

Ref: 31517/R0

The Light Corporation - Berkhamsted
Unit 3 Northbridge Road
Berkhamsted
Hertfordshire
HP4 1EF

For the attention of Robbie Miller

Fax:

22 July 2011

Dear Robbie

Our Quotation Reference 31517/R0 Alternative Specification

Please find attached our quotation for supply of equipment only. The price includes carriage within the UK unless stated otherwise.

Unless indicated otherwise, the prices exclude lamps.

Please note that the price is based on the overall quantities stated on the quotation, and subsequent part orders may not qualify for the same pricing level.

This quotation is a strictly net price.

The quantities stated are given based on the best information available at the time of issue. It is therefore important to clarify quantities at time of order, as Fagerhult cannot take responsibility for this information.

Delivery dates can only be accurately confirmed against firm orders which can be emailed to: -
orders@fagerhult.co.uk

Thank you for choosing Fagerhult, and please do not hesitate to contact us if there are any queries regarding the details on this quotation.

Mark Attenborrow

Senior Project Manager

Phone: - 07891 526 333 (Mobile)

Fax: -

Email: - mark.attenborrow@fagerhult.co.uk



ISO 9001 Certified
ISO 14001:2004 Certified

Date 22 July 2011

Ref: 31517/R0

To: The Light Corporation - Berkhamsted
Robbie Miller

Project Name: Alternative Specification
Contact: Mark Attenborrow
Tel: 07891 526 333 (Mobile)
Fax:
Email: mark.attenborrow@fagerhult.co.uk

| Item | Qty. | Article no. | Description | Unit | ex. vat | Total ex. vat |
|------|------|-------------|---|------|---------|-------------------|
| | | | Type A1 | | | |
| 244 | | SP31517-1 | SPECIAL INDIGO COMBO DELTA MICROPRISM 1 CELL HB T5 1X54W TO FIT AN SAS SYSTEM 330 CEILING. (TILE SIZE 300 X 1197.5MM) NO SHADOW EDGE - TRIM TO BE 90°. FIXING AT ENDS, NO SIDE ARMS. AIR HANDLING IN BEZEL TO 20 LITRES/SEC. (SP24916-2) | £ | 167.66 | £ 40,909.04 |
| 244 | | 7001 | DIMMING DALI 1 LAMP LUMINAIRE ADD ON PRICE FOR ABOVE ITEM | £ | 22.72 | £ 5,543.68 |
| 244 | | 81378 | FL TUBE T5 HO 54W/84 | £ | 2.67 | £ 651.48 |
| | | | Subtotal | | | £47,104.20 |
| | | | Type A1/E | | | |
| 84 | | SP31517-2 | SPECIAL INDIGO COMBO DELTA MICROPRISM 1 CELL HB T5 1X54W TO FIT AN SAS SYSTEM 330 CEILING. (TILE SIZE 300 X 1197.5MM) NO SHADOW EDGE - TRIM TO BE 90°. FIXING AT ENDS, NO SIDE ARMS. AIR HANDLING IN BEZEL TO 20 LITRES/SEC. COMPLETE WITH 3 HOUR INTEGRAL EMERGENCY. (SP24916-2) | £ | 222.77 | £ 18,712.68 |
| 84 | | 7001 | DIMMING DALI 1 LAMP LUMINAIRE ADD ON PRICE FOR ABOVE ITEM | £ | 22.72 | £ 1,908.48 |
| 84 | | 4007 | SPECIAL EMERGENCY DALI ADDRESSABLE 3 HOUR EMERGENCY ADD ON PRICE FOR ABOVE ITEM (SUBJECT TO TESTING) | £ | 153.75 | £ 12,915.00 |
| 84 | | 81378 | FL TUBE T5 HO 54W/84 | £ | 2.67 | £ 224.28 |
| | | | Subtotal | | | £33,760.44 |
| | | | Type B1 | | | |
| 235 | | 77937-365 | PLEIAD G3 COMPACT LED DOWNLIGHT SPECULAR REFLECTOR 2000 LUMENS 22W 4000K TOUCHDIM/DALI DRIVER INCLUDED | £ | 146.74 | £ 34,483.90 |
| | | | Subtotal | | | £34,483.90 |
| | | | Type B1/E | | | |
| 7 | | 77937-365 | PLEIAD G3 COMPACT LED DOWNLIGHT SPECULAR REFLECTOR 2000 LUMENS 22W 4000K TOUCHDIM/DALI DRIVER INCLUDED | £ | 146.74 | £ 1,027.18 |
| 7 | | 4007 | SPECIAL EMERGENCY DALI ADDRESSABLE 3 HOUR EMERGENCY ADD ON PRICE FOR ABOVE ITEM (SUBJECT TO TESTING) | £ | 153.75 | £ 1,076.25 |
| | | | Subtotal | | | £2,103.43 |
| | | | Type C1 | | | |
| 1 | | 77937-365 | PLEIAD G3 COMPACT LED DOWNLIGHT SPECULAR REFLECTOR 2000 LUMENS 22W 4000K TOUCHDIM/DALI DRIVER INCLUDED | £ | 146.74 | £ 146.74 |
| 1 | | 41840 | PLEIAD COMPACT GII ACCESSORY CLEAR TRIM RING III AND PLASTIC DISC IP64 WHITE 165MM | £ | 12.32 | £ 12.32 |
| | | | Subtotal | | | £159.06 |
| | | | Type C1/E | | | |
| 1 | | 77937-365 | PLEIAD G3 COMPACT LED DOWNLIGHT SPECULAR REFLECTOR 2000 LUMENS 22W 4000K TOUCHDIM/DALI DRIVER INCLUDED | £ | 146.74 | £ 146.74 |
| 1 | | 4007 | SPECIAL EMERGENCY DALI ADDRESSABLE 3 HOUR EMERGENCY ADD ON PRICE FOR ABOVE ITEM (SUBJECT TO TESTING) | £ | 153.75 | £ 153.75 |
| 1 | | 41840 | PLEIAD COMPACT GII ACCESSORY CLEAR TRIM RING III AND PLASTIC DISC IP64 WHITE 165MM | £ | 12.32 | £ 12.32 |
| | | | Subtotal | | | £312.81 |
| | | | Type EX | | | |
| 1 | | 18933 | EMERGENCY EXLED VIVA DALI AT4 DECENTRALISED UNIT WITH SELF TEST AND INTEGRATED BATTERY 3 HOUR 220-240V 50-60HZ 25M DOWN SINGLE SIDED | £ | 229.96 | £ 229.96 |
| | | | Subtotal | | | £229.96 |

