

Terms and Conditions

When engaging in business transactions with Nordlux, including through our web shop at www.nordlux.com, it is imperative to adhere to the following terms and conditions of sale and delivery.

1. Contractual Basis

1.1 Parties Involved

These terms and conditions of sale and delivery govern orders and purchases from Nordlux A/S, registered under CVR-no. 10216990, operating as Energetic Lighting Europe. Additionally, these terms extend to encompass subsidiaries within the Nordlux Group, namely Nordlux GmbH, Nordlux France, Nordlux NL, Nordlux UK & Eire, Nordlux Sweden, and Nordlux Norway (Lampekonsulenten). The complete agreement is formed by these terms, the parties' purchase agreement, and supplementary documentation from Nordlux, including but not limited to offers, order confirmations, and invoices.

1.2 Conflict Resolution

In the event of a conflict between Nordlux' s order confirmation, the parties' co-operation agreement, and/or these terms and conditions, precedence shall be given in that order. Any terms and conditions imposed by the buyer will only be considered valid if explicitly accepted in writing by Nordlux. Should a conflict arise between the buyer's terms and conditions and those of Nordlux, the latter shall prevail.

2. Conclusion of Purchase Agreement

2.1 Order Confirmation

The obligation of Nordlux to fulfil an order becomes binding only upon the buyer's receipt of a written or electronic order confirmation from Nordlux. Should the order confirmation deviate from the buyer's original order, and if such deviation is unacceptable to the buyer, written notification must be provided to Nordlux within 5 days of receiving Nordlux' s order confirmation, but no later than 1 day before the scheduled delivery date.

2.2 Order Cancellation

If the buyer chooses to cancel the order after accepting Nordlux' s order confirmation but prior to delivery, the buyer is responsible for covering all associated costs incurred by Nordlux due to the cancellation, including, but not limited to, loss of profits.

2.3 Acceptance of Offers

Offers presented by Nordlux are binding only if Nordlux receives an unqualified acceptance from the buyer within 8 days of the offer.

2.4 Information Accuracy

Nordlux's information pertaining to price, delivery, characteristics, capacity, and technical data is purely indicative and does not constitute a warranty or guarantee. Nordlux holds no liability if the delivered products do not meet the buyer's specific needs or intended purpose of use.

3. Prices

3.1 Pricing Structure

All prices, as indicated in Nordlux's price lists, are daily prices and are exclusive of VAT, other public taxes, and packaging for transportation.

3.2 Price Adjustments

Nordlux reserves the right, without prior notice, to modify price lists and catalogues. Nordlux may adjust the price if there is an increase of more than 5% in production and delivery costs, as well as costs from suppliers, during the period from Nordlux's order confirmation to the point of delivery.

3.3 Buyer's Right to Cancel

In the event of a price adjustment, should the buyer find it unacceptable, the buyer is entitled to cancel the order by providing written notice within 8 days from the notification of the adjustment.

3.4 Pricing Terms

Nordlux's prices are per unit and are based on purchases in full packaging units. In cases of breakage of the packaging unit, an additional fee will be invoiced.

4. Terms of Delivery

4.1 Incoterms and Risk Transfer

Delivery adheres to the ICC's INCOTERMS 2010 Ex Works, signifying that once the goods are ready for delivery, the risk is transferred, and all associated transport costs become the responsibility of the buyer.

4.2 Notification of Transportation Means

The buyer is obliged to inform Nordlux in a timely manner of the chosen means of transportation. Failure to provide timely notification empowers Nordlux to select the means of transportation at the buyer's risk and expense.

4.3 Delayed Delivery

In the event of a delay in delivery, Nordlux is obligated to promptly inform the buyer. No claims, including financial claims, can be asserted by the buyer due to the delay. However, the buyer retains the right to cancel the purchase if the delay exceeds 60 days from the agreed delivery date, unless the delay is attributable to force majeure, the buyer's fault, or the carrier's fault.

4.4 Failure to Take Delivery

If the buyer fails to take delivery on the agreed-upon date, including a breach of the obligation to collect the goods, Nordlux reserves the right to terminate the agreement and seek damages. Additionally, Nordlux is entitled to resell or store the goods at the buyer's risk and expense.

