



CUCUMBER LIGHTING CONTROLS TERMS AND CONDITIONS

(Please read in conjunction with our Warranty, Privacy Policy and EULA Policies)

1.1. The following definitions and rules shall apply:

"Company" means Cucumber Lighting Controls Limited (company registration number 13980658) whose registered office is 3 Coventry Innovation Village, Cheetah Road, Coventry, West Midlands, United Kingdom, CV1 2TL, and/or any of its associated companies;

"Contract" means any contract made between the Company and the Customer for the sale of the Products, incorporating Company Quotation; Order Acknowledgement and these Terms and Conditions;

"Customer" means the person, firm or company who wishes to purchase the Products, as identified in the Order;

"Customer Information" means information provided by a Customer;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Effective Date" means the date that this Agreement takes effect, as set out in the Order Acknowledgment;

"Intellectual Property Rights" means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights, rights in software, topography rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world now or in the future;

"Materials" means any documents, drawings, plans, written specification details, or any information regarding the Project, Design and Specification, Product(s) and/or the Intellectual Property Rights of the Company, in whatever media or format;

"Order" means any order placed by the Customer for purchase of the Products, which is subject to these Terms and Conditions;

"Order Acknowledgment" means the Acknowledgment of the Order placed by the Customer, sent by the Company by email or any other format, in accordance with these Terms and Conditions;

"Price" means the price of the Products payable by the Customer to the Company, as confirmed in the Company's Order Acknowledgment;

"Products" means sensors of any type, system component or any other products or services that the Company agrees to sell to the Customer, as identified in the Order Acknowledgment;

"Quotation Price" means the price contained within the Company's Quotation for the provision of Products to be sold to the Customer;

"Quotation" means the Quotation produced by the Company, provided to the Customer, in relation to the provision of Products (as detailed within the Quotation);

- 1.2. All headings are for ease of reference only and shall not affect the construction of this Contract.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. Words in the singular include the plural and in the plural include the singular.
- 1.5. These Terms and Conditions shall prevail over any other terms which are inconsistent (whether directly or indirectly) with this Contract, and the Company supplies Products only on the basis that the terms of this Contract override any other terms referred to by the Customer under any purchase order, order acknowledgement/confirmation, specification or other document.
- 1.6. These Terms and Conditions shall apply to the sale and purchase of all Products.

2) Order for Products and Description

- 2.1. Subject to any variation agreed in accordance with Clause 2.2 below, the Contract between the Company and the Customer shall be governed exclusively by these Terms and Conditions. Any terms or conditions which the Customer purports to apply or incorporate under any purchase order, acknowledgement or confirmation of order, specification or other document shall not form part of the Contract and shall have no effect, unless expressly agreed in writing by the Company in accordance with Clause 2.2. The acceptance or processing of a Customer's purchase order, or any reference to such purchase order or other document by the Company, shall not constitute acceptance of any terms or conditions contained in it.
- 2.2. These Terms and Conditions apply to all the Company's sales and any variation to these Terms and Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by the CEO of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this clause shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.3. No Order placed by the Customer shall be deemed to be accepted by the Company until the Company has issued written acknowledgement of the Order by way of an Order Acknowledgment, or (if earlier) the Company delivers the Products.
- 2.4. An Order Acknowledgment is valid for a period of 30 days from its date, provided that the Company has not previously withdrawn it.
- 2.5. In the absence of a written undertaking to the contrary, the Company may vary or modify the design specification or finish of the Products without prior notice to the Customer.
- 2.6. The quantity and description of the Products shall be as set out in the Company's documentation including any Design and Specification documents if applicable, provided to the Customer by the Company. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or its website, are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and sales under this Contract shall not be a sale by sample.
- 2.7. The unit sizes, weights, dimensions, quality and other descriptions of the Products are subject to change and the Company shall not be responsible for any slight variations of the unit sizes, weights, dimensions, quality and other descriptions of the Products if such differences are less than 5% of the total description of the Products ("Tolerances").

2.8. The Company is on a continual drive to develop and improve products. The Company reserves the right to change all specifications without prior notification. However the Customer does not have to accept Products that do not reasonably comply with the Contract should a change be made.

