



*Save energy, Save money,  
Save the environment*

Mr M Y Savings  
Sample Company  
123 High Street  
London, London, AB1 CD2  
United Kingdom

30/08/2021

Dear Mr M Y Savings,

**RE: Energy Saving Review - LED-UK Lighting Ltd**

Thank you very much indeed for allowing LED-UK to conduct an energy saving review at your premises on 30/08/2021. I am very happy to advise that our report shows that there are really significant savings that could be achieved after the implementation of an energy-efficient lighting scheme.

According to the results of our survey of your existing lighting, we estimate that your business could save up to £3,850.44 per year, during the lifetime of the installation. That amounts to £38,504.40 over 10 years - what's more, that's not allowing for any increases in the cost of electricity. The reduction in the carbon footprint of your lighting would be in the region of 63.2%.

Please also bear in mind that the nature of the new lighting will effectively mean that the new installation will be low maintenance for 10 years, so there will also be savings on electrical contracting, especially with regard to replacing starters, bulbs, ballasts and capacitors over this period, that are not included in the results.

If you have any further questions, please do not hesitate to contact me.

Yours sincerely,

For and on behalf of  
LED-UK Lighting Ltd

## **ENERGY SAVING REVIEW**

CONDUCTED FOR

Sample Company

123 High Street  
London, London, AB1 CD2  
United Kingdom

30/08/2021

## Introduction

A survey was conducted at Sample Company , by on 30/08/2021, to assess potential reductions in energy consumption, CO2 emissions and costs through the installation of energy saving lighting. Additional benefits were also identified during the survey and are listed below.

## Methodology

In order to assess the potential electrical savings achievable, LED-UK has been supplied with an estimate of the average hours of lighting usage per day, and days per month on the premises. Using the real output wattage of each in-service light fitting on the site, it is possible to calculate the approximate total usage of the lighting system within the organisation. Using the same raw data, it is then possible to project the electricity usage of an energy efficient lighting system in use on the same basis as the existing system. This enables us to present a reasonable approximation of the total savings achievable; produce a net cashflow projection and define a payback period for the installation. We use a proxy kWh figure, based upon an analysis of your utility bills. This, in broad terms is the sum of your total bill including CCL (Climate Change Levy) and standing charges divided by your total kWh used. After analysing your bill, we have ascertained that your approximate cost per unit (kWh) is £0.18000

## Lighting

The current lighting costs and potential savings are illustrated in the charts on the following pages. Advances in the manufacture of lighting have resulted in new technologies that operate on a fraction of the electricity currently used by old lamps and fittings. Traditional T8 or T12 fluorescent fittings run using magnetic, copper wound ballasts, a capacitor, a starter and control gear; these can now be replaced either by T5 fluorescents or LED tubes using electronic systems for starting and regulating the flow of electricity. Incandescent lights, CFLs and halogens can also be replaced by the new generation of LED technology. This offers dramatic savings in operating costs, energy consumption and CO2 emissions.

## Additional Benefits

Additional benefits of replacement lighting include:

- Reduced maintenance
- Improved light quality; more efficient warm-up phase and stable, flicker-free illumination
- Significantly increased life of all lighting products
- Environmentally friendly
- Enhanced productivity of staff, due to optimised lighting levels in all locations
- Less heat – especially beneficial in confined areas – less requirement for air conditioning
- Substantial impact on Carbon Footprint
- 5 year Manufacturer's Warranty
- 50000 hour rated life

## Next Steps

If you have any questions in relation to the application process, the technology or any other matter relating to the proposed improvements, please contact us at your earliest convenience.

On the following pages, you will find a summary of the existing lighting, its energy consumption and the consequent cost in the building that was surveyed. There is also a summary of the proposed lighting on the same basis which enables us to provide you with a calculation of the savings at the price per kWh listed previously. Please bear in mind that electricity costs are set to rise over the next few years, making the case for energy efficient projects even stronger.



