

HEATHFIELD & CO
TERMS AND CONDITIONS OF SALE

PLEASE NOTIFY US IF YOU ARE A CONSUMER UPON PLACING YOUR ORDER.

DIFFERENT TERMS APPLY DEPENDING ON WHETHER YOU ARE ACTING AS A BUSINESS OR A CONSUMER.

THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CONDITION 13.

These are the terms and conditions (Terms) on which G. B. Lighting Ltd., (we, us and our) supply Goods to customers (you, your).

Please read these Terms carefully before submitting an order and pay particular attention to Paragraph 16, which set out the extent of our liability. Please note that certain parts of these Terms apply differently, depending on whether you are a Business or a Consumer.

1. TERMS AND CONDITIONS

- 1.1 We are G. B. Lighting Ltd., a limited company registered in England and Wales with company registration number 01343559, whose registered office is at Unit 1, Priory Road, Tonbridge, Kent, United Kingdom, TN9 2AF (the Company). Our principal place of business is 1 Priory Road, Tonbridge, Kent, TN9 2AF. Our registered VAT number is 880191030.
- 1.2 This document contains the conditions on which the Company will supply Good to you (the buyer). You should read them carefully before you submit your Order to the Company. These conditions set out how you and the Company may change or end the Contract, what to do if there is a problem, and other important information.
- 1.3 You can contact our customer service team by telephoning +44 (0) 1732 350450 or by email to sales@heathfield.co.uk or by writing to us at Heathfield & Co, Unit 1 Priory Road, Tonbridge, Kent, TN9 2AF.
- 1.4 Unless otherwise stated, these conditions apply to both businesses and consumers. Where certain Conditions only apply to business or to consumers, these are listed under subheadings at the end of each condition.
- 1.5 You must notify us if you are a consumer at the time, you place your Order as you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - 1.5.1 You are an individual
 - 1.5.2 You are buying product from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft, or profession)

For Consumers Only

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract.

The consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to fourteen (14) days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and or of satisfactory quality. During the expected lifespan of your product, you are entitled to the following:

A) up to thirty (30) days: if your goods are faulty, then you can get a full refund; B) up to six (6) months: if they can't be repaired or replaced, then you're entitled to a full refund, in most cases; C) up to six (6) years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of our key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

2. INTERPRETATION

2.1 Definitions

Bespoke Goods: any Goods which differ from the standard range of Goods available from the Company, including those that appear for sale on the Company's website or in its catalogue at the time the company receives the Order.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 19.

Contract: the contract between the Company and Buyer for the sale and purchase of the Goods in accordance with these conditions

Data Protection Legislation

(I) the Data Protection Act 1998, until the effective date of its repeal;

(II) the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK; and

(III) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017 – 2019, once it becomes law.

Force Majeure Event: an event or circumstance that is beyond a party's reasonable control

Goods: the goods (or any part of them) set out in the Order, including any Bespoke Goods

IP: ingress protection rating as defined in international standard EN 60529

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply

Net Price: the net sales price charged to the Buyer for the Goods excluding VAT, import duties or similar government levies, packaging, transportation costs, insurance, and other normal discounts, rebates or returns

Order: the Buyer's order for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the Company

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and the company

2.2 Interpretation

- 2.2.1 A reference to a statute or statutory provision is a reference to such a statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted.
- 2.2.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms 2.2.3a reference to writing or written includes email but not fax

3. BASIS OF CONTRACT

- 3.1 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 3.2 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 3.3 Once accepted, an Order may only be cancelled or altered in accordance with the Conditions, or with the Company's written agreement.
- 3.4 Quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of thirty (30) calendar days from its date of issue
- 3.5 We may agree to loan Goods to you for use as samples (Samples). Samples will be provided at our discretion and their status must be agreed by us before your order is accepted. Samples will be invoiced and must be paid for in full (either on placing an order or when the

invoice becomes payable, depending on the payment terms which have been agreed), provided that is the Samples are returned to us within 30 days in their original condition, then we will refund the cost of the Samples to you or credit the relevant invoice (as applicable).

