

Quotation



Lavigne Lonsdale

22 Lemon Street
TRUROTR1 2LS
United Kingdom

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iGuzzini Illuminazione UK LTD

Astolat Business Park, Astolat Way,
Off Old Portsmouth Road
GU3 1NE Guildford, United Kingdom
P: +44 (0)1483 468 000
F: +44 (0)1483 468 001

Quote N°: Uk133822-00157 of 09/11/2022

Project: The Green Public WC

Account Manager: Daniel Corsi daniel.corsi@iguzzini.com

Dear Sirs,

Thank you for giving us the opportunity to quote for this project, please find attached your iGuzzini quotation for the luminaires requested. If ordering any dimmable luminaires, please check compatibility of the system by consulting the supplier of the dimming controllers and the installer. It is also your responsibility to verify that the protocol of the fixture quoted is in line with the control device being used, for example DALI, DMX, Main Dim etc. We hope you find our quotation satisfactory and any subsequent order arising from it is subject to our standard trading terms. You can find these terms at the end of this quotation. All prices are listed net of VAT and include the WEEE Directive Levy surcharge. Quotations are valid for 90 days. Please ensure that this quotation number is included on all documentation relating to the project.

We trust you find this all-in order, however if you require any further information do not hesitate to contact us on 01483468000, or via our website www.iguzzini.co.uk where you can find out more about iGuzzini or obtain downloadable datasheets.

Code	Product Description	Qty	Net Value	Total
3.BV29.715.0	iRound Ceiling-mounted recessed luminaire with IP66 protection rating, small body, Warm White COB Leds, fixed Flood Optic 11W 1800lm - 3000K - Colour: Grey	19	241.41	4,586.79
3-BV29.715.E	iRound 65 Ceiling-mounted recessed luminaire with IP66 protection rating, small body, Warm White COB Leds, fixed Flood Optic 12W 1650lm - 3000K Grey C/W 3Hour IP Rated Emergency Pack	6	450.18	2,701.08
Carraige	Delivery Charge	1	420.00	420.00
Total Value (ex VAT)				£ 7,707.87



Quotations are valid for 90 days.

Prices are only valid if the products shown in this quotation are ordered in their entirety. This quotation, and any subsequent order arising from this quotation, is subject to our standard trading terms and conditions, which supersedes all others. If the above quote includes columns it is the responsibility of the contractor onsite to unload them at no cost to iGuzzini. Unless a dedicated delivery price has been quoted and ordered we are unable to provide an accurate delivery date. All special products (including dimmable luminaires) are non-returnable and the receipt of an order will confirm that the client has accepted that the details of the items offered are in accordance with their requirements. All articles and quantities are to be verified by the contractor as per our conditions of sale. Please note that the above quotation includes delivery to U.K mainland. Should a dedicated delivery be required please contact the sales office for a quotation.

All prices listed above for UK deliveries are subject to the current VAT rate.

Please ensure that this quotation number is included on all documentation relating to the project.

All prices quoted include the WEEE Directive Levy surcharge.

Find out more about iGuzzini at; www.iguzzini.co.uk

Definitions "The Company" shall mean iGuzzini Illuminazione UK Ltd; "The Buyer" shall mean the person, firm or body corporate, which buys or agrees to buy the goods; "The Goods" shall mean any goods, services or materials sold or delivered by the Company to the Buyer the sale or delivery of which in any way arises herefrom; Any expressions set out on the face hereof as to specification shall be read in accordance with any relevant applicable British Standards in force at the date hereof or as otherwise stated.