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## ESTIMATE

### ADDRESS

Mr M Y Savings  
Sample Company  
123 High Street  
London  
London  
AB1 CD2

ESTIMATE NO.	DATE	EXPIRATION DATE	SALES REP
158	30/08/2021	30/09/2021	

SERVICE	QTY	RATE	INSTALL	VAT	AMOUNT
<b>AT-AL06-36W-B-EM 36W Twin complete fitting with Emergency</b> 1235mm Double Integrated LED tube and batten epistar SMD2835. 35w 3060-3250 lumen, IP20 Available with Emergency Pack	3	210.00	37.00	S	741.00
<b>AT-T825W1500H 25W 5ft LED Tube</b> Tube - T8 Led Tube, 1500mm, 25W, Single End Power, Isolated Driver, Aluminium Back and Polycarbonite Diffuser. 2200-2500 lumen, 5 year warranty	30	32.70	25.00	S	1,731.00
<b>AT-AL06-25W-BO(E) 5ft 25W Single Complete with Emergency</b> COMPLETE LED FITTING 25W Tube style Integrated Batten fitting, 1535mm, 2050-2120 lumens	4	144.00	25.00	S	676.00
<b>CE-TAM-MOD 6060 PANEL 30W 600x600 Panel NW</b> Panel 600x600 30W recessed Panel 4000K	10	48.12	25.00	S	731.20
<b>AT-FL-150W LED Floodlight</b> 150W Driverless Floodlight, Osram SMD3030 LM80, 18000 Lumens 5000K	4	325.00	40.00	S	1,460.00
<b>CE-ERLED3 3.8w Emergency Bulkhead</b> 3.8W Emergency Bulkhead Light	2	31.50	25.00	S	113.00
<b>AT-AL08-12-18W 12 inch 18W round bulkhead</b> Round multi-purpose IP54 light, suitable for wall or ceiling, and for commercial / residential usage. 1530-1620 lumens. Unit size 300mm x 48mm with optional Sensor	6	45.00	25.00	S	420.00

LED-UK, 6 Elm Grove, Hampden Park, Eastbourne. BN22 9NW

Tel: 01424 222200 www.LED-UK.co.uk info@led-uk.co.uk

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and optional emergency function.

<b>CE-XCEBHNM3 Emergency Bulkhead</b> Xcite 3 Hour 2w LED non-maintained Emergency Light in White 6500K 150 lumen	2	31.90	25.00	S	113.80
<b>AT-PL6060-28W-G2 28W 600x600 Panel</b> High output 28W 600x600 Panel 3360 Lumens	7	66.52	25.00	S	640.64
<b>CE-TAM-COMMERCIAL-TSM66300NWM3</b> <b>600x600 IP65 Panel with Emergency</b> PANEL 600X600 IP65 WATERPROOF PANEL WITH EMERGENCY FUNCTION	1	390.00	30.00	S	420.00
<b>KIM-H1557P901SE 150W Premium Highbay</b> Kimin Premium LED 150W Highbay, Bluetooth, Muti Sensor Ready, 22600 Lumen, 5700K, IP65, 90D. Requires Onsite Commissioning.	20	375.00	60.00	S	8,700.00
<b>WEEE</b> (Removal of Existing Lamps)	89	1.00	-	S	89.00
<b>Special Lifting Gear Equipment</b>	1	495.00	-	S	495.00
					<b>SUBTOTAL: 16,330.64</b>
					<b>VAT TOTAL: 3,266.13</b>
					<b>TOTAL: 19,596.77</b>

**Bank Details:**

Bank: Santander  
Sort Code: 09-01-28  
Account Number: 91943869



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## SUMMARY OF ALL AREAS

### Existing Lighting

Existing	Wattage	Lamps Qty	Av Hrs/Day	£/kWh	Daily Cost	Monthly Cost	Annual Cost	Total kWh	Total Kg C	Total Kg CO2
Emergency bulkhead	12.00	2	8.0	0.18000	0.03	0.86	10.37	57.6	0.37	1.35
600 x 600 panel	100.00	10	8.0	0.18000	1.44	36.00	432.00	2,400.0	15.32	56.18
5ft T8 TUBE 1500mm	65.00	30	8.0	0.18000	2.81	70.20	842.40	4,680.0	29.88	109.54
5ft T8 Tube EMERGENCY LIGHTING	65.00	4	8.0	0.18000	0.37	9.36	112.32	624.0	3.98	14.61
600 x 600 panel	100.00	7	8.0	0.18000	1.01	25.20	302.40	1,680.0	10.72	39.32
PANEL 600X600 IP65 EM	100.00	1	8.0	0.18000	0.14	3.60	43.20	240.0	1.53	5.62
400W SON	400.00	20	8.0	0.18000	11.52	288.00	3,456.00	19,200.0	122.57	449.41
4ft T12 TWIN EMERGENCY	96.00	3	8.0	0.18000	0.41	10.37	124.42	691.2	4.41	16.18
2D 28W Bulkhead	28.00	6	8.0	0.18000	0.24	6.05	72.58	403.2	2.57	9.44
Emergency bulkhead	12.00	2	8.0	0.18000	0.03	0.86	10.37	57.6	0.37	1.35
400W Floodlight	400.00	4	8.0	0.18000	2.30	57.60	691.20	3,840.0	24.51	89.88
<b>TOTAL</b>	<b>1378</b>	<b>89</b>	<b>8.0</b>	<b>N/A</b>	<b>20.32</b>	<b>508.10</b>	<b>6,097.25</b>	<b>33,873.6</b>	<b>2,594.84</b>	<b>9,514.42</b>