4.5 Return of Goods

Return of goods and packaging requires prior written agreement and a Nordlux-issued return order number. Costs associated with the return are the responsibility of the buyer. Pallets, boxes, or other separately charged packaging will not be credited.

4.6 Return Criteria

Return shipments must adhere to the following criteria:

- Maximum of 4 weeks to cancel the order between Nordlux and Nordlux's customer (from the date of invoice).
- Nordlux applies a handling fee of 25%, deducted from the credit note.
- The item must be unchanged with intact packaging and must not have been opened.

4.7 Intact Packaging Definition

"Intact packaging" refers to resaleable packaging without pressure marks, labels, or handwriting.

4.8 Refused Shipments

Nordlux will refuse return shipments without a clearly written return order number. If the sales packaging is not intact upon arrival at Nordlux's warehouse, a handling fee of 25% of the value of the refused goods will be invoiced. The customer is responsible for promptly picking up the refused items within 2 weeks. Failure to do so may result in Nordlux destroying the items.

4.9 Delivery Within Mainland of Great Britain

Unless otherwise specified in the Company's tender, the quoted price includes delivery by any method of transport at the Company's discretion within the mainland of Great Britain.

4.10 Minimum Order Value for Free Delivery

Our minimum order value for free delivery is £250.00 N.I.V. On orders below £250.00 N.I.V., a small order charge of £10.00 per carton will be applied. Partial shipments are only offered for orders below £250.00 N.I.V with a conditional additional carriage charge.

4.11 Delivery Address and Charges

Deliveries are directed to the agreed delivery address registered against the Trade Account of the Purchaser. Deliveries to the site are at the discretion of the Company or by prior written agreement only and may incur charges at the Company's discretion.

4.12 Risk Transfer on Dispatch

The Goods are deemed to be delivered upon dispatch from the Company's premises, and at the point of delivery, the risk of destruction or damage transfers to the Purchaser.

4.13 Instalment Deliveries

In the case of delivery of goods by instalments, the Purchaser is not entitled to consider the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the entire Contract.

4.14 Failure to Provide Delivery Instructions

If the Purchaser fails to provide delivery instructions within 14 days of being notified that the Goods are ready for delivery, the Company, without prejudice to any other rights or remedies, may choose (but is not obligated) to store the Goods at any available location at the Purchaser's expense.

5. Terms of Payment

5.1 Payment Deadline

Payment is strictly net cash and must be made by the due date stated on the invoice. In the absence of any specified due date, payment should be made within the agreed terms set at the time of account opening. Failure to make timely payments for deliveries or instalments under the terms of this Contract or any other Contract between the Purchaser and the Company grants the Company the discretion to delay, suspend, or cancel deliveries either in whole or in part. The first order requires prepayment.

All prepayment orders are required to be settled within three days of receiving an order confirmation, unless alternative terms have been mutually arranged.

5.2 Late Payment and Interest

If full payment is not received by the due date, the Company reserves the right to charge the Purchaser interest at a rate of 2% per annum above the base rate of Barclays Bank PLC on the unpaid balance. This interest will accrue daily from the due date, both before and after any judgment.

5.3 Local Rules and First Order Prepayment

Local rules may apply in countries where Nordlux Group has a presence, and in such cases, it is the local rules that take precedence. The initial order is subject to prepayment.

5.4 No Right to Offset or Withhold Payment

The buyer is not authorized to offset any portion of the purchase price. Furthermore, any notice of non-conformity, as per Section 7, does not grant the buyer the right to withhold the purchase price.

5.5 Consequences of Buyer's Breach

If the buyer breaches any of the mentioned obligations, including the obligation to pay the purchase price, Nordlux is entitled to:

Cancel the agreement,

Sell the goods at the buyer's expense to a third party, and/or

Seek damages for its losses, including indirect losses.

The Company disclaims responsibility for any costs incurred under liability clauses by installers of the Company's Goods if the appointed Purchaser fails to comply with the Company's payment terms, resulting in the suspension of deliveries. Such default must be rectified before deliveries resume.

6. Retention of Title

6.1 Ownership Retention

Subject to the limitations imposed by mandatory law, ownership of the goods remains with Nordlux until the complete purchase price, along with accrued costs, has been paid to Nordlux.

