not performed by or on behalf of ENVIROGLOW.

11.1.11. Any modification, adjustment or repair to the Goods made by someone other than a person authorised by ENVIROGLOW.

11.1.12. Failure to properly and regularly maintain or use the Goods or to follow any instruction or recommendation of ENVIROGLOW including any contained in a user manual and (without limiting the foregoing) subject to reasonable and regular inspection of the Goods by the Buyer.

11.1.13. ENVIROGLOW will not under any circumstances be liable to the Buyer for:

11.1.14. Damage to property other than the Goods;

11.1.15. Loss of profits;

11.1.16. Consequential or indirect loss.

11.1.17. The Buyer will be taken to have satisfied itself as to the suitability of the Goods for the purpose which the Buyer requires them and no warranty, term or condition as to the suitability for any purpose of any Goods shall form part of the contract or have any force or effect as collateral thereto and any other terms or warranties that might otherwise arise by statute or by implication of law are hereby expressly excluded to the fullest extent permitted by law.

11.1.18. Insofar as ENVIROGLOW may have the benefit of any guarantee or warranty given by any manufacturer of the Goods or other third party ENVIROGLOW will at the request of the Buyer use all reasonable efforts to ensure that insofar as may be practicable the benefit of such guarantee or warranty ensures to the Buyer.

11.1.19. Where any Goods are delivered that do not comply with the contract the Buyer shall prior to making any claim for damages or compensation against ENVIROGLOW afford

ENVIROGLOW a reasonable time and opportunity to act in accordance with Clause 11.1 .1. and ENVIROGLOW shall in any event not be liable to the Buyer for any loss or waste of storage, warehousing, shipping, processing, manufacturing or other space or facility or labour time or effort expended of any like nature.

11.1.20. No Goods may be returned other than in accordance with ENVIROGLOW's returns procedure set out below.

11.1.21 It is the customer's responsibility to insure their premises against loss of stock and/or business. The Enviroglow Ltd warranty does not cover loss or damage to stock, nor loss of profits dues to business interruption, regardless of the reason.

12. GENERAL LIMITATION OF LIABILITY;

12.1.1. Without prejudice to the operation of any other terms, conditions or warranties herein contained where any Goods are delivered that do not comply with the contract any liability of ENVIROGLOW to the Buyer for any loss or expense of whatsoever nature thereby occasioned shall be limited to and shall not exceed a sum equal to twice the contract price of that part of the Goods in respect of which the default has been made.

12.1.2. ENVIROGLOW gives no assurance whatsoever that Goods not manufactured by ENVIROGLOW or any holding or subsidiary company of ENVIROGLOW as those terms are defined in Section 736 of the Companies Act 1985 will not infringe the patent, copyright or other industrial property rights of any other person, firm or company.

12.1.3. Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law

12.1.4. ENVIROGLOW seeks to limit or exclude its liability in respect of death or personal injury arising from its negligence or in respect of loss to the Buyer arising from fraud only to the extent permitted by law.

13. CANCELLATION OF ORDERS;

13.1.1. Once an order has been accepted it cannot be cancelled save in the sole discretion of ENVIROGLOW and subject to ENVIROGLOW being indemnified against all charges or expenses incurred in relation to the order and any losses including loss of profit which may be occasioned by such cancellation.

13.1.2. Please note that cancellations of orders for specials, or what ENVIROGLOW deem to be, at ENVIROGLOW's sole discretion, high quantities of items shown on ENVIROGLOW's price list cannot be made & the BUYER will be liable for the full value of the order including all costs and charges.

14. INFORMATION PROVIDED BY SELLER;

14.1.1. Any drawing or details of quantities or other information supplied by ENVIROGLOW to the Buyer shall be treated as approximate only and subject to verification by the Buyer and in the event of any alteration, modification or amendment after the quotation ENVIROGLOW reserves the right to alter modify or amend its quotation accordingly.

15. INVALID TERMS;

15.1.1. Insofar as it may appear to any court arbitrator or tribunal that any term of these Conditions which seeks to impose any restriction or limitation of liability on the part of ENVIROGLOW to any specified sum or percentage of the price of the Goods and to which the Unfair Contract Terms Act 1977 applies does not satisfy the requirement of reasonableness, such

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restriction shall not be disregarded or treated as null and void or as having no application but shall be construed as if there were substituted therein such greater minimum specified sum or percentage of the price of the Goods as would in the opinion of the court arbitrator or tribunal be reasonable and shall be given effect accordingly

15.1.2. Subject to Clause 15.1 .1. If it appears to any court arbitrator or tribunal that any term of these Conditions is invalid or unenforceable as a result of the application of any rule of law or construction, such terms shall be deemed to have been deleted from the document which shall be construed accordingly.

16. EXPORT TERMS;

16.1.1. In this condition "Incoterms" means Incoterms 2000 being the official rules for the interpretation of trade terms published by the International Chamber of Commerce in Paris. Unless the context otherwise requires any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this condition.

16.1.2. Where the Goods are supplied for export from the United Kingdom the provisions of this Clause 16 shall (subject to any special terms agreed in writing between the Buyer and ENVIROGLOW) apply notwithstanding any other of these Conditions.