### Replacement Lighting

Replacement	Wattage	Lamps Qty	Av Hrs/Day	£/kWh	Daily Cost	Monthly Cost	Annual Cost	Total kWh	Total Kg C	Total Kg CO2
CE-XCEBHNM3 Emergency Bulkhead	2.00	2	8.0	0.18000	0.01	0.14	1.73	9.6	0.06	0.22
CE-TAM-MOD 6060 PANEL 30W 600x600 Panel NW	30.00	10	8.0	0.18000	0.43	10.80	129.60	720.0	4.60	16.85
AT-T825W1500H 25W 5ft LED Tube	25.00	30	8.0	0.18000	1.08	27.00	324.00	1,800.0	11.49	42.13
AT-AL06-25W-BO(E) 5ft 25W Single Complete with Emergency	25.00	4	8.0	0.18000	0.14	3.60	43.20	240.0	1.53	5.62
AT-PL6060-28 W-G2 28W 600x600 Panel	28.00	7	8.0	0.18000	0.28	7.06	84.67	470.4	3.00	11.01
CE-TAM-COM MERCIAL-TS	30.00	1	8.0	0.18000	0.04	1.08	12.96	72.0	0.46	1.69

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M66300NWM3  
600x600 IP65  
Panel with  
Emergency

KIM-H1557P901SE 150W Premium Highbay	150.00	20	8.0	0.18000	4.32	108.00	1,296.00	7,200.0	45.96	168.53
AT-AL06-36W-B-EM 36W Twin complete fitting with Emergency	35.00	3	8.0	0.18000	0.15	3.78	45.36	252.0	1.61	5.90
AT-AL08-12-18W 12 inch 18W round bulkhead	18.00	6	8.0	0.18000	0.16	3.89	46.66	259.2	1.65	6.07
CE-ERLED3 3.8w Emergency Bulkhead	4.00	2	8.0	0.18000	0.01	0.29	3.46	19.2	0.12	0.45
AT-FL-150W LED Floodlight	150.00	4	8.0	0.18000	0.86	21.60	259.20	1,440.0	9.19	33.71
<b>TOTAL</b>	<b>497</b>	<b>89</b>	<b>8.0</b>	<b>N/A</b>	<b>7.49</b>	<b>187.24</b>	<b>2,246.83</b>	<b>12,482.4</b>	<b>956.20</b>	<b>3,506.06</b>

## Savings

	% Carbon	Daily (£)	Monthly (£)	Annual (£)	Total kWh	Total Kg C	Total Kg CO2
<b>Total Savings</b>	<b>36.85</b>	<b>12.83</b>	<b>320.87</b>	<b>3,850.42</b>	<b>21,391.20</b>	<b>1,638.64</b>	<b>6,008.36</b>

## Payback

Payback Period Years (Amount of time savings to exceed project cost)	4.24
Annual Reduction in Costs (£)	3,850.42

## Notes

Area Name	Notes
Exterior Yard	
Factory	
Main Office	
Managers Office	
Reception	
Toilets	

## INFORMATION AT A GLANCE

Projected Figures	Based on using electricity at 18.0 p/kWh
How long will it take to move to profit without grants or tax relief?	4.24 years
What % will my Lighting bill reduce?	63.20%
How much per year does that mean in cash terms?	£3,850.42
How much will I save in 10 years?	£38,504.16
What's the total Project Cost including materials and Installation (ex VAT)?	£16,330.64
Carbon Savings per year/Tonnes	6.01
Carbon Savings over 10 years/Tonnes	60.08

The above figures are estimates only and are based on information provided by the Company.