3.6 For consumers only

- 3.6.1 If the Company cannot accept the Buyer's Order, the Company shall inform the Buyer in writing and will not charge the Buyer for the Goods. The Company may be unable to accept the Buyer's Order as the Goods are out of stock, due to unexpected demand or limits on resources, because of an error in the price or description of the Goods, or because the Company is unable to meet the delivery deadline specified.

3.7 For businesses only

- 3.7.1 These conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.7.2 The buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 3.7.3 The Company reserves the right to reject any Order placed under their absolute discretion

4. GOODS

- 4.1 The goods are described in the Company's catalogue and on its website, and any Bespoke Goods are described in the Specification
- 4.2 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 4.3 The Company shall consult with the Buyer from time to time during the Term to ensure that the Specification is acceptable to both parties, but the Company is not obliged to agree to any change requested by the Buyer to the Specification or to the goods.
- 4.4 The Company may, immediately on giving written notice to the Buyer:
- 4.4.1.1 Amend the Order to exclude from this Contract one or more of the Goods as it thinks fit if for any reasons the production of such Goods has been permanently discontinued.
- 4.4.2 Elect to alter the Specification of any of the Goods, provided that the alteration does not materially adversely affect the performance or quality of the Goods; or
- 4.4.3 Amend the Order to include any modified version of the Goods, additional goods, or replacements for the Goods
- 4.4.4 Amend the Goods or Specification if required by any applicable statutory or regulatory requirements; or
- 4.4.5 Amend the Specification if, in its opinion, it is necessary to do so in order to avoid infringing the right of any third party.
- 4.5 The Company may, on giving written notice to the Buyer, amend the Order to exclude from this Contract one or more of the Goods, as it thinks fit otherwise than in accordance with the condition 4.4. Where the Buyer has placed an Order and the Company has accepted that Order, and any of the Goods contained in that Order are excluded from this Contract, the Order shall automatically be varied to exclude such excluded Goods.
- 4.6 The Goods shall comply with all applicable product safety laws and regulations of the European Union and England and Wales [US?](#) and be wired for the United Kingdom's domestic use only. Any variations to the Goods in the respect to electrical and wiring requirements may be agreed in advance with the Buyer by the Company in writing.

5. BESPOKE GOODS

- 5.1 Any Specification provided by the Buyer must be accurate, workable, and readily understandable.
- 5.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. The condition 5.2 shall survive termination of the Contract.
- 5.3 The cancellation and returns provisions at condition 12 shall not apply to any Bespoke Goods, and the Company shall not refund any payments or terminate and Contracts in respect of Bespoke Goods unless otherwise agreed.
- 5.4 The buyer must ensure that the Specification is correct and does not infringe any third party right (including, but not limited to, patents, registered designs, copyright, or trademarks) and the Company will not be liable for any loss or damage (including any loss or damage caused by third parties) that arises as a result of the Company fulfilling a Specification.
- 5.5 If a third party bring a claim against the Company alleging that its rights have been infringed as a result of the Company fulfilling a Specification provided by the Buyer, the Buyer shall be responsible for, and shall indemnify the Company against, any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal and professional fees and expenses) that the Company incurs in connection with such a claim.

