

## Terms and Conditions of Sale

The terms and conditions (including the definitions) set out in Part I below, apply to all contracts for the sale of Goods. The terms and conditions set out in Part II below apply only to contracts for the sale of Goods entered into via our website(s), in addition to those set out in Part I. The terms and conditions set out in Part III below apply only to contracts for the sale of Goods entered into other than via our website(s), in addition to those set out in Part I.

Rexel UK Limited and the expressions, "**Rexel**", "**we**" and "**us**" and "**our**" and "**the Company**" means Rexel UK Limited (Company Number 00434724) (VAT Number 614213680) whose registered office is at 5th Floor Maple House, Mutton Lane, Potters Bar, Herts EN6 5BS.

GOODS FOR SALE ON THE WEBSITE, OUR CATALOGUES AND ANY OTHER SALES MATERIALS PRODUCED BY US ARE INTENDED FOR USE BY BUSINESS CUSTOMERS ONLY AND NOT CONSUMERS. YOU CONFIRM THAT ON PLACING AN ORDER YOU ARE PURCHASING THE GOODS FOR BUSINESS PURPOSES ONLY AND YOU ARE NOT PLACING ORDERS AS A CONSUMER. FOR THE AVOIDANCE OF DOUBT REFERENCES TO INDIVIDUALS WITHIN THESE CONDITIONS ARE REFERENCES TO INDIVIDUALS ACTING FOR PURPOSES WITHIN THEIR BUSINESS, WHICH INCLUDES ANY TRADE OR PROFESSION.

### **PART I – TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS**

#### **1 INTERPRETATION**

1.1 In these Conditions the following words shall have the meanings set out below:

**"Conditions"** means the standard terms and conditions of supply of Goods set out in this document including the introduction.

**"Contract"** means a legally binding contract for the sale and supply of Goods and made in accordance with these Conditions.

**"Goods"** means the goods described in the Order.

**"Intellectual Property Rights"** means any patents, trade marks, service marks, registered designs, database rights, applications for any of the foregoing, copyright, unregistered design rights know how and any other similar protected rights in any other country.

**"Local Trade Counter"** means any of our **Rexel UK Group** branches in England, Scotland and Wales.

**"Order"** means an order placed by you for the purchase of Goods.

**"Price"** means the price of the Goods either advised to you or detailed in the confirmation email where the Order is placed via a Website.

**"Working Day"** means any day other than a Saturday and Sunday but excluding bank and public holidays in England.

**"you"** means the person, firm or company who purchases the Goods from us

1.2 Any references to any statute shall include references to that statute as modified or re-enacted from time to time

## **2 ACCEPTANCE OF OUR CONDITIONS**

- 2.1 All orders for Goods supplied by us or any of our subsidiary companies as the case may be are subject to these Conditions and the placing of an Order by you will constitute acceptance of these Conditions. You may copy these Conditions and store them for your future reference.
- 2.2 We only supply Goods for purchase by adults and we do not sell to children.
- 2.3 Where there is a conflict between these Conditions and any additional terms and conditions, rules and instructions, these Conditions shall apply.

## **3 APPLICATION OF TERMS AND BASIS OF SUPPLY**

- 3.1 Subject to any variation under Condition 3.3 of Part I, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 3.2 No terms or conditions endorsed on, delivered with or contained in your purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 3.3 These Conditions apply to all our sales and any variations to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by one of our directors, the identity of whom from time to time is available from Companies House.
- 3.4 You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or in any confirmation email. Nothing in this Condition shall exclude or limit the Company's liability for fraud or fraudulent misrepresentation.
- 3.5 You shall ensure that the terms of your order and any applicable specification are complete and accurate.
- 3.6 All illustrations, descriptions, specifications, dimensions, weights and capacities listed on any Website, or in any catalogue, price list or other advertisement are intended merely to present a general idea of the Goods described and shall not form part of the Contract.
- 3.7 Any quotation is given on the basis that no Contract shall come into existence until we despatch an acknowledgement of order to you. We may withdraw any quotation at any time, even if the quotation is stated to be valid for a particular period, unless you make an offer within the stated validity period which has been accepted by us.

## **4 TRADE CREDIT ACCOUNTS**

- 4.1 If you wish to open a trade credit account we will ask you to complete and sign an application for trade credit account form ("Application Form"). The proprietor(s), partner(s) or an authorised employee (if a limited company), must sign the Application Form together with a director or secretary providing a personal guarantee. Until an Application Form has been received and a trade credit account approved (in writing) by us, Orders will not be accepted onto the trade credit account until cleared funds have been received. We will treat having received payment by credit card as us having received cleared funds. We reserve the right, in our absolute discretion, to grant, refuse, or discontinue any credit facilities or reduce or suspend any credit limit at any time and demand immediate payment of all monies outstanding.
- 4.2 Unless otherwise agreed by us in writing, sums due on a trade credit account are payable by the last Working Day of the month following the month in which delivery of the Goods takes place. If you exceed any agreed credit limit, we may demand immediate payment of all amounts outstanding from you to us on any account.

