

<p>The Vexica Group Limited Terms & Conditions of Sale of Goods</p>	<p>4.7. Each condition of this condition 4 is separate, severable and distinct, and, accordingly, in the event of any of them for any reason whatever being unenforceable according its terms, the others shall remain in full force and effect.</p>	<p>14.1 None of the rights or obligations of the Buyer under the contract may be assigned or transferred in whole or in part without the prior written consent of the Supplier.</p>
<p>In these conditions, unless the context requires otherwise: "Buyer" means the company, firm, body or person purchasing the Goods; "Goods" means the subject matter of the contract including (but not limited to) lighting goods and equipment (howsoever powered) and whether one or a number of items whether or not identical or similar; "Order" means a purchase order in respect of the Goods issued by the Buyer to the Suppliers on the Buyer's official purchase order form, together with all documents referred to in it; "Supplier" means The Vexica Group Limited (company number 08098387) whose registered office is at Typhoon House, Moxon Way, Sherburn in Elmet, Leeds, LS256FB, UK or any subsidiary or associated company of the Supplier by which the goods are sold.</p>	<p>5. WARRANTY; LIMIT OF RESPONSIBILITY 5.1. The Supplier warrants that it will (at the Supplier's choice) either repair or replace, or refund the full purchase price of any Goods which are accepted by the Supplier as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of the Supplier in respect of the Goods within a period of twelve months from despatch of such Goods from the Supplier's works (the "Warranty Period"): This warranty shall not apply where the defect or fault is attributable to: 5.1.1. Any drawing, design or specification supplied by the Buyer 5.1.2. Fair wear and tear, willful damage, negligence, failure to follow the Supplier's instructions, misuse, alterations or repair, failure or interruption in the electrical supply, abnormal working conditions of the Goods without the Supplier's written approval. 5.2. The Supplier operates a non-refundable and back to base warranty policy for all products unless written confirmation from the supplier is obtained. 5.3. The Buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation to them (whether or not involving negligence on the part of the Supplier) shall, in all cases, be limited to repair, (service) replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the relevant Warranty Period; and the Supplier shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct, indirect, special or consequential (including but not limited to loss of profit, loss of revenue, loss of use, loss of content and loss of goodwill) and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect of failure to comply with the specification or in respect of any delivery or instalment of any Order or any part of it shall not entitle the Buyer to cancel or refuse delivery or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment. 5.4. The Supplier's warranty as herein set forth shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of the Supplier's renderings of technical advice, facilities or services in connection with Buyers order of the product furnished hereunder. This does not affect your statutory rights as a consumer. 5.5. The foregoing warranty to Buyer of the Supplier and not the purchaser or user of such Buyer's products. 5.6. The Supplier makes no other or further warranty, express or implied, including any warranty of fitness for a particular purpose or warranty of satisfactory quality. 5.7. The Buyer is advised to insure against any losses it may sustain which are not covered by this warranty. The sale price of the Goods is based on the limits on liability. If the Buyer wishes to preserve its entitlement to damages at large than a significantly different price will apply. These limits on liability will apply unless the Buyer specifically requests in writing that damages are to be large.</p>	<p>14.2 The Supplier shall be entitled to subcontract any work relating to the Contract without obtaining the consent of, or giving notice to, the Buyer. 15. HEALTH AND SAFETY The Buyer agrees to pay due regard to any information or any revised information whenever supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being commissioned, set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes, the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery. 16. NOTICES Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post, facsimile transmission or electronic mail. 16.1. Any notice or document shall be deemed served: if delivered, at the time of delivery, if posted, 48 hours after posting; and if sent by facsimile transmission or electronic mail at the time of transmission. 17. INVALIDITY The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions. If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly unlawful, invalid, voidable, unenforceable or unreasonable it shall be deemed severable and the remaining provisions shall continue in full force and effect. 18. THIRD PARTY RIGHTS A person who is not party to these conditions or any Contract shall have no right under the Contracts (Rights or Third Parties) Act 1999 to enforce any term of these conditions or any Contract. This condition does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act. 19. LAW AND JURISDICTION The Contract (and any proceeding whereby one party might be entitled to join the other as a third party) 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. 20. FITNESS FOR PURPOSE 20.1 Except where goods are supplied on the express advice of the Supplier, given in writing, that they are suitable for any particular purpose, it shall not be a term of a contract that goods are sold as fit for any particular purpose, and this notwithstanding that the Supplier may have, or be deemed to have, knowledge of the purpose for which the goods are required. 20.2 In all cases it is the sole responsibility of the buyer to ensure that the goods are entirely suitable for the purpose and location for which they are intended, in particular, but not exclusively, the climatic and environmental conditions in which the goods will be expected to operate. In particular orders for custom made or special products will not be accepted by the Supplier until the buyer has tested them and signed them off as suitable for the purpose as above. 20.3 Orders for parts supplied to OEM's will only be supplied if the Buyer confirms that they have been tested in the ultimate luminaire and location in which they will be used by the OEM client. 20.4 In the event of the Buyer requesting the Supplier to carry out third party testing under 20.2 and 20.3 above the cost of such testing is payable by the Buyer.</p>