Condition of Sale

GENERAL: All quotations are made and orders accepted and executed on the understanding that the Buyer is bound by these Conditions of Sale. The present document represents the Agreement between IGUZZINI the Company and the Buyer in its entirety and supersedes any prior understanding or agreement (verbal, written or otherwise) between the parties. No alteration or purported alteration of the General Terms hereof shall be of any effect unless confirmed separately by the Company in writing. The Buyer agrees and acknowledges that no representations promises undertakings or implications have been made to it prior hereto nor has it relied on any such and that the General Terms hereof embody the entire agreement and understanding between the parties hereto

WARRANTIES: The Company's products are free from manufacturing and/or material defects, provided they are used in compliance with their intended use, for a period of five years from the invoice date. Any Products that develop faults within the five-year warranty period and are not caused by the negligence of the Customer or altered and/or modified by the Customer will be repaired or replaced at iGuzzini's discretion. This Warranty is the sole and exclusive form of guarantee provided by iGuzzini to the Customer regarding its Products and expressly exempts any other explicit and/or implicit right of warranty the Customer may be legally entitled to. The Customer therefore waives this right in the widest interpretation of the law. Please note that this Warranty does not cover a: product defects caused by unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (including electric shocks, lightning) that cannot be ascribed to a defective Product manufacturing process This Warranty shall only be valid provided that: (i) the Buyer has used the Product in compliance with the Product specifications; (ii) any maintenance carried out on the Product is performed only by specialised technical staff in compliance with the instructions accompanying the Product, and that all modifications/repairs are performed on the Product only following written authorisation and in compliance with the accompanying instructions; (iii) any defective Product is stored by the Buyer in its state as is (including the light source) for the time required by iGuzzini to carry out the necessary checks on the defects/faults claimed; (iv) the Customer provides iGuzzini with a description and proof of the defect in writing within thirty (30) days from its discovery subject to forfeiture. Please note that this Warranty does not cover (i) any extra costs resulting from the work required to repair the defect (e.g. the costs incurred to assemble/disassemble the Product or transport the defective/repaired/new Product as well as the expenses incurred for disposal, daily allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the Customer; (ii) any parts subject to wear and tear, (such as light sources - LEDs excluded), batteries, mechanical parts subject to wear and tear, fans used for active heat dissipation in products with LED sources; as well as software defects, bugs or viruses; (iii) products sold by iGuzzini under the brand of a different manufacturer. In case a product is deemed to be faulty by the Buyer it is possible to arrange a site visit for inspection according to the Company's engineer's availability and site location at the Company's discretion. The site visit is always chargeable and credited if after full inspection of the product it is confirmed to be faulty. Full warranty conditions can be found on the Company's website <https://www.iguzzini.com/>

PRICES: Quotation prices are valid for 90 days. Unless otherwise agreed in writing all orders are executed subject to prices ruling at the date of despatch. Trade list prices may be withdrawn or amended at any time. All prices are subject to the addition of Value Added Tax at the appropriate rate ruling on the relevant tax point. Prices will also be subject to the addition of any other statutory additions, charges and taxes yet to be introduced. Where a price has been quoted and the Buyer requires a smaller quantity of units to actually be delivered than those quoted for, the Company reserves the right to adjust the unit price accordingly or add a service fee for Custom Products.

PAYMENT TERMS: Any contract shall be subject to the Company being satisfied as to the Buyer's credit references. Where a new account is opened a Bank and two trade references are required. If a credit account is authorized payment of the Company's invoices is due at the end of the month following the month in which the invoice is submitted. If a credit account is not authorized a proforma invoice will be raised and it is payable in full prior to production commencing. The Company will exercise its rights to interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) of 1998 on any overdue invoices. On any invoice where there is a query the Company require written notification within 5 working days of the invoice date to allow the Company to resolve same to allow payment to terms. The Company will not accept any debit notes raised. If payment is not made in full in accordance with agreed terms the Company may without prejudice to any rights the Company may have under this or any other Contract with the Buyer for the time being in force refuse to supply or further supply the Goods or any part hereof and/or cancel any existing contract with the Buyer.