## **5 VARIATION OF GOODS**

We reserve the right in our absolute discretion to make any changes to the Goods which do not in our opinion materially affect the quality or nature of the Goods.

## **6 PRICE AND PAYMENT**

6.1 The prices displayed on the Website and in any catalogue or price list are in pounds sterling (unless otherwise stated) and are exclusive of VAT and other similar sales taxes and do not include packaging and delivery charges. These will be added to the total amount payable by you and will be shown when you make an Order.

6.2 Where Goods are specially ordered from manufacturers, and a carriage charge is made by such manufacturers, we reserve the right to recover this charge from you in addition to any other charges. You will also pay any additional charges incurred as a result of delivery by any particular method you may request (but we shall be under no obligation to comply with any such request).

6.3 We reserve the right to levy a handling charge on any orders, the total invoice price of which (excluding VAT) is less than our small order value from time to time. Details of our small order value are available from your Local Trade Counter from time to time.

6.4 We may request a sum to be paid in advance. Any advance payment made by you at our request shall be held by us as a deposit and not as a part payment. Any deposit is non-refundable in the event of you cancelling the Order, or us cancelling the Order as a result of your default.

6.5 Time for payment shall be of the essence.

6.6 No payment shall be deemed to have been received until we have received cleared funds.

6.7 All payments payable by you under the Contract shall become due and payable immediately on its termination, despite any other provision.

6.8 You shall make all payments due under the Contract or otherwise in full without any deduction by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by you to us.

6.9 If you fail to pay us any sum due pursuant to the Contract, you will be liable to pay interest to us on such sum from the due date for payment and we, at our discretion, shall be entitled to either, at our discretion:

(a) exercise our statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; or

(b) charge you interest on such sum from the due date for payment at the annual rate of 4% above the base rate of Barclays Bank plc from time to time accruing on a daily basis and compounded monthly until payment is made, whether before or after any judgment.

We may exercise this right in addition to any other rights we may have.

6.10 In the event of termination, variation or suspension of a Contract on your instruction or by lack of instruction, the Price will be adjusted to reflect the additional costs incurred by us. Where a Price per unit has been quoted and you require a smaller number of units to be delivered than those quoted for, we reserve the right to adjust the Price per unit applicable.

6.11 You will indemnify us against all costs, losses, damages, expenses and liability including but not limited to all legal expenses and disbursements incurred by us in recovering, attempting to recover or taking advice in connection with

the recovery of any amount which is due from you (whether or not recovery is successful) pursuant to these Conditions or otherwise.

## **7 DELIVERY & RISK**

7.1 We shall only deliver Goods to an address in mainland England, Scotland or Wales. You shall provide a delivery address within mainland England, Scotland or Wales or another address we may agree in writing.

7.2 We will advise you of any applicable delivery charge.

7.3 We will deliver the Goods to the address specified by you in your Order unless we have agreed to make them available for collection from a Local Trade Counter.

7.4 If you fail to take delivery of the Goods on the date notified to you by us, or fail to provide any instructions or authorisations required to enable Goods to be delivered on time, the Goods will be deemed to have been delivered, and risk in the Goods will pass to you on the delivery date and (without prejudice to any other rights we may have) we may:

- (a) store the Goods until actual delivery or sale and charge you for all related costs and expenses (including, without limitation, transportation, handling, storage and insurance); and/or
- (b) charge you any increase in the Company's list price for the Goods between the deemed delivery date and the date on which you take physical delivery of the Goods; and/or
- (c) following written notice to you, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge you for any shortfall below the price agreed with you in addition to being entitled to recover the costs of the sale and the costs described in Condition 7.4a of Part I.

7.5 We will endeavour to deliver the Goods to you in accordance with any despatch date notified to you, or, if none is specified, within seven (7) Working Days of you placing the Order with us or such alternative later date specified by you in your Order but you acknowledge that it may not always be possible to deliver the Goods within this timeframe and you agree that delivery of the Goods may take longer. Any dates or times for delivery of the Goods quoted by us are estimates only. We shall not be liable if the Goods are not delivered within seven (7) Working Days or for any failure to meet any estimated delivery date or for any costs, charges or expenses incurred as a result of any delay. You will not be entitled to refuse to accept any Goods or to cancel the Contract with us merely because of such failure unless any delay exceeds 180 days.