Date 22 July 2011

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| Item | Qty. | Article no. | Description | Unit ex. vat | Total ex. vat |
|------|------|-------------|--|--------------|---------------|
| | | | Type E1 | | |
| | 1 | 98196 | EMERGENCY EMLED MINI STAND ALONE UNIT 3W RECESSED DALI ADDRESSABLE | £ 119.02 | £ 119.02 |
| | | | | Subtotal | £119.02 |
| | | | Type E2 | | |
| | 1 | 98196 | EMERGENCY EMLED MINI STAND ALONE UNIT 3W RECESSED DALI ADDRESSABLE | £ 119.02 | £ 119.02 |
| | | | | Subtotal | £119.02 |
| | | | Type F1/E | | |
| | 1 | 34436 | DENSUS 3000 IP67 POLYCARBONATE T5 1X28W | £ 57.74 | £ 57.74 |
| | 1 | 4007 | SPECIAL EMERGENCY DALI ADDRESSABLE 3 HOUR EMERGENCY ADD ON PRICE FOR ABOVE ITEM (SUBJECT TO TESTING) | £ 153.75 | £ 153.75 |
| | 1 | 81349 | FL TUBE FDH 28W/84 | £ 2.17 | £ 2.17 |
| | | | | Subtotal | £213.66 |
| | | | Type G1 | | |
| | 1 | 77410 | PLEIAD GII CMP205 POL.AL 1X26FSQ 4K | £ 35.68 | £ 35.68 |
| | 1 | 41861 | PLEIAD COMPACT GII ACCESSORY OPAL TRIM RING III AND PLASTIC DISC IP54 WHITE 205MM | £ 13.09 | £ 13.09 |
| | | | | Subtotal | £48.77 |
| | | | Type G1/E | | |
| | 1 | 77410 | PLEIAD GII CMP205 POL.AL 1X26FSQ 4K | £ 35.68 | £ 35.68 |
| | 1 | 4003 | EMERGENCY REMOTE 3 HOUR EMERGENCY FOR ABOVE | £ 79.56 | £ 79.56 |
| | 1 | 41861 | PLEIAD COMPACT GII ACCESSORY OPAL TRIM RING III AND PLASTIC DISC IP54 WHITE 205MM | £ 13.09 | £ 13.09 |
| | | | | Subtotal | £128.33 |
| | | | Ref H | | |
| | 1 | 76922 | EASY LED DISTRIBUTION ANGLE 38 WHITE 0/0 7 W | £ 69.52 | £ 69.52 |
| | 1 | 98178 | COMPONENT PART DRIVER OSR.OPTOTRONIC OT9/200-240DIM | £ 24.55 | £ 24.55 |
| | | | | Subtotal | £94.07 |

Please note, a charge of £50.00 needs to be added to all orders of £300 (excluding VAT) or less.