<p>1. GENERAL 1.1. The Supplier's quotations are not binding on the Supplier and a contract (the "Contract") will only come into being when the Supplier issues a confirmation/acknowledgement of order form to signify its acceptance of the Order or by supplying the goods ordered and the following conditions shall be deemed to be incorporated in the Contract. 1.2. These conditions shall be incorporated into any contract between us. All the terms of contract between us are contained in this document. Unless otherwise specifically agreed in writing the terms and conditions of this agreement shall apply to any order by the Buyer. Each contract shall be on these conditions to the exclusion of all other terms and conditions including any terms and conditions, which the buyer purports to apply. No terms and conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other documents will form part of the contract. No variation of the terms and conditions of this agreement shall be applicable to any such order unless expressly agreed in writing by the Supplier. 1.3. Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. 1.4. Tenders or quotations submitted by the Supplier shall remain open for acceptance for a period of 30 days from the date of the tender, unless in the tender some other period is specified or accepted or the tender is withdrawn by the Supplier. 1.5. The Buyer must ensure that the terms of its order (including quantity, quality, delivery details and the extent of any services to be provided) are complete and accurate and that orders sent in confirmation of telephone discussions are clearly marked as such. 1.6. All drawings, descriptive matter, specifications and advertising issued by the Supplier and descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. They will not form part of this contract. 1.7. The Supplier's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed in writing by supplier. In entering into a contract the Buyer acknowledges that it does not rely upon any such representations, which are not so confirmed.</p>	<p>6. DELIVERY AND COMPLETION DATES 6.1. The dates for delivery of the Goods are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance. The Supplier will not be liable in any circumstances for the consequences of any delay in delivery. 6.2. No delay shall entitle the Buyer to reject any delivery or performance or any further instalment or part of the Order or any other Order from the Buyer or to repudiate the Contract or the Order. 6.3. If the contract provides for delivery by instalments the late delivery of any instalment (which shall not be a failure to comply with the delivery date). Shall not invalidate the contract. 6.4. Where the goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments shall not entitle the Buyer to treat the contract as a whole as repudiated. 7. DAMAGE, SHORTAGE OR LOSS IN TRANSIT 7.1. Unless the Contract otherwise stipulates the risk in the Goods passes to the Buyer when the Goods are ready for collection and the Supplier accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with. 7.2. Where the Contract provides for delivery elsewhere than at the Supplier's works, risk will pass when the Goods are ready for collection. 8. DELAYED DELIVERY If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right, which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the Contract. 9. TERMINATION If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with its or his creditors or if a receiving order is made against him (or being a company) it shall pass a resolution or the court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertakings of the Buyer or if the Buyer suffers the appointment or the presentation of the petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitles the court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired or if the Buyer shall commit any breach of any part of the Contract, the Supplier may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the contract immediately. 10. TOLERANCES AND TESTS 10.1. All quantities and dimensions will, so far as possible, be adhered to but reasonable excesses and deficiencies thereof shall be accepted by the Buyer, who shall not be entitled to reject any Goods or to require replacement of any Goods on the ground that they are not precisely as specified. 10.2. Unless otherwise specifically agreed, all tests, test pieces and inspections whatever required by the Buyer will be charged extra. All tests and inspection shall take place under the Supplier's standard testing arrangements and such tests shall be final. All tests are subject to analytical tolerances. 10.3. All data sheets have a +/- 10% tolerance. 11. INDEMNITY The Buyer agrees, upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused or related to: 11.1. Designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods; 11.2. Defective materials or products supplied by the Buyer to the Supplier and incorporated by the Supplier in the Goods; or 11.3. The improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.