RETENTION OF TITLE: Goods are uniquely identifiable and title to goods shall not pass to the Buyer until payment has been made of the full contract price and in case of non-payment the Company shall be entitled to repossess or trace the goods or the Proceeds of sale in the Buyer's hands or in the hands of any liquidator or receiver. Part payment on account does not transfer ownership. The Company shall have the right to discontinue delivery and the discretion to determine any contract, if the customer defaults in payment. Notwithstanding delivery the title to the goods supplied shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the goods and of any other goods supplied by the Company to the Buyer the price of which has not then been paid even if the credit period applicable for such goods has not expired. Notwithstanding that title has not passed to the Buyer the Company shall be entitled to the price and may sue for it.

LEAD TIME: Any times quoted for despatches are given and intended as estimates only and the Company shall not be liable for any loss for failure to deliver or despatch within these times. In all cases, whether a time for despatch has been quoted or not the time for despatch will be extended by a reasonable period having regard to all circumstances if delay in despatch is caused by instructions or lack of instructions or other necessary particulars from the Buyer or by industrial dispute or by any cause whatsoever beyond the Company's reasonable control.

PACKING, DELIVERY AND CARRIAGE: Carriage is chargeable on all orders. The carriage charge will be displayed on project quotations. The Company cannot guarantee that the delivery will be signed for by your Company's Personnel. Under no circumstances can the Company accept liability for alleged non-delivery if a third party signature has been obtained on site. All orders are intended as despatched with overnight services for delivery between 9am and 6pm to UK mainland only, as early as possible. The Company reserves the right to make delivery by instalments and to raise a separate invoice in respect of each instalment. Any special services such as but not limited to: delivery to site, delivery to airports air side, delivery slot booking, vehicle compliance with specific standards (i.e. FORS etc.), same day services, specific time delivery, AM delivery, specific vehicle's feature (i.e. Hiab, tail lift, tail edge protection etc.), deliveries to Channel Islands and Northern Ireland are always chargeable and need to be quoted separately and confirmed in writing by the Company. Column delivery is always chargeable and needs to be quoted separately, columns are intended as offloaded from the vehicle by the Buyer at no extra costs, if a specific vehicle with offloading facilities is required it needs to be quoted separately and confirmed in writing by the Company. If goods are required as "call off" or according to a delivery schedule, such a delivery schedule needs to be communicated on the purchase order and not later, the deliveries after the first become chargeable and need to be quoted separately. If a delivery schedule is not received with the purchase order the order will be despatched as early as possible.

Any order received without a delivery address will not be processed until a delivery address is confirmed in writing from the Buyer to the Company. If the Company does not receive forwarding instructions sufficient to enable it to despatch the Goods within fourteen days after notification that the Goods are ready, the ownership and the physical responsibility shall pass to the Buyer (including for loss or damage caused by the Company's negligence) and the Buyer shall thereupon take delivery or arrange for storage. If the Buyer does not take delivery or arrange for storage, the Company shall be entitled to invoice the Buyer and be paid for the Goods as though the Goods had been duly delivered in accordance with the Contract and the Company may arrange storage either at the Company's own works or elsewhere on the Buyer's behalf and all charges incurred by the Company as a result of such delay including storage and insurance, shall be payable by the Buyer. Any international delivery needs to be quoted separately.

LOSS OR DAMAGE IN TRANSIT: The Buyer shall inspect the goods immediately upon delivery. The goods shall be deemed to have been delivered in accordance with the delivery note undamaged, in good order, repair and condition without any shortage and to the Buyer's satisfaction unless the Company receives written notice to the contrary within 3 days. In the event of the Company not receiving such written notice within the aforesaid time limits the Company shall be under no liability to the Customer whatsoever.