3) Prices

3.1. The Price for the Products will be the Price as stated in the Order Acknowledgment of the Company;

3.2. Unless otherwise stated all Prices are exclusive of VAT, or any other taxes or charges not specifically quoted by the Company. In addition to the quoted Price, the Customer will be liable to meet any additional cost of the Company resulting from changes in costs of supplying the Products between the date of the Order Acknowledgment provided by the Company and the date of supply, including (but not limited to) the increase in the cost of labour, materials and transport.

3.3. Where supply by the Company involves export from the UK, the Products will be sold Ex Works (as defined in the Incoterms 2020), unless otherwise agreed and confirmed in the Order Acknowledgment (in accordance with these Terms and Conditions) and the Customer will pay the cost of packing and any other charges accruing at the time of dispatch of the Products as identified in the Order Acknowledgment.

3.4. Where the total Order value is less than £100, the Company may charge any additional handling charge not exceeding 25% Order value.

4) Delivery and Performance

4.1. All dates quoted for delivery of the Products are estimates only, and time shall not be of the essence.

4.2. In the event of deferment or non-acceptance of delivery after notification to the Customer that the Products are ready for dispatch, the Company may levy a demurrage charge for the Products in which such a deferment takes place and the Company may charge the Customer for any relevant delivery costs for the Products.

4.3. Subject to the other provisions of these Terms and Conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 30 days.

4.4. If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

4.4.1. Risk in the Products shall pass to, or where it has already passed in accordance with Clause 5 shall remain with, the Customer (including for loss or damage caused by the Company's negligence);

4.4.2. The Products shall be deemed to have been delivered; and

4.4.3. The Company may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.5. The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

4.6. The quantity of any consignment of Products as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

4.7. The Company shall not be liable for any non-delivery of Products (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within three (3) days of the date when the Products would in the ordinary course of events have been received.

4.8. Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

4.9. In accordance with the Ex Works Incoterms, the Customer shall be responsible for obtaining, at its own cost, such import licences and other consents in relation to the Products as are required from time to time to take effect from the time the Customer takes delivery of the Products in accordance with the Ex Works Incoterms and these Terms and Conditions. If required by the Company, the Customer shall make those licences and consents available to the Company prior to the relevant shipment.

5) Risk

5.1. Risk in the Products shall pass to the Customer when the Products are collected from the Company's premises by the Customer, the Customer's carrier or courier, or a carrier or courier arranged by the Company for delivery to the Customer. From the point at which the Products are collected and taken into the possession of the relevant carrier or courier, the Products shall be at the Customer's risk.

5.2. Where the Products are supplied Ex Works (as confirmed in the Order Acknowledgment), risk in the Products shall pass to the Customer in accordance with the applicable Ex Works Incoterms 2020.

5.3. Notwithstanding the passing of risk to the Customer under Clauses 5.1 or 5.2, title to and ownership of the Products shall remain with the Company until the Customer has paid in full all sums due to the Company in accordance with Clause 7.

6) Payment

6.1. Unless otherwise specified by the Company in writing, payment is due as follows:

6.1.1. For account Customers (where Customers hold an account upon the written approval of the Company), payment is due within the credit period on or before the 30th day of the month following the date of the invoice or as agreed between the parties in writing and detailed on the Company's statement.

6.1.2. Customers who do not hold an account with the Company will be required to make payment upon delivery of the Products in cleared funds, in advance of delivery of the Products against a pro-forma invoice, as confirmed by the Company at the time the Customer places its Order for the Products with the Company and set out in the Order Acknowledgment.

6.2. Time for payment shall be of the essence.

6.3. No payment shall be deemed to have been received until the Company has received full and cleared funds.

6.4. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

6.5. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

6.6. If the Customer fails to pay the Company any sum due pursuant to the Contract, the Company shall be entitled to charge interest to the Customer on such sum from the due date for payment at the annual rate of 8% above the Bank of England base rate from time to time in force, accruing on a daily basis until payment is made in full, whether before or after any court judgment is obtained. The Company also reserves the right to recover reasonable costs of debt recovery as permitted under the Late Payment of Commercial Debts (Interest) Act 1998.

6.7. All payments by the Customer shall be payable in the currency specified by the Company in the Quotation, or in the Order Acknowledgment (the Order Acknowledgment taking precedence in the event of any conflict).

7) Title

7.1. Risk in the Products shall pass to the Customer in accordance with Clause 5. Title to and ownership of the Products shall remain with the Company until payment has been made in full in accordance with the provisions of this Clause.