</p>	<p>21. FORCE MAJEURE The Supplier shall not be under any liability whatsoever to the Buyer for non-delivery or delay in delivery products/services directly or indirectly caused by unforeseen circumstances or resulting from an Act of God; outbreak of hostilities (whether or not war is declared); insurrection; riot; civil disturbance; Government Act or regulation; fire; flood; explosion; production delays; accident; theft; climatic conditions; shortage of material; strike; lockout; or trade dispute (whether the Supplier's or another party's employees); or other cause beyond the Supplier's reasonable control. In the event of any deliveries/services being suspended or delayed on account of any such aforementioned events or circumstances, the period of the contract shall be correspondingly extended or, if deliveries/services are suspended for six months or more, the Supplier may, at its option, exercisable by notice in writing to Buyer, cancel the contract with respect to any undelivered products/services without liability upon the Supplier and without relieving Buyer of its obligation to pay for any products/services which have been delivered. 22. GENERAL- ADDITIONAL 22.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby. 22.2 Subject as expressly provided in these conditions and except where the products(s) sold to a person dealing as a consumer all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where goods are sold under a consumer transaction the statutory rights of the buyer are not affected. 22.3 Cancellations to orders and /or returns are not accepted and will be invoiced accordingly. Any discrepancies on Supplier deliveries must be reported within 7 days of receipt of goods. 22.4 While every effort is made to ensure the accuracy of the design and/or advice that we have provided, please note that it is the Buyer's responsibility to ensure that the product and quality being supplied fully comply with the requirement of the specification. Where the Supplier has given design advice the final responsibility for ensuring that this advice is suitable for your purpose resides with you. The Supplier will not accept any costs associated with correcting any errors or omissions as a result of any advice given. 22.5 No relaxation, forbearance or indulgence by the Supplier in enforcing any of the terms and conditions or the granting of any time by the Supplier shall prejudice, diminish, affect or restrict the rights and remedies of the Supplier or operate as a waiver of any of the terms and conditions. 22.6 The Supplier shall retain the property and copyright in all drawings, specifications and other documented technical information supplied by it. The Buyer will not use or reproduce or disclose the same to any third party without the prior consent in writing of the Supplier and shall return the same on demand. 22.7 Delivery of any repaired or replacement Goods will be at the Supplier's premises. 22.8 If the Supplier is liable for the whole or part of instalments of the Goods supplied the contract will remain in force in relation to the other parts of the Goods and no set-off or counterclaim will be made by the Buyer against or in respect of such other parts or instalments. 22.9 The time or times stipulated for payment shall be of the essence of the contract.</p>
<p>2. PRICES 2.1. Prices are ex-works Leeds, UK and exclude Vat and delivery charges. Commissioning is included if not in the quotation nor additional cabling cost which may be required to suit the installation scheme. 2.2. The price payable for the goods shall be the prevailing price at the date the order is accepted. 2.3. In other cases, the price stated in the Contract is based on the cost to the Supplier of components, fuel and power, transport and labour and all other costs at the date of acceptance of the order or tender (whichever is earlier). If at the date of despatch of the Goods from the Supplier's works there has been any increase in all or any of such costs, the price payable for the Goods may at the request of the Supplier be increased accordingly. 2.4. Where the price for the Goods is varied in accordance with conditions 2.2 or 2.3, the price, as varied, shall be binding on both parties and shall not give either party any option of cancellation. 2.5. There shall be added to the price for the Goods and value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods (whether initially charged on or payable by the Supplier or the Buyer). 2.6. All goods are sold "ex-works", i.e. the Supplier makes the Goods available at its premises. The Buyer is responsible for loading, transportation and delivery. If the Supplier does load the Goods it does so at the Buyer's risk and loss. If the Supplier arranges or undertakes the carriage, freight, insurance and any other transport costs beyond the point of delivery; such costs shall be for the Buyer's account and shall not affect the provisions of the Contract as to the passing of risk.</p>	<p>6. DELIVERY AND COMPLETION DATES 6.1. The dates for delivery of the Goods are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance. 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Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with. 7.2. Where the Contract provides for delivery elsewhere than at the Supplier's works, risk will pass when the Goods are ready for collection. 8. DELAYED DELIVERY If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right, which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the Contract. 9. TERMINATION If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with its or his creditors or if a receiving order is made against him (or being a company) it shall pass a resolution or the court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertakings of the Buyer or if the Buyer suffers the appointment or the presentation of the petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitles the court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired or if the Buyer shall commit any breach of any part of the Contract, the Supplier may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the contract immediately. 10. 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GENERAL- ADDITIONAL 22.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby. 22.2 Subject as expressly provided in these conditions and except where the products(s) sold to a person dealing as a consumer all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where goods are sold under a consumer transaction the statutory rights of the buyer are not affected. 