RISK, CANCELLATION AND RETURNS: The risk in all goods passes to the Buyer upon delivery or, if earlier, upon notification to the Buyer that they are ready for collection or delivery. All products are manufactured to orders and therefore cancellations are not accepted. All Returns will be made at the discretion of the Company, and subject to a handling fee up to 100% for Custom Products and discontinued items. All requests for Returns must be made in writing. No goods will be accepted without an official Returns Authorisation Number and Goods Return Label corresponding to all authorised goods. These will be issued by the Company when authorisation has been agreed. All collections made by the Company's transport may be subject to an administration fee of £15.00 and collections requiring special transport i.e. carrier service will be charged at cost. Authorisation for returns will only be issued if full details are made available i.e. invoice number and date, reason for return, collection details, contact name, telephone number, full address and date available. Where faulty goods are to be returned, full information is required i.e. not starting up, noisy, flickering or damage to bodywork. Goods returned as faulty will be repaired and returned to the Buyer unless replacements have already been despatched. All replacements will be charged at full cost and credit will be raised when goods have been inspected by Quality Control. Goods returned as faulty which are proven to have been correctly manufactured may be returned to the Buyer. Returns Authorisation/Returns notes will expire 28 days from date of issue. Goods received after this date will no longer be accepted. In all instances credit will only be given on Goods returned in their opened original packaging and in resalable condition and at the discretion of the Company.

VARIATIONS: The Company shall be under no obligation to alter or vary any part of the Contract or any work connected therewith. Any alteration to or amendment or other variation of the specification, including any increase or decrease in the quantity of the Goods or any alteration to any drawing or to the quality performance, weight or measurements of any Goods or any alteration or variation of advised delivery schedules, shall, if requested by the Buyer, be subject to the agreement of the Company with such alteration or addition to the price and to delivery dates or schedules as may be required by the Company and shall not be binding upon the Company unless and until accepted by the Company in writing. In the event of any variation or suspension of the work at the Buyer's instructions or lack of instructions, the Company shall be entitled to adjust the contract price to reflect any additional costs incurred, and to adjust delivery dates or schedules.

SPECIFICATION: The Buyer hereby acknowledges that the Goods fulfil its requirements and that it in no way relies upon the skill or judgment of the Company or any of its employees or agents in the selection provision installation and/or operation thereof. Whilst the Company takes precautions to ensure accuracy in the preparation of its catalogues, technical circulars and its other literature, including the Quotation, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representation by the Company and shall not be binding upon the Company.

DESCRIPTIVE MATTER & ILLUSTRATIONS: All descriptions and illustrations and particulars of weights and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general description and approximate only and shall not form part of any contract or give rise to any liability on the part of the Company. It is the policy of the Company to endeavour to develop and improve its products and accordingly the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy, provided that nothing in this Condition shall oblige the Buyer to accept Goods which do not reasonably comply with the Contract.

WEEE REGULATIONS: Where the Company has any obligations under the Waste Electrical and Electronic Equipment Regulations 2006 (WEEE Regulations), these are passed onto the Buyer pursuant to the provisions of Section 9 of the WEEE Regulations. In particular the Buyer shall be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all equipment subject to the WEEE Regulations arising or deriving from the Goods; comply with all additional obligations placed upon the Company by the WEEE Regulations by virtue of the Buyer accepting the responsibility set out in clause 19(b) of the WEEE Regulations; where required, provide the Company or the Company's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme. The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in this Condition. Further information in respect of the arrangements set out in this Condition can be found at <https://lumicom.co.uk/> or by emailing info@lumicom.co.uk.

FORCE MAJEURE: The Company shall not be liable for any failure or delay in performing any obligations hereunder which may be due to any circumstances beyond its control [including but without prejudice to the generality of the foregoing strikes lockouts labour disturbance or trade disputes civil commotions fire ice fog or floods breakdowns military or aircraft damage bombardment explosion shortage of raw material force majeure delay of deliveries from the Company's suppliers inability unwillingness or failure of the Company's suppliers to furnish supplies or delays or failure of delivery or performance by any person whose delivery or performance is necessary to the Company to perform any obligations hereunder] and in the event of any such circumstances shall be empowered to cancel or suspend delivery of the performance of its obligations or earnest hereunder.