7.2. Title in the Products supplied by the Company shall remain vested in the Company until the Customer has paid in full (in cash or cleared funds) all sums due to the Company in respect of:

7.2.1. For Products contained in a relevant Order; and

7.2.2. For any other sums which are or which become due to the Company from the Customer at any time.

7.3. Subject to Clause 7.5, title to and ownership of the Products shall remain with the Company until payment has been received in full in accordance with Clause 7.2. The Customer may, however, resell or supply the Products in the ordinary course of its business before ownership has passed to it, subject to the provisions of Clause 7.5.

7.4. Until ownership of the Products has passed to the Customer, the Customer shall:

7.4.1. Store the Products (at no cost to the Company) separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

7.4.2. Not deliberately destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

7.4.3. Maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

7.5. The Customer may resell the Products before ownership has passed to it solely on the following conditions:

7.5.1. Any sale shall be effected in the ordinary course of the Customer's business at full market value; and

7.5.2. Any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

7.6. The Customer's right to possession of the Products shall terminate immediately if:

7.6.1. The Customer has a bankruptcy order made against him/her or makes an arrangement or composition with his/her creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory)

except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.6.2. The Customer suffers or allows any execution, whether legal or equitable, to be levied on his/her/its property or obtained against him/her/it, or fails to observe or perform any of his/her/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.6.3. The Customer encumbers or in any way places a charge over any of the Products.

7.7. The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company. All reasonable expenses incurred by the Company to collect outstanding payments will be passed to the Customer for reimbursement.

7.8. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

7.9. Where the Company is unable to determine whether any Products are the Products in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all Products of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

7.10. On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Clause 7 shall remain in effect.

8) Warranty and Liability

8.1. Provided that the Customer has paid in full for the Products not later than the dates due for payment as set out in Clause 6 above, and has properly stored, installed, used and maintained the Products (including applying all required software updates) in accordance with any instructions given by the Company, the Company shall, subject to the provisions of this Clause 8, replace or credit, at the Company's discretion and without charge, any Products which become faulty by reason of defective materials or workmanship (other than minor defects) within a period of seven (7) years from the date of the relevant invoice ("Warranty Period"). If the Company so requests, the Customer shall, at the Customer's expense, return the faulty Products, or the relevant part of such Products, to the Company for inspection prior to any replacement or credit being provided.

8.2. The Company warrants that (subject to the other provisions of these Terms and Conditions) on delivery, the Products (hardware only) shall:

8.2.1. Be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (or any superseding legislation);

8.2.2. Be reasonably fit for any particular purpose for which the Products are being bought if the Customer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgment of the Company.

8.3. The Company shall not be liable for a breach of the warranties in Clause 8.2 unless:

8.3.1. In the case of any defect or damage which is apparent on delivery, the Customer gives written notice to the Company within fourteen (14) days of delivery;

8.3.2. In the case of any defect which is not apparent on delivery but which arises or becomes apparent during the Warranty Period, the Customer gives written notice to the Company within seven (7) days of the Customer becoming aware, or when it ought reasonably to have become aware, of the defect; and

8.3.3. The Company is given a reasonable opportunity, after receiving such notice, to examine the Products and, if requested by the Company, the Customer returns the Products to the Company's place of business, at the Customer's expense, for examination.

8.4. The Company shall not be liable for a breach of the warranties in Clause 8.2 if:

8.4.1. The Customer makes any further use of such Products after giving such notice; or

8.4.2. The defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance (including software updates) of the Products or (if there are none) good trade practice; or

8.4.3. The Customer alters or repairs such Products without the written consent of the Company.

8.5. Where the Company accepts that a Product is defective and that the defect is covered by the warranty set out in this Clause 8, the Company shall, at its discretion, replace the defective Product or issue a credit in respect of the defective Product. Subject to Clause 8.7, the replacement of the defective Product or the issue of a credit shall constitute the Company's entire liability in respect of that warranty claim.

8.6. Subject to Clause 8.7, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, business, revenue, anticipated savings, production, contract or business opportunity, goodwill or reputation, or for any indirect or consequential loss, arising out of or in connection with the Contract, the Products or their use.