6. DELIVERY

- 6.1 The Company shall ensure that each delivery of the Goods is accompanied by a delivery note that shows all relevant Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**). The Company shall provide the Buyer with an estimated day of despatch. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 6.3 Unless otherwise notified by the Company, for all orders of standard Orders up to £500 (excluding VAT), carriage will be charged at £30 (excluding VAT) per shipment for delivery to mainland United Kingdom. For all Orders above £500 (excluding VAT) to the UK mainland, carriage will be paid by the Company. Carriage costs are available on request for oversized items, items which require crates or palletisation, or items which require delivery outside of mainland United Kingdom.
- 6.4 If delivery is attempted and failed, and you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage and further delivery. If we cannot contact you or re-arrange delivery or collection we may terminate the contract.
- 6.5 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 6.6 The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to, including but not limited to:
- 6.6.1 provide the Company and any courier appointed by it with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
- 6.6.2 pay for the Goods in full;
- 6.6.3 pay any import duty, tariff, levy or other charges that become due upon importation of the Goods. Any failure to pay such charges shall result in the failure of delivery and the Buyer shall have deemed to have cancelled the Order. The Goods shall be returned to the Company and the Buyer may be liable for any associated costs, charges or sums resulting from this cancellation; and
- 6.6.4 comply with any other obligations as set out under the Contract.
- 6.7 Because of the risk that delivery could be delayed, or that the Goods could be damaged in transit, you agree not to schedule or commit to any third-party products or services (such as hiring electricians to install the Goods) until after the Goods have arrived and you have checked they are complete and undamaged. The Company will not be liable for any third-party costs (including cancellation or call-out fees) which result from the Goods not arriving on time or in working order.

- 6.8 If any import duties, tariffs or levy are imposed upon the sale, licensing or other transfer of the Goods from the United Kingdom to a member state of the European Union those charges shall be paid by Buyers.
- 6.9 The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Buyer shall make those licences and consents available to the Company prior to the relevant shipment.
- 6.10 If the Company fails to deliver the Goods, its liability shall be limited to the costs incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.11 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately.

For Consumers Only

- 6.11.1 The Buyer shall inspect the Goods on delivery and promptly inform the Company of any defects or shortages.
- 6.11.2 Where there is likely to be a substantial delay in the delivery of Goods, the Buyer may give notice to the Company to cancel the Contract and receive a refund for any Goods paid for but undelivered.
- 6.11.3 The Company shall deliver the Goods to the Buyer as soon as reasonably possible and we will contact you with an estimated delivery date, which will be within thirty (30) Business Days after the day on which the Company accepts the Buyer's Order.
- 6.11.4 If the Buyer does not collect the Goods from the Company as arranged or if, after a failed delivery to the Buyer, the Buyer does not re-arrange delivery or collect them from a delivery depot the Company will contact the Buyer for further instructions and may charge the Buyer for storage costs and any further delivery costs. If, despite the Company's reasonable efforts, the Company is unable to contact the Buyer or re-arrange delivery or collection the Company may end the Contract and the Buyer may be liable for any associated costs as set out in this Contract.
- 6.11.5 If delivery is attempted and failed, The Company will carry out one redelivery, free of charge. We will contact you for further instructions.

For Businesses Only

- 6.11.6 The Buyer is responsible for inspecting all packages on delivery. If packaging is open or damaged in any way, the Buyer must mark the delivery note as 'damaged' in the signature box (including any electronic signature box) and notify the Company within 24 hours. The Buyer may refuse to accept delivery of damaged packages, in which case they shall be returned to the Company at the Company's expense. If the Buyer fails to notify the Company, the Company shall not be liable for any claim of any defect or damage to the Goods.
- 6.11.7 The Buyer shall notify the Company of any defects, damage or shortages in writing within three (3) Business Days from the date of delivery. If the Buyer does not give notice to the Company of any defects, damages or shortages, the Buyer will be deemed to have accepted the Goods and the Company shall not be liable for any damages, defects, or shortages.
- 6.11.8 If the Company delivers up to and including 10% more or less than the quantity of Goods ordered the Buyer may not reject them, but on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.
- 6.11.9 Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 6.11.10 If we terminate the Contract under Condition 6.4 above, we may keep a portion of the amount paid to cover our costs.
- 6.11.11 If ten (10) Business Days after the day on which the Company notified the Buyer that the Goods were ready for delivery, the Buyer has not accepted delivery of them:
- 6.11.11.1 delivery of the Goods shall be deemed to have been completed on 9.00am on the 10th Business Day after the day on which the Company notified the Buyer that the Goods were ready; and
- 6.11.11.2 the Company may store the Goods pending delivery to the Buyer and charge its reasonable storage costs; and
- 6.11.11.3 the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage costs and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods; and
- 6.11.11.4 the Company may charge interest in accordance with condition 10.6 on any final balance payable by the Buyer.

