

Terms & Conditions

Updated 15th July 2014

Definitions	<i>"Company"</i> means Ledlight Group AS, registered in Horten, Norway. <i>"Product"</i> or <i>"Products"</i> means CrystalLed™ luminaries manufactured by the company. <i>"Customer"</i> means a buyer who orders products from the company. A distributor or a preferred partner of the company is defined as a customer. <i>"Parties,"</i> means customer and company jointly.
General	<i>These terms & conditions together with a valid written offer from the company, or together with a signed contract between the parties, or an order without reference to an offer or a contract placed from the customer to the company, regulate the transaction where the customer buys products from the company. In case of inconsistencies between these terms and the offer from the company, the terms in the offer shall apply. In case of inconsistencies between these terms and a signed contract between the parties, the terms in the contract shall apply. In case of inconsistencies between an order without reference to an offer or a contract, and these terms, these terms shall apply.</i>
Orders	<i>Only written orders are accepted, preferably using the company order form. An order is binding for the customer when the company has received the order. The company shall upon receiving an order, issue an order confirmation to the customer. Cancellation of orders, or reduction of product quantities in orders is not allowed, unless the company gives its written consent. An increase in quantities related to a delivery shall be issued as a new order. Goods ordered are non-returnable, except in the case of a valid warranty claim, in which case warranty terms specified below apply.</i>
Delivery Time	<i>Products are normally shipped within 4 weeks after date of received order, unless a different delivery time is specified in order confirmation from the company. Partial deliveries are allowed, and shall be informed by the company to the customer prior to shipping. Delivery times are estimates, and company is not liable for delays in delivery.</i>
Delivery Terms	<i>Ex Works company premises, Horten, Norway according to Incoterms 2010. Customer pays transport charges. Where the company, as a service for the customer, arranges transport of the goods, an administrative handling fee of 20% is added on the actual shipping costs from the freight company. The risk associated with shipment of the goods is in all cases Ex Works according to Incoterms 2010. Upon receiving the products, customer shall inspect the products promptly, and at the latest 7 days after receiving the products. Any damages to the products, or discrepancies in shipment quantities must be reported within 14 days of shipment date.</i>
Payment Terms	<i>100% upon order, unless agreed otherwise between the parties. Late payment is charged with interest of 9% p.a. from due date of invoice. Offset against other invoices, orders, or warranty claims, or deduction of payment is not accepted. In the case of payment default by the customer, the company is entitled to costs, fees and expenses related to collection of the outstanding amount.</i>
Price	<i>Price means price stated in the order confirmation. The price excludes all taxes and fees, including but not limited to VAT, duties, insurances, customs, local charges, import fees, withholding taxes, and similar taxes in respect of the transaction. Such taxes and fees are the responsibility of the customer.</i>
Ownership of goods	<i>Ownership of the goods shipped remains with LLG until full payment has been received.</i>
Confidentiality	<i>The parties shall not disclose confidential information of the other party, except when required to do so by law. Confidential information means any technical, financial information, including offers, pricing or product information not available publically. Publicity, e.g press releases or similar, relating to a transaction, are to be agreed between the parties prior to public announcements.</i>
Intellectual Property Rights	<i>The title to the intellectual property rights of the product is and remains at all time exclusively the company's. The customer has no right to use, disclose, copy, or otherwise dispose of the intellectual property rights. Intellectual property rights means all copyright, trade marks, patents, service marks, registered designs, utility models, unregistered design marks, trade or business names, database rights, any rights in any invention, discovery or process and confidential information or know-how and documentation (including, but not limited to, drawings relating to the manufacture, assembly and use of the products and sales and promotional literature relating to the products) which in any way relates to the products. Relabeling the products, removal or defacing the product labels, trademarks, numbers, instructions, source of origin, or warnings issued by the company is not allowed.</i>
Warranty terms	<p><i>The warranty period for the product is Sixty (60) months, valid from the invoice date and covers workmanship and material defects, under normal use and service of the product. The warranty does not apply to defects or damages resulting from:</i></p> <ul style="list-style-type: none"> <i>a) Use of the product other than in normal customary and authorized manner, misuse, accident, neglect, vandalism, or acts of God.</i> <i>b) Unauthorized or improper storage, testing, installation, disassembly, repair, alteration, modification, tampering, or adjustments of the product</i> <i>c) Normal wear and tear, maintenance and repair issues</i> <i>d) Defects due to extreme conditions e.g. thunder lightning, fire, civil disturbances, power surges, improper power supply, ingress or bad ventilation.</i> <i>e) Defects due to compatibility issues between the product and installation environment</i> <p><i>It is the customer's responsibility to ensure that installation is done by authorized and professional personnel according to relevant rules, norms, standards, and in accordance with installation instructions for the product.</i></p> <p><i>To assert a warranty claim, the customer must notify the Company in writing of the claim, promptly and at the latest 30 days after first detecting the assumed defect. All available evidence, and other relevant information relating to the claim shall be submitted to the company. Representative product samples shall be submitted to the company, if so requested by the company. Transport charges shall be covered by the customer, and be reimbursed by the company to the customer if warranty claim is confirmed to be valid, see below. Upon receipt of the claim, the company will investigate the warranty claim. If this investigation confirms a valid warranty claim, determined by the company in its sole discretion, the company will, at its option, either repair the defective product (or parts thereof), or replace it with the same or equivalent product (or parts thereof) and return them to the customer, transport charges paid. This action will be the full extent of the company's liability and constitutes sole remedy for the customer. For sake of clarity, the warranty is limited to repair or replacement of the product itself, and excludes any and all field labor costs, installation costs, dismantling costs, re-installation costs, service charges, direct loss, consequential loss related to use of the product. Repaired or replaced product and parts are warranted for balance of the original applicable warranty period. The company reserves the right to disclaim all warranties not stated in this limited warranty.</i></p>
Limitation of liability	<i>Except as required by law, any liability of the company shall aggregately maximum be limited to price of the product and the company shall not be responsible for any injury, damage, business interruption cost, loss of profit, loss of revenues, promotional or reputation loss, incidental, indirect or consequential loss of any kind, or any loss whatsoever caused directly or indirectly by the products, whether as a result of their operation or use or otherwise and whether as a result of any defect in them or otherwise. Where technical assistance or advice is offered or provided by the company (as the case might be e.g. in light design simulations or installation advice), such assistance or advice is given only as an accommodation to the customer. Company shall not be held liable for such assistance or advice, nor shall any statement made by any representative of the company in relation to the products constitute a representation or a warranty.</i>
Force Majeure	<i>Company shall not be liable for any failure to perform when such failure is due to circumstances beyond its control. Circumstances beyond the control of the company shall be deemed to include, but not limited to, acts of God, governmental action, accidents, labor trouble, and inability to obtain materials, equipment or transportation.</i>
Governing law	<i>These terms & conditions are governed by Norwegian law</i>