

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF USHIO U.K. Ltd.

1. General

These general terms and conditions apply to all sales and deliveries, services and other legal commitments binding Ushio U.K. Ltd. Any terms or conditions on the part of the purchaser that are contrary to these general terms and conditions shall not be binding on us, even if they form the basis of the order.

Collateral agreements as well as modifications, amendments or additions to the contract or general terms and conditions shall be valid only when confirmed by us in writing.

2. Offers

All our offers shall be non-binding. A binding contract shall only be formed if and to the extent that the same has been confirmed by us in writing, at or before the time we start to perform our obligations under such contract.

3. Measurements, weights, illustrations and technical data

All measurements, weights and technical data as mentioned in our offers, catalogues, stock lists, brochures and other advertising material and sales documentation, as well as illustrations included therein, are estimates and are non-binding unless we have expressly provided to the contrary. We retain all copyrights with respect to illustrations, drawings, schedules and designs provided by us as well as in general with respect to all that we publish. Without our permission none of our publications or the contents thereof may, in whole or in parts and in whatever form, be provided to third parties.

4. Prices

Prices quoted by us are non-binding and shall be based on the factory prices, exchange rates, import duties and similar duties, insurance premiums, freight charges, margin arrangements and similar factors at the time of the quotation. In the event of an increase in one or more of these factors prior to delivery, we reserve the right to increase any prices, without prior notice, unless otherwise has been agreed in writing. All prices quoted are exclusive of VAT.

5. Delivery

Unless agreed otherwise, deliveries shall be on the condition Delivered Duty Paid (Incoterms). We reserve the right to separately charge the costs of transport and a handling charge, in accordance with the then applicable tariffs, for orders which do not exceed a gross value (exclusive of VAT), to be decided by us from time to time.

6. Delivery schedules

Delivery schedules quoted by us are non-binding and shall only be estimates, unless a certain delivery schedule has been guaranteed by us in writing. We shall use our reasonable endeavours to meet our quoted delivery schedules. If we fail to meet such quoted delivery schedules, whatever the cause may be, we shall not be obliged to pay the purchaser any damages in respect of losses incurred by it or third parties as a result of such failure and neither will the same give the purchaser a right to terminate the relevant contract, suspend any of its obligations under any contract, nor release it from any of its obligations under that or any other relevant contract. We are authorised to deliver orders in whole or, as the products become available from time to time, in part. In case of delivery in part we are entitled to submit an invoice with respect to such partial delivery and to request payment therefore in accordance with these general terms and conditions. Without prejudice to the foregoing, where the purchaser calls for delivery by instalments, the purchaser shall as far as is possible request such instalments in equal quantities at regular intervals. If this does not occur, the purchaser - without further notice on our part being necessary - will be in default.

7. Suspension and termination

If the purchaser fails to comply with any of its obligations under any contract- including but not limited to its payment obligations or has failed to accept delivery of the products - we shall always be entitled, without further notice or court intervention being necessary, to terminate the relevant contract, or suspend performance of any of our obligations under any contract, without prejudice to any claim to damages we may have and to terminate on the same basis all other contracts with the purchaser, to the extent that such contracts have not yet been performed. Each termination by us shall cause all sums due to us under the relevant contract(s) to become payable immediately.

8. Payment

Payment of our invoices must be made at all times in full without any deduction, withholding or set-off within thirty days after the date of the invoice, in accordance with the instructions for payment on the invoice, which means directly into our bank account. If the purchaser fails to make any payment when due under any contract, then the purchaser shall be charged interest on the amounts outstanding at the rate of 1% per month. Such interest shall accrue from day to day from thirty days from the date of the invoice.

If we deem it necessary to engage third parties to collect our debts, all costs thereof shall be fully payable by the purchaser, with a minimum of 15% of the overdue amount. Where a court fully or substantially awards final judgement against the purchaser, the purchaser shall be under a duty to reimburse us for all judicial costs incurred at trial and appellate levels, including any amounts not awarded by the court. We reserve the right at all times to demand adequate security for timely payment. We shall also be entitled, if we deem fit, to insist on payment in cash on delivery.