7. QUALITY

- 7.1 The Company warrants that on delivery, and for a period of 12 months for lampshades and 10 years for electrical products from the date of delivery (warranty period), the Goods shall:
- 7.1.1 Conform in all material respects with their description and any applicable Specification subject to condition 4.5; and
- 7.1.2 Be free from material defects in design, material and workmanship; and 7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 7.2 The statutory rights of any consumer Buyer will not be affected by this condition 7
- 7.3 Subject to condition 7.4, if:
- 7.3.1 the Buyer gives notice to the Company during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 7.1;
- 7.3.2 the Company is given a reasonable opportunity of examining such Goods; and
- 7.3.3 the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.4 The Company shall not be liable for the Goods' failure to comply with the warranty set out in condition 7.1 if:
- 7.4.1 the Buyer makes any further use of such Goods after giving notice in accordance with condition 7.3;
- 7.4.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good practice regarding the same;
- 7.4.3 the defect arises as a result of the Company following any drawing, design or Specification supplied by the Buyer;
- 7.4.4 the Buyer alters or repairs such Goods without the written consent of the Company;
- 7.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 7.4.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5 Unless stated otherwise in the Specification, the Goods are not suitable for outdoor use and are not IP rated or suitable for use within bathroom zones 1 or 2.
- 7.6 Goods produced by the Company are uniquely and individually handcrafted and variations are inherent in such materials and finishes. As such, decorative materials may vary in tone, colour, character and texture. The Company shall use its reasonable endeavours to maintain variation to a minimum and to match pairs of Goods where possible upon the Buyer's written request.
- 7.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company, but for the avoidance of doubt the warranty period shall continue to run from the date of original delivery of the Goods.
- 7.8 For Businesses Only**
- 7.8.1 Except as provided in this condition 7, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in condition 7.1.
- 7.8.2 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS

- 8.1 The Company is a producer of Electrical and Electronic Equipment (EEE) and is therefore obligated under the Waste Electrical and Electronic Equipment (WEEE) Regulations (WEEE Regulations).

- 8.2 As per the requirements of the WEEE Regulations, the Company's EEE products are marked accordingly with a crossed out wheeled bin symbol and a date mark.
- 8.3 The collection, treatment, recovery, and environmentally sound disposal of waste EEE purchased from the Company shall be the sole responsibility of the Buyer.
- 8.4 As per the WEEE Regulations, our Goods should be recycled appropriately, either by taking it to a local Designated Collection Facility (DCF) CF (most local council recycling centres include DCF facilities) or send it back to the Company at Heathfield & Co, Unit 1 Priory Road, Tonbridge, Kent TN9 2AF where it will be disposed of according to the WEEE Regulations.
- 8.5 More information about the WEEE Regulations can be found at www.gov.uk/electrical-and-electronic-equipment-eee-producer-responsibility.

9. TITLE & RISK

- 9.1 The risk in the Goods shall pass to the Buyer on completion of delivery.
- 9.2 Title to the Goods shall not pass to the Buyer until the earlier of:
- 9.2.1 the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 9.2.2 the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in condition
- 9.3 Subject to condition 9.4, the Buyer may resell or use the Goods before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- 9.3.1 it does so as principal and not as the Company's agent; and
- 9.3.2 title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.
- For Businesses Only**
- 9.3.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- 9.3.4 store the Goods separately from all other goods held by the Buyer so they remain readily identifiable as the Company's property;
- 9.3.5 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 9.3.6 maintain the Goods in satisfactory condition; and
- 9.3.7 notify the Buyer immediately if it becomes subject to any of the events listed in condition 12.
- 9.4 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in condition 12, then, without limiting any other right or remedy the Company may have:
- 9.4.1 the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 9.4.2 the Company may at any time: (a) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and (b) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