Total £ 118,876.67

Terms : net / net

Validity : 60 days

Delivery : See our order acknowledgement

Any unauthorised modification of the luminaire will invalidate the original warranty and all warranty responsibilities and supplier duties will be transferred to the company making the modifications. Prices applicable to quotation quantities as a whole.

Subject to our standard terms and conditions

CONDITIONS OF SALE OF FAGERHULT LIGHTING LIMITED

1. DEFINITIONS

In these conditions, the following words shall have the following meanings:
the "Company" shall mean Fagerhult Lighting Limited or its assignee or successor in title;
the "Goods" shall mean all or any of the products which are subject of a contract between the Company and the Buyer;
the "Buyer" shall mean the person acquiring or who agrees to acquire goods hereunder from the Company;
"WEEE" means waste electrical and electronic equipment as defined in the WEEE Regulations;
"WEEE Regulations" means The Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289).

2. GENERAL

Unless otherwise agreed in writing by an authorised director of the Company, these conditions shall exclusively apply to and govern all contracts for the sale and supply of Goods and in no circumstances will the Company be bound by any purported addition to or other variation of these terms, whether oral or in writing by the Company or any employee of the Company. Moreover, all liability on the part of the Company is hereby expressly excluded in respect of any representation made by any employee or otherwise by or on behalf of the Company before or at the time the contract to which these conditions relate is entered into, whether orally or in writing.

3. ACCEPTANCE

Unless otherwise stated in writing by the Company all quotations are open for a period of 60 days only from the date specified on the quotation and can be withdrawn by the Company at any time prior to the end of such period by the Company giving notice of its withdrawal to the recipient of the quotation. Any order issued by the Buyer is subject to acceptance by the Company and a contract for the supply of Goods will only be formed when the Company has accepted the Buyer's order in writing. Any order made by the Buyer orally must be confirmed in writing.

4. PRICES

All prices quoted are those prevailing in respect of the relevant Goods at the time of quotation. Unless otherwise stated prices quoted are inclusive of UK mainland delivery charges and VAT. In the event of the Buyer varying any call-off arrangement agreed in writing by the Company, the Company reserves the right to charge the price for the Goods prevailing on each subsequent varied call-off time.

5. ORDERS

Unless confirmation of a telephone order is clearly marked on follow-up written orders the Company will accept no responsibility for duplication of despatch. No cancellation or amendment of an order will be effective unless it is in writing and received and accepted by the Company. The Company may in its sole discretion charge a cancellation fee upon the cancellation of any order.

6. DELIVERY

All times quoted for delivery or for collection, as the case may be, are given in good faith, but shall not be binding upon the Company. The Company shall not be liable for any loss whatsoever or howsoever arising caused by the Company's late delivery or failure to make the Goods ready for collection on any date agreed, time in this respect not being of the essence. The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment. Payment for such instalments shall be in accordance with conditions 4 and 16 hereof. Failure by the Company to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

7. RISKS AND THE PASSING OF PROPERTY

7.1 RISK The risk in the Goods shall pass to the Buyer when the Goods are available for delivery to the Buyer at the point of delivery stated in the Contract unless otherwise arranged by the parties in writing.

7.2 TITLE Property in the goods supplied shall not pass from the Company to the Buyer unless and until the Company has received payment in full (in cash or cleared funds) in respect of:

7.2.1 the goods; and

7.2.2 any other sums which are or which become due to the Company from the Buyer on any other account whatsoever.

7.3 STORAGE OF THE GOODS Until property into the goods has passed to the Buyer, the Buyer must:

7.3.1 hold the goods on a fiduciary basis as the Company's bailee;

7.3.2 store the goods (at no cost to the company) separately from all other goods and in such a way to enable them to be identified as the property of the Company; and

7.3.3 keep the goods fully insured to their full market value.