16.1.3. Unless otherwise agreed in writing between the Buyer and ENVIROGLOW the Goods shall be delivered Free Carrier ENVIROGLOW's premises in Knutsford as provided in Incoterms.

16.1.4. The Buyer shall be responsible for arranging for testing and inspection of the Goods at ENVIROGLOW's premises before shipment. ENVIROGLOW shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.

16.1.5. The Buyer shall be solely responsible for obtaining all necessary import authorisations the payment of any applicable import taxes imposts or duties and ENVIROGLOW shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

16.1.6. Payment of all amounts due to ENVIROGLOW shall be made by irrevocable letter of credit opened by the Buyer in favour of ENVIROGLOW and confirmed by a bank acceptable to ENVIROGLOW or if ENVIROGLOW has agreed in writing on or before acceptance of the Buyer's order to waive this requirement by acceptance by the Buyer and delivery to ENVIROGLOW of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of ENVIROGLOW at such branch of Barclays Bank in England as may be specified in the bill of exchange.

17. GENERAL;

17.1.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

17.1.2. No waiver by ENVIROGLOW of any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.1.3. The contract shall be governed by the laws of England and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts

18. RETURN S PROCEDURE;

18.1.1. ENVIROGLOW will not normally allow the Buyer to return any Goods which are surplus to the Buyer's requirements. At ENVIROGLOW's discretion, ENVIROGLOW may allow the Buyer to return Goods if they are in re-saleable pack quantities and still in their original packaging.

18.1.2. Please note that in no circumstances are Specials returnable.

18.1.3. If ENVIROGLOW allows the Buyer to return any Goods, it will be on terms which include a handling charge of 20% of the net invoice price at which the Buyer bought the Goods, and ENVIROGLOW will at ENVIROGLOW's option invoice the Buyer for the handling charge or debit the Buyer's account.

18.1.4. In the event that the buyer makes a warranty claim under clause 11.1 .1. ENVIROGLOW may at its option ask the buyer to return to ENVIROGLOW goods which the buyer thinks are defective. Or issue an appropriate credit note

18.1.5. If the Buyer wishes to return Goods the Buyer and provided the Buyer has complied with the terms of this clause

18.1.5 ENVIROGLOW will issue an appropriate credit note.

18.1.6. Goods received notes are required to be signed by the Buyer's representative in all cases. When goods are signed for as, "received in good condition," credit notes will not be issued for subsequent damage.

19. The Buyer must first contact ENVIROGLOW Customer Service on 0844 33 00 321 giving the Buyer's reason for the proposed return and obtaining a returned Goods no.

20. Goods for which ENVIROGLOW agree to be returned must be returned to ENVIROGLOW within 7 days of contacting ENVIROGLOW Customer Service.

21. All Goods returned must be packed in their original packages and wrappers, to prevent damage.

22. Returns will be at the Buyer's risk until received by ENVIROGLOW.

23. The Buyer must return the Goods to ENVIROGLOW carriage paid.

24. DRAWDOWN STOCK;

24.1.1. Where ENVIROGLOW agrees in writing to hold stock specifically for the Customer;

24.1.2. ENVIROGLOW agrees to hold the Stock shown on the Quotation and the Buyer agrees from time to time to draw down Goods from the Stock.

24.1.3. Where ENVIROGLOW has agreed to hold Stock the contract between the parties shall be a continuing one and shall not end by virtue of delivery of any particular Goods.

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24.1.4. The Buyer shall draw down Goods by placing an order or by completing a Stock Draw Down Form and sending or delivering it by fax, post, email or verbally to the Buyer.

24.1.5. ENVIROGLOW agrees:

25. To hold the Stock at ENVIROGLOW's risk and available for delivery;

26. To deliver available Stock within 14 days of receipt of the Stock Draw Down Form.

26.1.1. Where there has been Draw Down ENVIROGLOW agrees to maintain the Stock at any pre-agreed minimum Stock level by replacing as soon as reasonably practicable those Goods subject to the Draw Down

26.1.2. ENVIROGLOW may invoice the Buyer for all Goods in the Stock held for more than 6 months. In such case ENVIROGLOW shall raise an invoice payable by the Buyer in 14 days.

26.1.3. The Buyer shall pay ENVIROGLOW for Goods held in Stock which are rendered obsolete by the Buyer making a Change in Specification. In such a case SURE shall render an invoice which shall be payable within 14 days. ENVIROGLOW shall be the sole arbiter of whether Goods have been rendered obsolete by a Change in Specification. ENVIROGLOW will use its reasonable endeavours to sell obsolete stock to a third party, but is under no legal obligation to do so.

26.1.4. Once Goods held in Stock have been invoiced to the Buyer; ENVIROGLOW reserves the right, at ENVIROGLOW's sole discretion, to dispose of the Goods, as ENVIROGLOW sees fit with all charges incurred charged to the Buyer. Should the Buyer wish ENVIROGLOW to continue to hold the Goods in Stock; ENVIROGLOW reserves the right to levy charges for transport to a third party storage facility & for storage at a minimum rate of £5 per pallet per week.