22.3 Cancellations to orders and /or returns are not accepted and will be invoiced accordingly. 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The Supplier will not accept any costs associated with correcting any errors or omissions as a result of any advice given. 22.5 No relaxation, forbearance or indulgence by the Supplier in enforcing any of the terms and conditions or the granting of any time by the Supplier shall prejudice, diminish, affect or restrict the rights and remedies of the Supplier or operate as a waiver of any of the terms and conditions. 22.6 The Supplier shall retain the property and copyright in all drawings, specifications and other documented technical information supplied by it. The Buyer will not use or reproduce or disclose the same to any third party without the prior consent in writing of the Supplier and shall return the same on demand. 22.7 Delivery of any repaired or replacement Goods will be at the Supplier's premises. 22.8 If the Supplier is liable for the whole or part of instalments of the Goods supplied the contract will remain in force in relation to the other parts of the Goods and no set-off or counterclaim will be made by the Buyer against or in respect of such other parts or instalments. 22.9 The time or times stipulated for payment shall be of the essence of the contract.</p>
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There shall be added to the price for the Goods and value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods (whether initially charged on or payable by the Supplier or the Buyer). 2.6. All goods are sold "ex-works", i.e. the Supplier makes the Goods available at its premises. The Buyer is responsible for loading, transportation and delivery. If the Supplier does load the Goods it does so at the Buyer's risk and loss. If the Supplier arranges or undertakes the carriage, freight, insurance and any other transport costs beyond the point of delivery; such costs shall be for the Buyer's account and shall not affect the provisions of the Contract as to the passing of risk.</p>	<p>6. DELIVERY AND COMPLETION DATES 6.1. The dates for delivery of the Goods are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery or performance. 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Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with. 7.2. Where the Contract provides for delivery elsewhere than at the Supplier's works, risk will pass when the Goods are ready for collection. 8. DELAYED DELIVERY If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery, the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right, which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the Contract. 9. TERMINATION If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with its or his creditors or if a receiving order is made against him (or being a company) it shall pass a resolution or the court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertakings of the Buyer or if the Buyer suffers the appointment or the presentation of the petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitles the court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired or if the Buyer shall commit any breach of any part of the Contract, the Supplier may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the contract immediately. 10. TOLERANCES AND TESTS 10.1. All quantities and dimensions will, so far as possible, be adhered to but reasonable excesses and deficiencies thereof shall be accepted by the Buyer, who shall not be entitled to reject any Goods or to require replacement of any Goods on the ground that they are not precisely as specified. 10.2. Unless otherwise specifically agreed, all tests, test pieces and inspections whatever required by the Buyer will be charged extra. All tests and inspection shall take place under the Supplier's standard testing arrangements and such tests shall be final. All tests are subject to analytical tolerances. 10.3. All data sheets have a +/- 10% tolerance. 11. INDEMNITY The Buyer agrees, upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused or related to: 11.1. Designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods; 11.2. Defective materials or products supplied by the Buyer to the Supplier and incorporated by the Supplier in the Goods; or 11.3. The improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.</p>	<p>21. FORCE MAJEURE The Supplier shall not be under any liability whatsoever to the Buyer for non-delivery or delay in delivery products/services directly or indirectly caused by unforeseen circumstances or resulting from an Act of God; outbreak of hostilities (whether or not war is declared); insurrection; riot; civil disturbance; Government Act or regulation; fire; flood; explosion; production delays; accident; theft; climatic conditions; shortage of material; strike; lockout; or trade dispute (whether the Supplier's or another party's employees); or other cause beyond the Supplier's reasonable control. In the event of any deliveries/services being suspended or delayed on account of any such aforementioned events or circumstances, the period of the contract shall be correspondingly extended or, if deliveries/services are suspended for six months or more, the Supplier may, at its option, exercisable by notice in writing to Buyer, cancel the contract with respect to any undelivered products/services without liability upon the Supplier and without relieving Buyer of its obligation to pay for any products/services which have been delivered. 22. GENERAL- ADDITIONAL 22.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby. 22.2 Subject as expressly provided in these conditions and except where the products(s) sold to a person dealing as a consumer all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where goods are sold under a consumer transaction the statutory rights of the buyer are not affected. 22.3 Cancellations to orders and /or returns are not accepted and will be invoiced accordingly. 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