9. Retention of title

Risk in the products shall pass to the purchaser on delivery. Notwithstanding delivery and the passing of risk, we shall retain title to all products delivered or to be delivered until the purchaser has paid us in full in respect of the purchase price, the costs of work done with respect to the sold products and interest and/or costs of collecting any overdue amounts. The purchaser shall, as long as the products are our property, carefully store the same separate and clearly identified as our property. The purchaser is entitled to resell the purchased products in the ordinary course of business. If we so demand, the purchaser shall establish a pledge in our favour over any claims that it acquires as a result of such resale.

If the purchaser fails to comply with any of its obligations under any contract(s) concluded with us or if we have good reason to believe that the purchaser will not comply with such obligations, we shall have the immediate right to repossess the products to which we have retained title, and the purchaser hereby grants an irrevocable right to us, our servants and agents to enter, without prior notice, upon all or any premises at which the products are stored for such purpose. If any third parties claim rights with respect to products to which we have retained title, the purchaser shall immediately notify us. In such case we shall be entitled to take back the products and store the products elsewhere. All costs incurred by us in repossessing the products and, where applicable, storing the same, shall be payable by the purchaser. Upon such repossession we shall be entitled to demand specific performance (at our discretion, in combination with the granting of adequate security for the purchaser's payment obligations) or to terminate the contract and credit the purchaser with an amount in respect of the value which we, at our sole discretion, attribute to the products, less all costs related to the repossession of the products and without prejudice to our right to claim damages.

10. Guarantee

In respect of products delivered by us we give the purchaser only those guarantees which have been given to us by our suppliers subject to the same conditions. Further guarantees shall only be given where agreed by us in writing. No guarantee is given with respect to breakage. All guarantees given by us shall extend only to an obligation to replace any non-conforming products or to refund the purchase price therefore. We shall not in any event be obliged to pay to the purchaser any further sums in respect of damages or otherwise, including consequential damages, in connection with any default under any contract or on the basis of any wrongful act, save that we accept liability for death or personal injury caused by our negligence.

11. Claims

Claims concerning any non-conformity in the products must be reported in writing within 24 hours after the non-conformity is discovered or reasonably should have been discovered. Claims concerning breakage must be reported within 24 hours after delivery. Claims with respect to visible defects in products collected from our storage centres must be made at the time of delivery. Verbal claims and claims made after abovementioned periods will not be accepted. The making of a claim does not give the purchaser the right to withhold payment with respect to the relevant invoice.

12. Return products

It's not permitted to return products delivered by us, unless we have agreed in writing. In the case purchaser has to deliver the products for his expenses to our delivery address. Goods returned without proper documentation or when the content is not original will not be accepted and returned for the expense of the supplier.

Customers are responsible for the disposal of lamps conform legal standards. Discharge lamps at the end of their lifecycle, being delivered after 01.07.2006, can be returned for destruction or recycling conform the WEEE directory. These products must be returned for the expense of the purchaser to our delivery address under the D.D.P. condition (Incoterms).

13. Force Majeure

We shall not be liable for any delay in performing or failure to perform our obligations under any contract to the extent that and for so long as the delay or failure results from any cause or circumstance that cannot be attributed to us and/or any circumstance in which our performance cannot reasonably be required (which cause or circumstance shall be referred to as an "event of force majeure"), including but without limitation any failure to deliver caused by any act or omissions of our suppliers, for whatever reason. If any such event of force majeure occurs, the date(s) of our affected obligations shall be postponed for as long as the event of force majeure continues. If any event of force majeure continues for a period of or exceeding three months, we shall be entitled to terminate the relevant contract in whole or in part to the extent that such contract has not been performed, without being liable for damages. In the event of a partial delivery, the purchaser shall be under an obligation to pay a proportional part of the agreed price.

14. Choice of law, disputes

These terms and conditions shall be governed by and construed in accordance with English law and we and the purchaser hereby submit irrevocably to the exclusive jurisdiction of the English courts with respect to any dispute arising between us. Disputes shall be submitted to the competent court in London, without prejudice to our right to submit the dispute to any court that would have been competent in the absence of this choice of forum.