8.7. Nothing in these Terms and Conditions shall exclude or limit the Company's liability for death or personal injury caused by its negligence, liability under section 2(3) of the Consumer Protection Act 1987 (where applicable), fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

8.8. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

8.9. Subject to Clauses 8.6 and 8.7, the Company's total aggregate liability to the Customer arising out of or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Price payable by the Customer for the Products under the relevant Order.

9) Third Parties

9.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provisions of this Contract, this Contract is intended to be between the Company and the Customer and is not intended to, and does not, give any person who is not a party to it any right to enforce its provisions.

10) Intellectual Property Rights

10.1. Where work is carried out by the Company to the Customer's specifications, drawings or other description, the Customer shall indemnify the Company against all claims in respect of which the Company may be liable and all costs and expenses incurred by the Company in respect of such claims arising out of an infringement or alleged infringement of any patent, registered design or other Intellectual Property Right by any party.

10.2. The Customer acknowledges that the Company owns, or has licensed to it, all Intellectual Property Rights in and to the Products, including but not limited to the designs, drawings, pictures, technical briefs, know-how and descriptions for the Products, together with the trade marks in connection with the Products.

10.3. The Customer further acknowledges that it has no rights in or to the Intellectual Property Rights in any of the Products supplied by The Company or any designs, drawings, pictures, technical briefs, know-how or descriptions for any of the Products and it shall not be entitled to use any part of any specification or description document that refers to, or describes, any of the Intellectual Property Rights belonging to the Company or disclose details of such Intellectual Property Rights to any other third party.

10.4. The Customer shall not deface, change and/or modify any of the packaging for the Products and/or any markings on the Products that may exist, including (but not limited to) any trade marks or other logos or markings on the packaging of the Products and/or the Products themselves.

11) Force Majeure

11.1. The Company reserves the right to defer the date of delivery, cancel the Contract or reduce the volume of Products ordered by the Customer if it is prevented from or delayed in carrying on its business due to circumstances beyond its reasonable control, including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or failure of telecommunications networks or transport systems. If such circumstances continue for a continuous period of more than six (6) months, either party may terminate the affected Contract by giving written notice to the other party.

12) Termination

12.1. This Contract shall commence upon the Company accepting the Order by way of forwarding to the Customer its Order Acknowledgment in accordance with these Terms and Conditions and shall continue until the performance of the parties' respective obligations have been completed under the Agreement.

12.2. Notwithstanding Clause 12.1, this Contract can be terminated earlier by the Company immediately on notice in writing to the Customer if the Customer:

12.2.1. Commits a material breach of this Contract which is not remedied (if capable of remedy) within 30 days from receiving notice of such breach from the Company;

12.2.2. Passes a resolution or makes a determination for it to be wound up, has a winding-up order or bankruptcy order made against it, has an administrator or administrative receiver appointed, ceases or suspends payment of its debts or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or ceases (or threatens to cease) to carry on business.

12.3. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of either party which have accrued up to the date of termination or expiry, including the Customer's

obligation to pay any sums due to the Company. Any provision of these Terms and Conditions which expressly or by implication is intended to continue in force after termination or expiry shall remain in full force and effect.

13) Return of Goods

13.1. Products supplied to the Customer may not be returned without the prior written consent of the Company. Where the Company agrees to accept the return of Products which are not defective and were not supplied in error by the Company, the Company reserves the right to apply a reasonable handling or restocking charge. The Company may, at its discretion, waive such charge.

14) Waste Electrical and Electronic Equipment Regulation

14.1. The Company complies with the Waste Electrical and Electronic Equipment Regulations 2013 ("WEEE Regulations") and is a member of a compliance scheme operated by Electrolink (a division of Wastepack).

14.2. To the extent permitted by the WEEE Regulations, the Customer shall be responsible for the obligations relating to the collection, treatment, recovery and environmentally sound disposal of the Products at the end of their life, together with all associated costs and expenses. In particular, the Customer shall:

14.2.1. be responsible for the collection, treatment, recovery and disposal of the Products in accordance with the WEEE Regulations and for all associated costs;

14.2.2. provide the Company and/or Electrolink with such information and data as may reasonably be required for the Company to comply with its obligations under the WEEE Regulations; and

14.2.3. comply with such reasonable requirements as the Company may notify to the Customer from time to time in connection with the Company's obligations under the WEEE Regulations.

15) General

15.1. Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of the Contract.