7.4 RECOVERY OF GOODS

The Company reserves the rights to reposes and uplift any goods supplied to the Buyer and thereafter to resell the same and for this purpose the Buyer grants the Company, its agents and employees an irrevocable right and licence to enter any premises where the goods or other products are or may be stored with or without vehicles during normal business hours.

7.5 RECOVERY OF PROCEEDS OF SALE

The Buyer may resell the goods on the following conditions:

7.5.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

7.5.2 the Buyer shall hold such part of proceeds of sale or otherwise as represent the amount owed by the Buyer to the company, whether tangible or intangible, including insurance proceeds, separate from any moneys or property of the Buyer and any third parties and in a fiduciary capacity on behalf of the Company until payment has been received in full.

7.6 TERMINATION OF BUYER'S RIGHTS

The Buyer's right to possession shall terminate immediately if:

7.6.1 the Buyer has not paid all amounts due to the Company on any account whatsoever;

7.6.2 the Buyer is declared bankrupt or makes any proposal to his creditors for composition or other voluntary arrangement with its

creditors or does or fails to do anything which would entitle a petition for winding up or a bankruptcy order to be presented;

7.6.3 the Buyer does or fails to do anything, which would entitle any person to appoint a receiver to the whole part of the Buyers assets or would entitle any person to present a petition for the administration of the Buyer or a resolution is passed for the winding up of the Buyer;

7.6.4 a judgement against the Buyer remains unsatisfied;

7.6.5 the Buyer is unable to pay a debt to a third party as it falls due to and/or is deemed to be insolvent; or

7.6.6 any distress or execution, whether legal or equitable, is levied against any of the Buyer's assets.

7.7 COMPANY'S RIGHTS

On termination of the contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this clause will remain in effect 4.

8. INSOLVENCY OF BUYER

This condition applies if:

(a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than bona fide for the purposes of amalgamation or reconstruction); or

(b) an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Buyer; or

(c) the Buyer ceases, or threatens to cease, to carry on its business; or

(d) any event analogous to any of the foregoing occurs in any jurisdiction in relation to the Buyer; or

(e) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this condition applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel any contract made pursuant to these conditions or suspend any further deliveries of the Goods without any liability on its part, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. NON DELIVERY AND DAMAGE IN TRANSIT

The Buyer shall be under a duty, where possible to examine the Goods on delivery or on collection, as the case may be. Where the Goods cannot be examined the carrier's note or such other note as appropriate should be marked "not examined". It is a condition precedent of any liability on the Company's part that any short age in the Goods, or any damage in transit be notified to the Company within 48 hours of delivery or collection followed by written notification of the same within 7 days. Where Goods have not been delivered, such non-delivery must be notified in writing to the Company within 7 days of the receipt of the invoice in respect of those Goods.

10. RETURNS

Where the Company supplies Goods that were not ordered, but not otherwise, the Company will refund all reasonable costs incurred by the Buyer in returning the Goods only provided the same are approved by the Company. In all other cases returned Goods shall only be accepted by the Company by prior agreement and then only if return carriage is pre-paid by the Buyer.

11. DEFECTS, LIABILITIES & WARRANTIES

Should any Goods manufactured by the Company be broken or become defective within 12 months from the date of delivery or collection the Company undertakes at its option to replace or repair the same free of charge or where no such repair or replacement is (in the opinion of the Company) possible refund the price actually paid for the said Goods provided that:

(a) the Company is satisfied that the breakage or defect in the said Goods was due to a defect in workmanship or material; and

(b) the Company receives verbal notification of such defect or breakage within 24 hours of the breakage or defect occurring and written notice of the breakage or defect is given to the Company within 7 days of the discovery of the said breakage or defect; and

(c) the Company is satisfied that each of the said Goods has been properly maintained by the Buyer, has not been modified or adapted and has not been operated beyond the manufacturers' limits of rated capacity and normal usage; and

(d) the said Goods shall have been supplied by the Company direct to the Buyer; and

(e) each of the broken or defective Goods is upon request by the Company immediately returned, carriage paid, to the Company; and

(f) the Company shall not be liable for the cost of removal of the broken or defective Goods or the cost of fitting the new Goods. Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. WEEE COMPLIANCE

12.1 The Buyer shall:

12.1.1 be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:

12.1.1.1 all WEEE arising or deriving from the Goods; and

12.1.1.2 all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Goods and the Goods are of an equivalent type or are fulfilling the same function as that of such products;

12.1.2 comply with all additional obligations placed upon the Buyer by the WEEE Regulations by virtue of the Buyer accepting the responsibility set out in clause 12.1.1; and

12.1.3 provide the Company's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme.