10. PRICE AND PAYMENT

- 10.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's price list as at the date of acceptance of the Order.
- 10.1.1 It is the responsibility of the Buyer to check the paperwork is factually correct before making a payment.
- 10.2 The Company will accept payments made by bank transfer (BACS) as the preferred payment method. Debit/credit card payments (excluding American Express) will be accepted up to a maximum order value of £5k. Any orders exceeding £5k (or the equivalent in an alternative currency) will need to be paid via bank transfer.
- 10.3 All payments must be paid in the currency stated in the Order. If, as a result of a payment being made in a currency other than as stated on the Order, the Company incurs any charges or costs (including costs as a result of differences in exchange rate), the Buyer shall pay to the Company sufficient additional funds to cover these charges and costs.
- 10.4 The price of the Goods excludes:
- 10.4.1 amounts in respect of value added tax (VAT), unless otherwise stated, which where applicable the Buyer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice;
- 10.4.2 the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer;
- 10.4.3 any import or export taxes, duties or charges, which it shall be the responsibility of the Buyer to pay; and
- 10.4.4 the cost of any customs certificates (such as, but not limited to, SASO, EUR.1 or ATR1 Certificates), any costs associated with which shall be payable by the Buyer.
- 10.5 The Company shall not be obliged to despatch the Goods until the full price (including any taxes, charges or costs referred to in condition 10.4 above) has been paid in cleared funds, and may, in its absolute discretion, cancel or delay delivery of the Goods until it has received such payment.
- 10.6 If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 10.7 If the Company accepts and processes an Order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by the Buyer as being an error, the Company may terminate the Contract, refund any sums paid by the Buyer and require the Buyer to return any Goods at the Company's expense.
- 10.8 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

10.9 For Businesses Only

- 10.9.1 The Company may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 10.9.2 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 10.9.3 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 10.9.4 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.
- 10.10 For trade account holders, the Company may, in its absolute discretion, vary the discount provided to the trade account holder upon providing written notice to the Buyer and such variation of the discount shall be effective immediately
- 10.11 The Company may, in its absolute discretion, agree credit terms or the payment of a deposit in lieu of requiring payment in full in advance.
- 10.12 If credit terms are agreed, the Buyer must pay any invoices rendered by the Company within thirty (30) calendar days of the date of the invoice. If invoices are not paid within thirty (30) calendar days of the date of the invoice, the Company may demand the balance be paid in full and charge interest on any overdue payment in accordance with these Conditions.
- 10.13 If a deposit is agreed, the balance of the price shall be payable when the Company notifies the Buyer in writing that the Goods are available for despatch.
- 10.14 If an Order is cancelled prior to delivery of the Goods, the Buyer shall still be liable for any charges due under the Contract and the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or

consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with the cancellation of the Contract.

11. RESALE

11.1 Unless otherwise agreed, the Goods are not intended for re-sale. However, if you are contracting as a Business, we recognise that you may buy Goods on an ad-hoc basis on behalf of (or for resale to) a customer as part of a project you are involved with. In such circumstances you may resell the Goods to that customer, through you will not be (and may not hold yourself out as) one of our official resellers.

12. CANCELLATIONS AND RETURNS

12.1 Where Goods are returned as no longer required or unsuitable, it is the responsibility, risk and at the cost of the Buyer to ensure that they are delivered to the Company undamaged and, in the opinion of the Company, in a saleable condition.