15.2. Assignment:

15.2.1. The Company may assign the Contract or any part of it to any person, firm or company.

15.2.2. The Customer shall not assign the Contract or any part of it without the prior written consent of the Company.

15.3. Notices:

15.3.1. Any notice or other formal communication given under or in connection with the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post. Order Acknowledgments may also be sent by the Company to the Customer by email.

15.3.2. Notices to the Company shall be sent to its registered office, or such other address as the Company may notify to the Customer in writing, and shall be marked for the attention of the CEO.

15.3.3. Notices to the Customer shall be sent to its registered office (if it is a company) or, in any other case, to the Customer's address stated in the Contract or such other address as the Customer may notify to the Company in writing.

15.3.4. A notice shall be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or, if sent by pre-paid first-class post, two Business Days after posting.

15.4. Confidentiality:

15.4.1. Each party ("Recipient Party") shall, and shall procure that its employees, agents, external advisers and representatives ("Representatives") shall, keep confidential all confidential information received from the other party ("Disclosing Party"), use at least a reasonable degree of care to protect such information, and shall not disclose it to any third party without the prior written consent of the Disclosing Party, except to its Representatives to the extent reasonably necessary for the purposes of the Contract.

15.4.2. The Recipient Party shall use the Confidential Information only for the purposes of performing or receiving the benefit of the Contract and shall use reasonable endeavours to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 15.4.

15.4.3. Upon reasonable request by the Disclosing Party, and in any event on termination of the Contract, the Recipient Party shall use reasonable endeavours to return or destroy Confidential Information in its possession or control, except to the extent that its retention is required by applicable law, regulation or a competent authority.

15.4.4. The obligations in this Clause 15.4 shall not apply to information which the Recipient Party can demonstrate: was lawfully in its possession before disclosure by the Disclosing Party; becomes publicly available other than through a breach of this Contract; is independently developed without use of the Confidential Information; or is required to be disclosed by law, regulation or a competent authority.

15.5. Waiver: No waiver or forbearance by the Company, whether express or implied, in exercising or enforcing any right under the Contract shall prevent or restrict the Company from exercising or enforcing that or any other right in the future.

15.6. Anti-Bribery Compliance:

15.6.1. In connection with the Contract, the Customer shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including the Bribery Act 2010, and shall not offer, promise, give, request, agree to receive or accept any bribe or otherwise commit an offence under applicable anti-bribery legislation.

15.6.2. The Customer shall promptly notify the Company of any request or demand for any undue financial or other advantage received by it in connection with the performance of the Contract and shall use reasonable endeavours to ensure that its employees, agents, subcontractors and other representatives involved in the performance of the Contract comply with this Clause 15.6.

15.6.3. Any breach of this Clause 15.6 shall constitute a material breach for the purposes of Clause 12.2.

15.7. Modern Slavery:

15.7.1. Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including the Modern Slavery Act 2015, and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of that Act if carried out in the United Kingdom.

15.7.2. Each party shall maintain such policies and procedures as are appropriate to ensure its compliance with this Clause 15.7.

15.7.3. A material breach of this Clause 15.7 shall entitle the other party to terminate the Contract immediately by written notice.

15.8. Design Responsibility: The Customer acknowledges and agrees that, unless expressly agreed otherwise in writing, the Company acts solely as a supplier of Products and/or services and does not assume responsibility for the overall design, specification, integration, suitability, performance, regulatory compliance or fitness for purpose of any system, installation or project into which the Products or services are incorporated. Any drawings, layouts, calculations, recommendations, specifications, performance data or other technical assistance provided by the Company are provided for general informational purposes only and may be based on information supplied by the Customer, the accuracy and completeness of which the Company is entitled to rely upon without independent verification. The Customer shall remain responsible for reviewing and approving all designs, specifications and project requirements, obtaining all necessary approvals and permits, ensuring compliance with all applicable laws, regulations and standards (including the Construction (Design and Management) Regulations 2015 where applicable), and determining the suitability of the Products and services for the Customer's intended application or use. The Company shall not be deemed to assume any design responsibility, duty-holder role or professional design obligation unless expressly agreed in advance and in writing.

16) CUCUMBER LIGHTING CONTROLS COMMISSIONING TERMS AND CONDITIONS

16.1. Order and Booking:

16.1.1. The Customer must place an order for commissioning before any site attendance by Cucumber Lighting Controls ("CLC") engineers can be scheduled or confirmed for commissioning works, site attendance, training or any other works.