6.2 Continuation of Retention of Title

This retention of title clause remains valid even if the goods are incorporated into the buyer's products or combined with goods from other suppliers. In such cases, the retention of title extends to the transformed or processed product to an extent equivalent to the value represented by the sale from Nordlux.

6.3 Buyer's Obligation

The buyer is obliged to maintain insurance coverage against theft, burglary, fire, etc., for as long as the goods are covered by this retention of title clause.

7. Notice of Lack of Conformity

7.1 Timely Submission of Notice

Any notice of lack of conformity must be submitted within 5 days from the receipt of the goods, excluding discrepancies in deliveries that must be promptly reported within 48 hours of customer receipt.

In the case of non-visible defects, a notice of lack of conformity must be submitted within 8 days from the date the buyer becomes aware or should have become aware of the lack of conformity, but no later than 1 year from the date of delivery.

7.2 Timeliness for Transportation-Related Defects

Regardless of the above, the buyer must submit a notice of lack of conformity to Nordlux in a timely manner, allowing Nordlux to notify the carrier if Nordlux is responsible for transportation and the defects are attributable to transportation. Nordlux cannot be held liable if the buyer fails to submit a notice of lack of conformity promptly.

7.3 Preliminary Complaint Acceptance

Prior to returning the goods, Nordlux must accept the complaint. A notice of lack of conformity should be in writing and include a precise indication of the defects.

7.4 Exclusions from Liability

Nordlux is not liable for defects, damages, or wear that occurs due to:

Improper use,

- Breach of instructions and guidelines.
- Improper assembly by the buyer.
- Changes made to the goods by the buyer,
- Repairs incorrectly performed by the buyer,
- Lack of maintenance, and common wear and tear.

7.5 Indirect Costs Exclusion

Nordlux bears no liability for other direct or indirect costs arising from defects in any of Nordlux' s products. Return and Resolution Policy

7.6 Replacement for Orders Exceeding 28 Days

For orders surpassing a 28-day timeframe, resolution will be exclusively facilitated through the issuance of a complimentary replacement order.

7.7 Credit Issuance Timeline

Credits for returned items will be processed within 14 working days from the date of Nordlux's receipt of the items.

7.8 Discontinued Items with No Stock

In the case of items that are discontinued, and no stock is available, resolution may involve a replacement of similar value or a credit. Nordlux will address only those items lacking conformity within this resolution framework.

By proceeding with a purchase from Nordlux, the buyer acknowledges and agrees to adhere to the terms outlined in this Return and Resolution Policy. Nordlux reserves the right to modify these terms as needed, with any changes communicated to the buyer in a timely manner.

7.8 Dispatch Timeframe

Any times quoted for dispatch are considered as estimates and not guarantees. The Company shall not be held liable for any failure to dispatch within the specified time, unless the Purchaser has incurred losses as a result. In such cases, the amount payable for the losses must be agreed upon in writing before dispatch, established as liquidated damages. The Company's liability, in this instance, is limited to the agreed-upon amount.

In all cases, regardless of whether a specific time for dispatch is quoted, the dispatch timeline may be extended by a reasonable period under the following circumstances:

- Delay caused by instructions or lack of instructions from the Purchaser.
- Delay resulting from an industrial dispute.
- Delay caused by any factor beyond the Company's reasonable control.

8. Limitation of Liability

Nordlux adheres to the general rules of UK law regarding liability. Nevertheless, Nordlux is not liable for the buyer's indirect losses, encompassing but not limited to loss of business, loss of profits, loss of goodwill, or any other incidental loss. Nordlux's liability, in any event, is limited to the value of the goods supplied.

9. Force Majeure

Nordlux cannot be held liable if the failure to fulfil its obligations is due to reasons beyond Nordlux's control.

Such reasons include, but are not limited to,

- Strikes.
- Lockouts.
- Export or import bans.
- Embargoes.
- Delayed or inadequate delivery of materials from subcontractors.
- Unexpected production stoppage.
- Lack of energy resources or transport.
- Hacker attacks.
- Unforeseen system downtime, seizures.
- Other similar circumstances.
- Acts of God

In the event of force majeure, Nordlux is entitled to extend the delivery time accordingly or to cancel the agreement. Unless the agreement is cancelled, both parties are obligated to fulfil the agreement upon the cessation of the force majeure event. Either party is entitled to cancel the agreement if the force majeure event persists for more than 3 months.