12.1.1 The Company does not accept the return of lampshades

12.2 When refunding a return or cancellation, the Company will process the payment to the details supplied by the Buyer when the Order was placed

12.3 For Consumers Only

12.3.1 Subject to condition 5.3, the Buyer may return unwanted Goods to the Company for a full refund, including any standard delivery charges, in accordance with this condition. The Buyer must notify the Company within fourteen (14) calendar days of delivery of the Goods that they wish to cancel their Order. The Buyer must return the Goods to the Company within fourteen (14) calendar days in accordance with condition 12.1, or, if the Goods are too large to be delivered to the Company, must arrange for the Company to collect the Goods within fourteen (14) calendar days and pay the Company's reasonable costs in making the collection.

12.3.2 If the Buyer wishes to cancel an order, they may use the form annexed to these Conditions (but are not obliged to do so).

12.4 For Businesses Only

12.4.1 Subject to condition 5.3, if the Goods are no longer required or are unsuitable, the Buyer may give notice to the Company to cancel the Contract, subject to paying a restocking charge of 40% of the Net Price of the Goods and returning the Goods to the Company at the Buyer's own expense and risk.

12.4.2 The Company will not accept any cancellations or returns of Goods that are not delivered to the Company within twenty (20) Business Days of the date of their invoice and the Buyer shall be liable to pay the invoice in full.

13. TERMINATION

13.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if:

13.1.1 the Buyer fails to pay any amount due under the Contract on the due date for payment;

13.1.2 the Buyer will not, within a reasonable time, allow the Company to deliver the Goods to the Delivery Location;

13.1.3 the Buyer will not, within a reasonable time of being asked for it, provide the Company with information necessary for the Company to provide the Goods.

13.2 If the Company terminates the Contract under condition 13.1, the Company will refund the Buyer any money paid in advance for any Goods which are not provided but may deduct reasonable compensation for the net costs the Company incurs as result of the Buyer's breach of the Contract.

13.3 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

13.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13.6 For Businesses Only

13.6.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Buyer if:

13.6.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five (5) Business Days of that party being notified in writing to do so;

13.6.1.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.6.1.3 the Buyer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or

13.6.1.4 the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.7 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in condition 13.6.1 to condition 13.6.4, or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

14. LIMITATION OF LIABILITY

14.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

14.1.2 fraud or fraudulent misrepresentation;

14.1.3 breach of the terms implied by section 15 of the Sale of Goods Act 1979; or

14.1.4 defective products under the Consumer Protection Act 1987; or

14.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

14.2 The Company shall not be liable:

14.2.1 for any defects in the Goods caused by accident, fair wear and tear, alteration, misuse, tampering, natural fading or discoloration, oxidation, humidity, water, heat or cold, prolonged exposure to sunlight or salt air or other unsuitable environmental conditions, in use or storage, or the application of any treatment or process whatsoever by the Buyer or any third parties to the Goods after delivery;

14.2.2 any costs incurred by the Buyer as a result of the Buyer not inspecting the Goods prior to installation;

14.2.3 any alteration or repair of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Goods did not comply with the Specification; or

14.2.4 for any losses, damages, costs and expenses (including reasonable professional fees) incurred by the Buyer indirectly or directly as a result of the Buyer's failure to install the Goods by a fully qualified electrician in accordance with local laws and regulations.

14.3 The Goods are supplied for domestic, private use. If the Goods are used for any commercial, business or re-sale purpose the Company shall not be liable to the Buyer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 The Company shall not be liable for any loss or damage to any Goods owned by the Buyer but left with the Company for repair, rewiring or other work. The Buyer shall maintain appropriate insurance of the Goods whilst in the possession of the Company and the Company may request evidence of the required insurance.

14.5 For Consumers Only

14.5.1 Subject to condition 14.1, the Company shall not be liable for any loss or damage caused by its breach of this Contract or for not exercising reasonable care and skill which was not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen, or, if at the time the Buyer entered into the Contract, the Buyer informed the Company of the particular risk. We shall not be liable for any loss or damages that are business losses or losses to non-consumers.

14.6 For Businesses Only

14.6.1 Subject to condition 14.1, the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to repairing or replacing the Goods, or, at the discretion of the Company, the price for the Goods.