16.2. Notice of Site Attendance

16.2.1. The Customer must provide CLC with a minimum of 15 working days' notice of any requirement for site attendance for commissioning works. This notice period may be increased or reduced by CLC, subject to engineer availability.

16.2.2. Any verbal request for site attendance must be confirmed in writing a minimum of 15 working days before the requested attendance date(s). Failure to provide such written confirmation may result in the requested date(s) being released and may cause delays to site attendance.

16.2.3. CLC will endeavour to meet the Customer's requested attendance date(s), although these cannot be guaranteed. Attendance date(s) will be confirmed by mutual agreement between the Customer and CLC.

16.3. Site Representative and Electrical Works

16.3.1. The Customer must provide a site representative as the main point of contact for CLC. The site representative will be required to witness and sign off the lighting control and/or network system upon completion of the commissioning works.

16.3.2. CLC commissioning and/or maintenance engineers will comply with the applicable site rules, health and safety requirements and procedures notified to CLC by the Customer, main contractor, electrical contractor and/or facilities management ("FM") provider, as applicable, together with CLC's own standard working practices and applicable health and safety legislation. The Customer shall ensure that CLC is informed of all applicable site-specific requirements before or upon attendance at the site.

16.3.3. CLC engineers will not carry out any high-voltage ("HV") or low-voltage ("LV") electrical works. Their role is limited to the inspection and commissioning of CLC products using Bluetooth wireless communications and/or system networks via a PC, tablet and/or mobile handset.

16.3.4. Any electrical work required, including electrical isolation where necessary, must be undertaken by the supervising electrical contractor and/or a competent person appointed by the Customer and accompanying the CLC engineer during the site visit. Such works will be carried out at no cost to CLC.

16.4. Site Inductions

16.4.1. The Customer must advise CLC of any site induction requirements a minimum of 15 working days before the proposed site attendance date.

16.4.2. CLC will allow up to one hour for site induction within the commissioning cost. Where additional time or travel is required to complete commissioning as a result of an extended induction process, CLC reserves the right to charge for the additional time and/or travel.

16.5. Unrestricted Site Access

16.5.1. CLC commissioning engineers must be provided with unrestricted access to all areas where commissioning is required.

16.5.2. The Customer must ensure that keys, access cards, codes or other means of access are readily available for locked areas and that access can be provided without delay to the commissioning works.

16.5.3. Where a Customer representative is required to provide access or attend the site for any other reason, such attendance must be provided promptly to prevent delays and at no additional cost to CLC.

16.6. Working Hours and Attendance Rates

16.6.1. Standard weekday commissioning hours are 9:00 am to 5:00 pm Monday to Thursday and 9:00 am to 4:00 pm on Friday, inclusive of travelling time.

16.6.2. These hours may vary depending on travelling time, travel conditions and other circumstances affecting the engineer's attendance. CLC will not be liable for lost time resulting from circumstances or factors beyond its reasonable control.

16.6.3. Commissioning will be charged on the basis of a full-day rate or, where agreed with CLC in advance, a half-day rate. Where an attendance takes less than the allocated full-day or half-day period, no hourly rate or pro-rata reduction will apply.

16.7. Cancellation of Site Attendance

16.7.1. Any cancellation of an agreed site attendance by the Customer must be made in writing a minimum of two full working days before the agreed attendance date.

16.7.2. Failure to provide the required notice will result in the attendance being charged at the full applicable rate. The Customer may also be required to order an additional day of attendance to complete the commissioning works.

16.8. Installation Requirements

16.8.1. All components of the lighting control system must be installed in accordance with CLC drawings, installation guides and specifications.

16.8.2. Where the installation has deviated from CLC drawings, installation guides or specifications, the Customer will be responsible for any additional costs incurred by CLC.

16.8.3. Where CLC has not provided site-specific drawings, the Customer must provide detailed installation drawings a minimum of 10 working days before the agreed site attendance date. Failure to provide or comply with the relevant drawings may result in additional costs being incurred.

16.9. Connection of Controls and Peripheral Devices

16.9.1. The connection of all control equipment and peripheral devices to the controls equipment must be completed by the Customer in accordance with CLC recommendations, installation guides and datasheets.

16.9.2. Such devices include, but are not limited to, sensors, lighting control modules ("LCMs"), control nodes and switch interface units.