Additional savings will be achieved by the reduction in the requirement for routine maintenance such as lamp changes

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## FINANCE SHEET

Purchase Price (excluding VAT)	£9,798.38
Down Payment	£0.00
Annual Interest Rate	10.00%
Length of Loan (in months)	60

Monthly Payment	£208.19
Total Cost	£12,491.20

Savings per annum	£3,850.42
Savings per month	£320.87

The above calculations show that you will be at least this much better off each month for the duration of the agreement, based on the information given to us at the time of the survey.	£112.68
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We are pleased to be working with Primary Asset Finance Ltd and we may be able to offer you a finance package for those who qualify. The finance package will allow you to install LED and/or UV-C lighting in your premises with little or no upfront costs.

Sounds interesting?

The figures on the left are only a guide and are there to give you an indication of the costs involved and just how you and your business will benefit. All the numbers provided are supplied as a guide and do not form an offer of finance.

All finance is subject to status.

We have not included any Grants that are shown on your estimate and information at a glance page.

The Green Grant you may receive is up to 40% of the cost price subject to approval by the appropriate grant managers. You will also receive your Capital Allowances. In the above case the full grant if given would be **£3919.35 making the total cost £5878.00**

The above purchase price excludes the deduction of any available grants that we are aware of.

Remember when your finance package is finished your savings will continue.

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## FINANCE OPTIONS

### Frequently Asked Questions

**What is the first step?**

A meeting and a FREE site survey. Then you'll be given a guide on just how much you can save your business.

**Who conducts the meeting / site survey?**

All surveys are completed by LED-UK staff, accompanied by a member of your staff.

**What happens next?**

A report is produced showing current energy consumption and costs, together with potential savings. Calculations include CO2 emission figures together with the relevant estimated finance details.

**If I want to consider finance options what do I do?**

You will be advised and guided throughout by LED-UK, who can even submit the application on your behalf, We will ask our LED Finance expert to call you and discuss options. All finance is subject to status and costs of funds.

**What energy saving products are included?**

Lighting is always the first priority. Other energy / cost saving opportunities may include heating, water, refrigeration and Micro Generation. These are provided by companies we are now associated with.

**Who is eligible for Finance?**

There are a number of sources of finance available, depending on who you are. Private sector companies and enterprises should have been trading for 36 months (if less then please discuss with us) and have an acceptable credit rating. The Finance providers will normally require Audited accounts and management accounts.

**As a charity, do we qualify?**

Limited companies, charities, partnerships, clubs, friendly societies and voluntary organisations can all be considered.

**What information is required in order to make a finance application?**

Company details, primary contact details can often be enough, provided that information in the public domain is up to date, The Finance Provider will get the project details from ourselves.

**How are the monies paid by the Finance Provider?**

The provider will pay the full project cost directly to LED-UK Lighting Ltd when the agreed work is completed and signed off by the customer. No deposit is required.

**What are the minimum amounts we can finance**

From £1,000 upwards and there is no upper limit.

**What does Finance cost?**

The depends entirely on the provider, we have no involvement in the terms of each agreement.

**When should I apply?**

Our finance quotes are available once survey results are known and costs drawn up. So we're ready to take applications as



soon as you're ready.

**Are organizations outside England eligible?**

All Limited businesses and enterprises in Scotland, Northern Ireland and Wales can apply.

The finance covers the full project including the supply of equipment and all installation costs.

**Is VAT covered by Finance?**

The Payment Plan funds the full invoice value inc VAT. Each repayment includes VAT, which can be reclaimed by the customer.

**What happens if I get an energy saving grant?**

The Finance is to your business, you can offset any grant you receive against the original finance amount or use in a different area of your business, the decision is yours.

**Where can I find further information?** If you'd like to know more, please contact our finance partner, Primary Asset Finance & speak to:

Roger Sanford on 07827 459 750 or Tom Miles on 07493 191 995

### Accumulated Savings – 10 Year



### The Cost of Doing Nothing

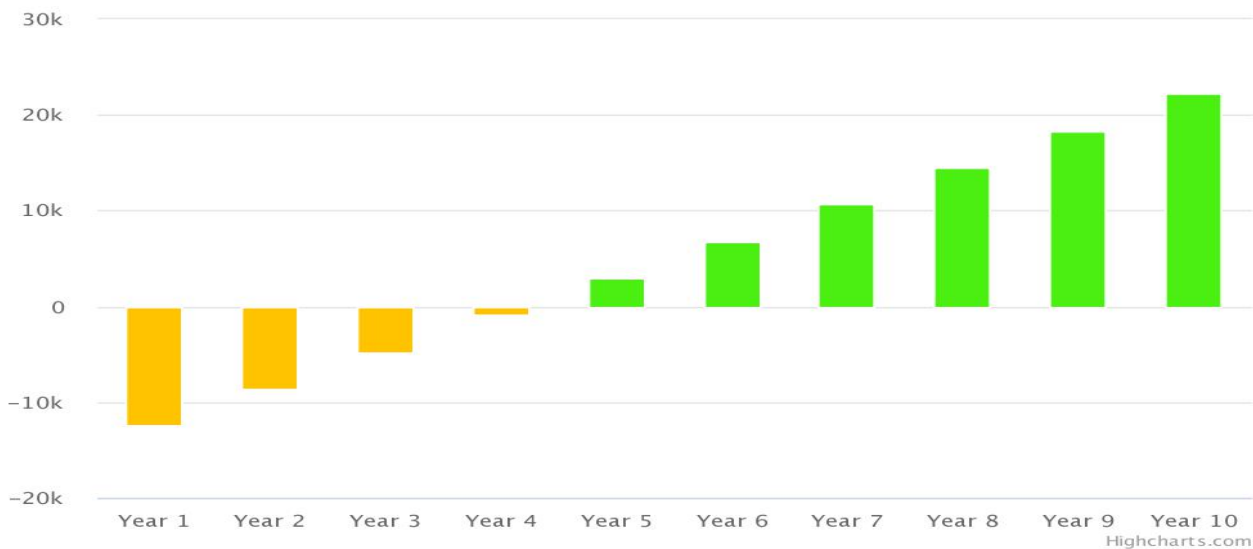


### Cashflow Impact after Implementation of EEP



Highcharts.com

### Payback Period



Highcharts.com



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## Terms and Conditions

LED-UK Lighting Limited – Company Reg: 10002192

### Article 1 Definitions

In these general conditions the following terms are defined as stated below:

- 1.1. Contractor: LED-UK Lighting Limited and all its affiliated enterprises, insofar as they have stated that the conditions in question are applicable.
- 1.2. “Client”: any legal entity which gives the contractor an order for the supply of services and/or items which belong to the range of products/services of the said contractor.
- 1.3. Items: one or more items from the range of products belonging to the contractor.
- 1.4. Activities: all services supplied by the contractor, including installation, mounting and maintenance, making recommendations and inspections etc, and in the widest interpretation of these words.

### Article 2 Scope

- 2.1. These conditions apply to all offers made by the contractor and all agreements between the contractor and the “Client”, and to their implementation. These are the contractor’s general conditions in which the purchasing conditions do not apply and the appropriateness of it is expressly disposed of, unless and insofar as the “Client” approves and is explicitly accepted in writing.
- 2.2. Additions or deviations from these conditions will only apply where the contractor has confirmed them in writing to the “Client”, and they will only apply to the particular transaction in question for which they have been accepted and therefore cannot be applied to other transactions.
- 2.3. If it appears that a provision of these conditions is void or voidable, then the general provisions of these conditions will continue to apply, while the contractor in such an event retains the authority to exchange the proviso in question with another which has equal purpose, and which is not expected to come under threat of becoming void.