27.1.1. Either party shall be entitled to terminate any agreement made in writing under clause 24.1:

27.1.2. By giving the other party one month's written notice of termination;

27.1.3. Forthwith by giving the other party written notice if that other party commits any continuing or material breach of any of the provisions of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

27.1.4. Forthwith by written notice if that other party ceases, or threatens to cease, to carry on business

28.1.1. Where either ENVIROGLOW or the Buyer have given notice to terminate under clause 27 above

29. in the case of termination by one month's notice under clause 27.1.2. ENVIROGLOW agrees to perform any order for Draw Down in existence but not completed and the Buyer will pay for the Goods subject to any such order in accordance with the terms herein and will pay for the Stock in full by the expiry of the notice period;

30. In all other cases the Buyer will pay for the Stock in full within 14 days from the date of termination and the provisions of clauses 5 and 6 shall apply. In order to achieve energy savings predicted overall light levels may appear less. in savings forecast.

31.1.1. Stopping the electrician mid install and preventing him from completing such may incur the additional costs of a further shop visit. Savings produced from energy saving calculator are approximate and effected by numerous factors. The number of existing fittings included within energy calculator are based on all fittings being in working order.

31.1.2. In order to install of Gcube and fans areas of the chiller cabinets will need to be emptied. This stock removal and replacement will need to be carried out by shop owner/ staff. Enviroglow can organise this work at an additional cost.

31.1.3. Disposal of all existing fittings will be the responsibility of the franchisee. Enviroglow can organise disposal of fittings at an additional cost.

31.1.4. Enviroglow will supply additional ceiling tiles where the areas of light fittings are reduced by the install. Depending on the style / age of the existing tiles they may not be an exact match. Enviroglow will not be responsible for replacing existing damaged, stained or broken tiles.

31.1.5. Should an electrical fault occur after the install which relates to the install such will be resolved by our electrician. However if unrelated to the install the cost of the visit will be invoiced to the shop owner.

31.1.6. During the install if the electrician discovers a fault within the existing installation he will bring it to the attention of the shop owner/staff. If the fault poses an electrical danger he is duty bound under the regulations to make it safe. The cost of this work will be the responsibility of the shop owner.

31.1.7. During the install of the Ephase additional cost may be incurred depending on the condition and type of existing distribution board.

31.1.8. Projected savings cannot be guaranteed as medium to large weather fluctuations can alter equipment efficiency on refrigeration and air conditioning therefore real savings will only be seen on a full year on year comparison.

32. A signed sales order from the customer must be received by Enviroglow prior to any commencement of work at the site. A confirmation email from the customer will be accepted by Enviroglow in place of the hard copy of a sales order.

32.1. The customer accepts that if they send a confirmation email in place of a signed sales order, it is legally binding to process the order.

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The Green Deal Guarantee

Option 1 – Enviroglow Ltd. will remove ‘The energy pack’ in its entirety, & reinstall the old equipment to its original trading state at no cost to the customer. If applicable, refunding in full any deposit payments paid towards the initial installation costs. This option is not available when the install is funded by the Carbon Trust.

Using option 1, the following must be adhered to:

- Installation consists of all elements recommended by the Enviroglow project manager.
- Installation is carried out by Enviroglow Engineers.
- All removed existing equipment must be stored at the customers’ premises.
- It is the full responsibility of the customer to keep the removed existing equipment in good working order.
- Mechanical failure of any removed existing equipment is not the responsibility of Enviroglow Ltd.
- iTrack must be installed for pre-monitoring requirements at least 1-month prior to installation, or if this is not possible, the customer must supply Enviroglow Ltd with at least 6-months (non-estimated) electricity invoices.
- The customer is required to provide weekly meter readings after the install for at least 3 months and when required thereafter. Failure to do so may result in the Green Guarantee Deal being withdrawn.

Option 2 – Enviroglow Ltd. will refund any shortfall in the cost of your monthly savings vs. payback for the whole payback term [Insert - 3-years minimum].

For example: *If the cost of the install repayment over the term is £300 per month, and in the unlikely event that the utility saving is only £250 per month; Enviroglow will refund the customer the difference of £600 at the end of each completed 12-months period – All quoted figures exclude VAT.*

Using option 2, the following must be adhered to:

- Installation consists of all elements recommended by the Enviroglow project manager.
- Installation is carried out by Enviroglow Engineers.
- Energy costs per unit remain static, any increase will be retrospectively calculated back into the saving vs. payback
- The customer does not increase current energy used by way of installing of additional equipment
- All existing electrical equipment runs on the same basis as per prior to installation and the settings agreed for the iTrack control system.
- iTrack monitoring control system must be in place.
- Savings calculated are based upon the stores present opening hours.
- In the event of a claim, the customer provides Enviroglow Ltd. with all electricity bills (non-estimated) for the period in question, and the full 12-month period prior to installation of the Energy Pack.
- The customer is required to provide weekly meter readings after the install for at least 3 months and when required thereafter. Failure to do so may result in the Green Guarantee Deal being withdrawn.

Either of the above options must be requested in writing within 1-week from the end of the trial period to Mark Crabtree (MD Enviroglow Ltd)