14.7 The Company shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- 14.7.1 any defects or shortages in the quantity of Goods provided unless the Buyer has complied with conditions 6.11.9 and 6.11.10; or
- 14.7.2 damage to or loss of all or part of the Goods in transit (where the Goods are carried by the Company's own transport or by a carrier on behalf of the Company), unless the Buyer notifies the Company within three (3) Business Days of receipt of the Goods or the scheduled date of delivery, whichever is the earlier; or
- 14.7.3 any indirect, special or consequential loss or damage; or
- 14.7.4 loss of data or other equipment or property; or
- 14.7.5 economic loss or damage; or
- 14.7.6 incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages); or
- 14.7.7 any act, negligence, or default by the Buyer or any third party; or
- 14.7.8 any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, even if the Company is advised in advance of the possibility of any such losses or damages.

15. FORCE MAJEURE

15.1 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for sixty (60) Business Days, the party not affected may terminate this Contract by giving two weeks' written notice to the affected party.

16. DATA PROTECTION

16.1 The Company, and to the extent that the Company provides personal data to the Buyer, the Buyer, shall comply with all applicable requirements of the Data Protection Legislation. This condition is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.

16.2 To the extent that the Company processes any personal data on behalf of the Buyer, the Company will:

- 16.2.1 process such personal data in accordance with the Company's privacy policy, the Buyer's instructions or as necessary in order to fulfil the Contract;
- 16.2.2 implement appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful process and against accidental loss, destruction, damage, alteration, or disclosure;
- 16.2.3 use reasonable endeavours to ensure the reliability of its personnel with access to such personal data;
- 16.2.4 notify the Buyer or any suspect, potential or actual data incident, including any suspect, potential or actual accidental, unlawful, or unauthorised destruction, disclosure, loss, alteration, or access in relation to personal data processed on behalf of the Buyer;
- 16.2.5 not subcontract any processing of such personal data without the Buyer's written consent; and
- 16.2.6 not process and/or transfer any such personal data to any country outside the European Economic Area without the Buyer's prior written consent.

16.3 The Company will only use the Buyer's personal information as set out in our privacy notice at heathfield.co.uk/privacy-notice

17. INTELLECTUAL PROPERTY

17.1 The Buyer acknowledges that:

- 17.1.1 the Intellectual Property Rights are the Company's (or its licensor's) property;
- 17.1.2 nothing in this agreement shall be construed as conferring any licence or granting any rights in favour of the Buyer in relation to the Intellectual Property Rights. The Company asserts its full rights to control the use of its trade marks within the EEA and the Buyer shall assist the Company as required in preventing parallel importers from diluting the Company's rights; and
- 17.1.3 any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Company or any other owner of the trade marks from time to time.

17.2 Any Intellectual Property Rights provided by the Buyer to the Company in a Specification shall remain the property of the Buyer, and the Buyer agrees that the Company may use, copy and distribute such Intellectual Property Rights in order to manufacture the Bespoke Goods under the Contract.

17.3 The Intellectual Property Rights of any amendment, alteration, improvement, adaptation or otherwise to the Specification or Bespoke Goods by the Company or any of its employees shall be the sole and exclusive property of the Company (and the Buyer assigns unconditionally such rights to the Company if such arises).

17.4 The Buyer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

18. ASSIGNMENT AND OTHER DEALINGS

18.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

19. ENTIRE AGREEMENT

19.1 For Businesses Only

- 19.1.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.1.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. VARIATION

20.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. WAIVER

21.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. SEVERANCE

22.1 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 to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

23. NOTICES

23.1 For Businesses Only

- 23.1.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 23.1.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 23.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 23.1.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

24. THIRD PARTY RIGHTS

24.1 No one other than a party to this Contract shall have any right to enforce any of its terms.

25. GOVERNING LAW

25.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) 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.

26. JURISDICTION

26.1 For Businesses Only

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