### Article 3 Offers & agreements

- 3.1. All offers, representations, catalogues, dimensions, weights and other information that has been provided by the contractor are subject to confirmation and can only be considered as an invitation from the contractor for making a subsequent offer. Notwithstanding the preceding, and unless expressly stated, offers are only valid for a maximum period of 14 days.
- 3.2. An agreement between the contractor and the “Client” only comes into force once the order has been confirmed in writing by the contractor or after the contractor has actually started the implementation of whole or part of the order.
- 3.3. Verbal undertakings and agreements made by employees of the contractor who are not authorised to do so, remain invalid until they have been confirmed in writing by the contractor.
- 3.4. If the “Client” does not agree with the order confirmation, this should be notified to the contractor in writing within three working days, in the absence of which, the order confirmation becomes irrevocable and any subsequent extra costs resulting from a request from the “Client” to bring about changes to the order will be borne by them.
- 3.5. If after an agreement has been made, a situation arises which influences the cost price, the contractor then has the right to charge the “Client” with the increased costs on a separate invoice.
- 3.6. If after an agreement has been made, it is cancelled by the “Client” for any reason, or is terminated by the contractor an account of a shortcoming attributable to the “Client”, then all the costs already incurred by the contractor as well as the loss of profits and other damages will be met by the “Client”.
- 3.7. If for any reason the contractor – not on account of an intentional act or gross negligence on the part of the contractor – is prevented from complying with the agreement, the contractor has the right to suspend compliance for three months and – provided that the prevention to comply continues to exist after expiry of the period – terminate the agreement, without involving the payment of any compensation to the “Client” or any third parties, except for the repayment of any monies already paid by the “Client” for which nothing has been supplied. Items or services already supplied by the contractor must be paid for.
- 3.8. If the order is issued in the name of a legal entity, the person issuing the order will be held personally responsible by the contractor for the legal entity complying with its obligations.
- 3.9. The “Client” and its personnel are bound to maintain confidentiality regarding all information of a confidential nature (drawings, models, constructions, diagrams and further business information and know-how) emanating from the contractor with regard to third parties who are not involved in the implementation of the order, and in the broadest sense of the words, anything that has been made available (or known) to him by the contractor.

### Article 4 Delivery

- 4.1. The agreed delivery times start on the last part of the following periods:
  - a. the day on which an agreement is made
  - b. the day of receipt by the contractor of the necessary documents, data, permits, etc for implementing the order
  - c. the day when the required formalities for starting the activities have all been met



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d. the day the contractor receives that which is payable in advance, which according to the agreement, must be made prior to starting the activities

4.2. The delivery time will be approximated by the contractor and shall therefore never be taken as fixed deadline, whereby exceeding the delivery time shall never automatically lead to shortcomings attributable to the contractor. Notwithstanding willful misconduct or gross negligence on the part of the contractor, exceeding the delivery times gives the 'Client' no rights to termination of either whole or part of the agreement.

4.3. The contractor has the right to make partial deliveries and to invoice each part separately.

4.4. Notwithstanding evidence to the contrary, the undertakings with regard to quantity, weight, type and dimensions are deemed to be delivered in accordance with the dispatch documents. Deviations and other visible defects observed on delivery must immediately be reported on the receipt document provided by the carrier and reported by letter within two working days after delivery, sent by registered post to the contractor – without following this procedure no claim shall be entertained for deviations or defects.

#### **Article 5 Contractor's liability – force majeure**

5.1. The contractor shall not be liable for damage suffered by the "Client" or third parties, whether or not arising from timely, or not timely, or improper performance of the agreement by the contractor, unless it involves damage that is directly and solely attributable to an intentional act, or gross negligence on the part of the contractor.

5.2. Any other liability the contractor may have for damages, for whatever reason, and including damage to third parties, is expressly excluded.

5.3. Notwithstanding that determined at point 5.1, liability for business, stoppage, consequential and willful damages are excluded under all circumstances. Willful damage includes damage that is done either because of, or during implementation of the work in hand that cause damage to items that are being worked on, or are located in the near vicinity of the where the work is being carried out.

5.4. Liability is only accepted for compensation for damage against which the contractor is insured, but if the damage is not covered by any of the contractor's insurance policies, then the liability is limited to the amount of the net invoice value of the agreement.

5.5. The "Client" safeguards the contractor against all liability from third parties regarding product liability as a result of defects in products supplied by the "Client" to a third party that consisted of products and/or equipment supplied by the contractor.

#### **Article 6 Conditions of payment**

6.1. The prices given by the contractor are exclusive of VAT and any other government duties applicable to the sale and delivery and include the cost of packaging and the normal charges for the contractor for insured transportation to the "Client's" stated address within the UK. For orders with a value of less than £550 excluding VAT and for deliveries on pallets or with otherwise different arrangements, the costs are calculated according to a graduated scale provided by the contractor.

6.2. In principle the invoices are raised on the date of delivery. The contractor expressly retains the right to unilaterally differ from this.

6.3. Payment of invoices should be made within 14 days after the invoice date at the office of the contractor or to the bank account number indicated by them.

6.4. The right of the "Client" to offset any amounts owed by them with invoices to the contractor is excluded, unless there is a question of bankruptcy of the contractor.

6.5. If the "Client" has not paid an invoice on time, without further proof he is assumed to be in default of the law, and so the contractor has the right to suspend the implementation of any further agreements with the "Client" in question or to cancel them completely, and to charge from the first day after expiration of the payments terms as given at 6.3 through to the date when everything is eventually settled, interest on the unpaid balances amounting to 2% per month, whereby the interest for part of a month shall be charged as a whole month.