12.2 The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in clause 12.1.

12.3 Further information in respect of the arrangements set out in clause 12.1 can be found at www.electrolink.eu.com by clicking on

the 'WEEE FINAL USERS' button and quoting WEEE registration number WEE/DG0061TU where prompted.

13. LIMITATION OF COMPANY'S LIABILITIES

The Company's liability to the Buyer for any breach of any term of the contract shall be limited:

(a) in the case of Goods delivered to and retained by the Buyer to the difference between the sum actually paid by the Buyer for the goods in respect of which the claim is made and the value of such goods;

(b) in the case of Goods not delivered to or not retained by the Buyer to the sum actually paid by the Buyer for such goods and the Company shall in no circumstances be liable for any other loss whatsoever suffered by the Buyer as a result of a breach by the Company of these conditions (whether or not a breach of a fundamental term or fundamental breach of any term of this Contract).

Nothing in these conditions shall restrict the Company's liability for death or personal injury caused by the Goods which arises by reason of the negligence of the Company or any of its employees.

The Company shall not be liable for any special, indirect or consequential loss or damage whatsoever (whether caused by the negligence of the Company or otherwise) which arises out of or in connection with the supply of the Goods or their use or resale by the Buyer.

14. SELECTION OF THE GOODS

The Buyer hereby acknowledges that the Goods sold hereunder fulfil its requirements and that it in no way relies upon the skill or judgment of the Company or of any of the Company's employees or agents in the selection and/or provision and/or installation and/or operation thereof.

15. CATALOGUE DESCRIPTIONS

Whilst the Company takes every precaution to ensure accuracy in the preparation of its catalogues, technical circulars and its other literature, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representation by the Company and shall not be binding upon the Company.

16. FORCE-MAJEURE

The Company shall not be liable to the Buyer in contract, tort or otherwise for any loss whatsoever including consequential loss, arising as a result of manufacture or delivery of all or some of the Goods being delayed or prevented by circumstances outside the Company's reasonable control, including, without limitation, delays by its suppliers, strike, lockouts, war, riots, fire, floods, Government intervention, Act of God, accidents or breakdown of machinery. In such circumstances delivery or collection shall be suspended, and if the Goods cannot be delivered or collected within three months from the due date, the Buyer may, at its option, cancel the contract for the Goods without liability to the Company, save that where the Goods have been specifically obtained for the Buyer and, in the Company's reasonable opinion, there is no readily available market for them, the Company shall be entitled to charge the Buyer for the costs and expenses incurred in respect of those Goods.

17. PAYMENT

Unless otherwise agreed in writing by the Company all accounts are payable in full on demand. In the event of non-payment by the Buyer following such demand interest shall be chargeable by the Company on all such sums as may then be outstanding at 12 per cent above the base rate of the Company's bank (Skandinaviska Enskilda Banken) from time to time, and such interest shall be computed and calculated monthly.

18. PREVIOUS CONDITIONS

These conditions replace all previous conditions of sale whether issued by the Company or implied during the course of previous dealings.

19. INTELLECTUAL PROPERTY RIGHTS

The Buyer acknowledges that it neither acquires nor has any interest in the intellectual property rights (including without limitation copyright, design rights or otherwise) attaching to the Goods.

20. NO WAIVER

No indulgence granted by the Company to the Buyer in respect of any of the terms and conditions as aforesaid shall amount to a waiver of the Company's rights hereunder.

21. NO ASSIGNMENT

The benefit of these terms and conditions shall not be assignable by the Buyer but shall be freely assignable by the Company.

22. NOTICES

(a) all notices to be given by the Buyer to the Company shall be given in writing by delivering the same to 128a Tooley Street, London SE1 or such other place as the Company may from time to time notify to the Buyer;

(b) all notices to be given by the Company to the Buyer shall be deemed to have been given and received on the second business day after posting if sent by prepaid postage to the last known address of the Buyer or in the case of a body corporate to the Buyer's registered office.

23. INVALIDITY

If any condition is adjudged void or unenforceable, such clause shall be deemed removed from these conditions which in all other respects shall remain in force and effect.

24. GOVERNING LAW

These conditions shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Fagerhult Lighting Ltd
Office and Showroom

50 Southwark Street
London SE1 1UN

TEL 020 7403 4123
FAX 020 7378 0906

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