16.9.3. CLC engineers will only commission products that are configured and programmed via Bluetooth wireless communications and/or system networks.

16.10. Power Supply

16.10.1. All components and luminaires forming part of the lighting control system must have a stable and permanent power supply sufficient to allow the system to be powered up and commissioned.

16.10.2. Generator power supplies are not suitable for commissioning. Where any CLC Product is connected to or operated using a generator power supply, CLC reserves the right to restrict or invalidate the applicable Product warranty where the use of such generator power supply has caused or contributed to damage or a defect in the Product.

16.11. Luminaires and Installation Completion

16.11.1. All luminaires forming part of the lighting control installation must be installed, fully fitted with the required lamps or light sources, and correctly connected to the associated lighting control equipment by the Customer before commissioning takes place.

16.11.2. Failure to provide a completed installation may result in the need for additional site attendance(s) to complete or verify the installation. Any additional attendance and associated costs will be chargeable to the Customer.

16.12. Electrical Installation Testing

16.12.1. Where electrical installation inspection or circuit testing in excess of 250 Vac, including insulation resistance ("Megger") testing, is to be carried out on lighting control system circuitry, the Customer must ensure that such testing is completed before any CLC equipment is installed.

16.12.2. Alternatively, the Customer must ensure that all CLC equipment is suitably isolated and protected before such testing is carried out.

16.13. Access to Lighting Control Modules

16.13.1. Lighting control modules ("LCMs") must be installed in a position where the LED on the front face of the LCM is visible from floor level by direct line of sight.

16.13.2. Where CLC equipment is installed behind suspended ceilings, ceiling tiles, panels or other removable surfaces, the relevant ceiling tiles or panels must be removed by the Customer before commissioning and must remain accessible until handover of the system.

16.13.3. CLC will not accept responsibility for any costs incurred in connection with the removal, damage or replacement of ceiling tiles, panels or similar surfaces before, during or after the commissioning process.

16.14. Access to CLC Control Equipment

16.14.1. Where access is required to CLC control equipment that has been positioned above or behind solid surfaces, including plasterboard, without the necessary access hatches being provided, or where such equipment is positioned in a non-serviceable location or condition, the Customer must arrange for suitable access to be provided.

16.14.2. Where destructive access through finished panels or surfaces is required, any associated works, subsequent repair or reinstatement must be carried out by the Customer at no cost to CLC.

16.14.3. Any lack of suitable access may delay on-site works and may result in additional chargeable site attendance(s) being required to complete the necessary works.

16.15. Access Equipment

16.15.1. Where any means of access equipment, including steps, ladders, high-access platforms, podiums or similar equipment, is required to access CLC control equipment, such equipment must be provided by the Customer where necessary and at no cost to CLC.

16.16. Dimming and Lux-Switching Applications

16.16.1. Any dimming or lux-switching applications must be fully completed and, where necessary, furnished before target lighting levels can be set. If an area is incomplete or unfurnished, CLC may demonstrate that the relevant products or system is capable of dimming and/or lux switching. However, an additional chargeable site attendance may be required to set the desired lighting levels once the area has been completed and furnished.

16.17. Lux Levels and Target Lighting Levels

16.17.1. Before target lighting levels are set, the Customer (or its representative) and CLC must agree on the lux meter to be used as the reference for setting and verifying the target lighting levels. Any target lighting level achieved will be an average and should be within an allowable tolerance of ± 50 lux of the agreed target level, subject to the applicable lighting design and the performance of equipment or systems provided by others.

16.17.2. Where the agreed target lighting level cannot be achieved due to third-party equipment, installation or other external influence, or where the Customer subsequently requests that the set lighting level be changed, the Customer will be responsible for any additional costs incurred by CLC.

16.18. Additional Costs Resulting from Non-Compliance

16.18.1. Should any of the requirements set out in this Clause 16 not be met, resulting in delays, additional attendance or additional time being required to complete the commissioning works, the Customer shall be responsible for all additional costs reasonably incurred by CLC as a result.

17. Law and Jurisdiction

17.1. The Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with the Contract or its subject matter or formation.

Cucumber Lighting Controls Limited keeps these Terms and Conditions under regular review. The current version is provided with each quotation and is available on the Company's Website. These Terms and Conditions were last updated in September 2026.