10. Product Liability

10.1 Liability Criteria

Subject to the limitations imposed by mandatory law, Nordlux is only liable for damage caused by products to persons or property only if it is proven that the damage results from defects or negligence in a product supplied by Nordlux. The buyer must establish:

- The product is defective,
- The damage is a direct result of the defect, and

- There is a causal link between the defect and the damage.

10.2 Exclusions from Liability

Nordlux is not liable for damage to real estate and chattels that occurs while the product is in the possession of the buyer. Additionally, Nordlux is not liable for damage to products manufactured by the buyer, even if the product supplied by Nordlux is included.

10.3 Buyer's Indemnification Obligation

The buyer is obligated to indemnify Nordlux if Nordlux is held liable, and the liability exceeds the scope described above.

10.4 Product Liability Insurance

The buyer must maintain product liability insurance covering any claims against the buyer without recourse against Nordlux.

10.5 Acceptance of Legal Action

The buyer is obligated to accept legal action brought against the buyer at the same court or arbitration tribunal processing an action against Nordlux regarding product liability.

10.6 Compliance Guarantee

Nordlux guarantees that all products comply with EC Directives and EN Norms (LVD/EMC/ERP, etc.). This guarantee is supported by obtaining statutory test reports and CE documentation for all products before sale. CE documents are available separately for each article number or can be accessed on www.nordlux.com in our content store.

11. Intellectual Property

Nordlux retains the exclusive rights to all copyrights, design rights, trademark rights, and other intellectual property rights, whether registered or non-registered. These rights pertain to content used, created, or contained in connection with the delivery of Nordlux's goods.

12. Use of www.nordlux.com and Cookies

By utilizing www.nordlux.com, the buyer acknowledges and accepts that Nordlux uses cookies. A cookie is a small text file stored on the buyer's computer to monitor the buyer's actions on the website and recognize the computer. It is important to note that a cookie is not a program and does not contain any viruses.

13. Governing Law and Jurisdiction

Trade between the parties is governed by UK law. Any disputes arising in connection with the parties' trade shall be resolved exclusively by a UK court.

14. Data Protection

14.1 Warranties and Compliance

Both the Company and the Purchaser warrant to each other that they will consistently adhere to their respective obligations under the Data Protection Act 1998, applicable up to and excluding May 25, 2018, and subsequently, the General Data Protection Regulation ((EU) 2016/679) (GDPR) as amended.

14.2 Recognition of Roles

The Parties recognize that, for GDPR purposes, the Purchaser acts as the Data Controller, and the Company serves as the Data Processor (as defined in the GDPR).

14.3 Appointment of Data Processor

In executing the Company's obligations under the Contract, which may involve the processing of personal data, the Purchaser appoints the Company as its data processor for the specified purposes of the Contract.

14.4 Ensuring Lawful Data Transfer

The Purchaser ensures the presence of all requisite consents and notices, facilitating the lawful transfer of personal data to the Company during the duration and for the purposes outlined in the Contract.

14.5 Data Processing Obligations

Without prejudice to the generality of this Clause 14, the Company, concerning any personal data processed in connection with its obligations under the Contract, agrees to:

- **Processing Based on Instructions:** Process personal data solely based on written instructions from the Purchaser, except where required by applicable laws.
- **Technical and Organizational Measures:** Implement suitable technical and organizational measures, subject to the Purchaser's approval, to safeguard against unauthorized or unlawful processing of personal data, as well as accidental loss, destruction, damage, considering the potential harm and nature of the data.

- Confidentiality Obligations: Bind all personnel with access to or involved in the processing of personal data to confidentiality obligations.
- Data Transfer Conditions: Not transfer personal data outside the European Economic Area without the prior written consent of the Purchaser, and subject to fulfilling specified conditions, including providing appropriate safeguards and compliance with the Purchaser's instructions.

14.6 Third-Party Processor Consent

The Purchaser consents to the Company appointing specified couriers, outlined in the Company's Privacy Policy (as amended), as third-party processors of personal data under the Contract.

By entering into this Contract, the Purchaser acknowledges and accepts these terms set forth by the Company.