6.6. If the contractor has passed on to a third party the collection of the amounts due to them, all the costs incurred by the contractor in taking this action will be at the expense of the "Client". The extrajudicial collection costs shall be calculated on the basis of a percentage of the unpaid invoice increased by the amount of interest due and according to the following table:

for the first £3,000	15 %
on the excess up to £6,000	10 %
on the excess up to £15,000	8 %
on the excess up to £60,000	5 %
on the excess from £60,000	3 %

If the actual extrajudicial collection costs are higher than the above table, the actual costs incurred will be charged.

6.7. If a legal procedure finds in the claimant's favor (contractor), all other costs they have incurred that are connected with the process, as well as the extrajudicial expenses shall be charged to the "Client".

6.8. The contractor is at liberty to determine which collections of the (part) payments by the "Client" are allocated, though in each case the payments shall initially be deducted from the interest charges and extrajudicial collection expenses.





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#### **Article 7 Reservation of title and supplementary assurance**

7.1. Everything delivered by the contractor, including items for which the invoice has already been paid, remain the property of the contractor until the "Client" has met all their outstanding financial obligations to the contractor, of whatever type, and also including the obligation to pay any interest charges and extrajudicial collection expenses.

7.2. As long as a reservation of title remains on the items supplied, they may not be encumbered by the "Client" or disposed of outside normal business practices and any risks related to part or whole damage, destruction or loss, for whatever reason, will be at the expense of the "Client". The "Client" is obliged to adequately insure the items at their own expense and at the contractor's request, against theft, fire and other dangers.

7.3. The contractor is irrevocably authorised by the "Client" to immediately enter into the place where the items in question are located and remove them after invoking their reservation of title. If, despite the authorisation, the contractor is prevented from retrieving its property, the "Client" shall incur an immediately repayable and not under the authority of the court, fine of £100 for each day that the prevention remains in place, without prejudicing the rights of the contractor to collect the actual damages, provided that they exceed the total fines that have become payable.

7.4. The contractor is always authorised by the "Client" to demand prepayment or additional assurances, to the contractor's satisfaction, in order to meet its obligations to the contractor, relating to the collection expenses and interest charges, also when these obligations are not yet repayable. If the "Client" does not comply with the request for this within 14 days as demanded by the contractor, the contractor shall have the right to cancel the agreement or immediately suspend the delivery of items and services related to this agreement and any other agreements that are in force, or as the case may be, invoke termination and if the "Client" is at fault, without further evidence of this being required. In addition, the "Client" in such cases shall provide the contractor on demand with a pledge on the fixed assets belonging to them. The contractor shall not be responsible for any damages to the "Client" or third parties that emanate from these actions.

#### **Article 8 Guarantee**

8.1. The contractor guarantees the reliability for 12 months after invoice date of the items that have been supplied.

8.2. Items that appear defective to the "Client" should be returned to the contractor, if thereafter these appear to be defective, the "Client" can make the choice between rectification and replacement, or the contractor crediting a proportion of the value of the invoice.

8.3. If items are delivered with the associated manufacturer's guarantee, this guarantee shall replace the contractor's guarantee described at item 8 in these conditions and the "Client" should contact the manufacturer directly in the case of defects.

8.4. No guarantee shall be given for defects that occur as a result of normal wear and tear, improper use, incorrect maintenance or installation, mounting, alterations or repairs made by the "Client" or a third party.

8.5. The "Client" can only have recourse to the guarantee after he has carried out all his obligations to the contractor, for whatever reason.

8.6. The "Client" can only have recourse to the guarantee if the defect is reported in writing to the contractor within 14 days after the "Client" has discovered the defect or would have reasonably found it.

#### **Article 9 Applicable law & choice of forum**

9.1. UK law applies to all offers, orders and agreements or contracts between the contractor and the "Client" on which the current general conditions apply.

9.2. The Vienna Sales Convention (11 April 1980, Treaty Series 1981 no 184) does not apply, as is any other international regulation where exemption is permitted.

9.3. Any disputes that may arise between the parties, however they are described, shall be settled in the place of the registered office of the contractor, unless mandatory provisions recommend another authorised UK court and notwithstanding the rights of the contractor to submit a dispute to a UK court, with the proceedings based on UK law.