7.6 We shall be entitled to deliver in instalments. Where the Contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment delivery or part will be made as if the same constituted a separate contract. Failure by you to pay for an instalment in accordance with this Condition will entitle us without prejudice to our other rights and remedies to suspend further deliveries of goods under any other contract we have with you, pending payment by you.

7.7 Failure by us to deliver any one or more (but not all) instalments in accordance with these Conditions will not entitle you to treat the Contract as repudiated.

7.8 Risk of damage to or loss of the Goods shall pass to you:

- (a) in the case of Goods to be collected from your Local Trade Counter, at the time when we notify you that the Goods are available for collection; or
- (b) at the time of posting, if you request the Goods to be posted by us to you; or

(c) at the time of us handing the Goods to a third party if you arrange for the Goods to be collected by a third party carrier; or

(d) at the times the Goods are unloaded by our carrier or agent where transportation is arranged by us.

7.9 You will provide all appropriate equipment and manual labour for off-loading and loading the Goods.

7.10 Whether we or you arrange for the goods to be transported, the carrier shall be deemed to be your agent except for the purposes of sections 44, 45 and 46 of the Sales of Goods Act 1979.

7.11 Subject to Condition 12 of Part I, we shall not replace any lost or damaged Goods after delivery.

## **8 PACKAGING**

8.1 The manner of packing and transportation of the Goods shall be at our discretion. No liability shall be accepted for failure to pack to any particular standard, or against any particular risk unless the requirement for such packing is specifically brought to our attention, accepted in writing by us and paid for by you.

8.2 We may impose additional charges in respect of packaging we use for transportation and delivery of the Goods. Any such charges will be added to the Order and will be shown when you make an Order. For the avoidance of doubt, you agree that such additional charges will be levied in respect of Goods which are despatched in crates, drums, cases, pallets or other similar packaging and may be levied at our discretion in the case of any other packaging.

8.3 Where we charge for packaging pursuant to Condition 8.2 of Part I, unless otherwise specified by us, you will be entitled to a full credit for such additional charges, to be credited against subsequent invoices, so long as such packaging is returned undamaged to us carriage paid within 14 days of the date of the delivery of the Goods.

## **9 RETENTION OF TITLE**

9.1 Ownership of the Goods will not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of the Goods and all other sums which are or which become due to us from you on any account.

9.2 Until ownership of the Goods has passed to you, you must:

(a) hold the Goods on a fiduciary basis as our bailee;

(b) store the Goods (at your own cost) separately from all other goods owned by you or any third party so that they are identifiable as our property and clearly labelled as such;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition insured on our behalf for their full Price against all risks without any deductible to our reasonable satisfaction. On request you will produce evidence of the policy of insurance to us;

(e) hold any proceeds of such insurance on trust for us separately from any other money, and not pay the proceeds into an overdrawn bank account or allow any such bank account to become overdrawn; and

(f) allow us access at any reasonable time to enable us to inspect the Goods and verify that you have complied with your obligations under this Condition 9.2 of Part I.

9.3 You may resell the Goods before ownership has passed to you provided such sale is:

(a) in the ordinary course of your business at full market value and you will account to us accordingly; and

(b) on your own behalf and you deal as principal when making such sale.

9.4 If we cannot determine which goods are the Goods, you will be deemed to have sold all Goods sold by us to you in the order in which they were invoiced to you.

9.5 We will be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from us.

9.6 We may while we are the owner of the Goods (and without prejudice to any other rights we may have under these Conditions) demand the immediate return of the Goods at any time and you will forthwith comply with such demand and bear the expenses for such return.

9.7 If you fail to return the Goods in accordance with Condition 9.6 of Part I, you will be deemed to grant to us (or our successors in title for the Goods) and our respective employees and agents an irrevocable license to enter onto any premises where the Goods are or may be situated for the purpose of removing the Goods (the cost of doing so shall be borne by you) and to sell or otherwise deal with such Goods.

## **10 DUPLICATION OF ORDERS**

Where Orders are sent by post, fax, email or submitted via a Website in confirmation of a telephone order, you must ensure that they are clearly marked as such, failing which any such confirmation will be treated as a separate Order and you will be obliged to pay for the Goods ordered by each means.

## **11 QUALITY**

11.1 You acknowledge that we are not the manufacturer of the Goods. Consequently, subject to Condition 14 of Part I, we will not be liable for any defect in quality of any of the Goods, and our obligations in such respect will be restricted to applying our reasonable endeavours to:

(a) transfer to you the benefit of any warranty or guarantee given to us in respect of the Goods, if requested by you, at your expense; or

(b) make and pursue any available claim under the terms of any warranty or guarantee as mentioned in Condition 11.1a of Part I, subject to you paying all costs and expenses incurred on an indemnity basis in advance of them being incurred, and providing us with such security as we may in our absolute discretion require in respect of the defendant's costs that may become payable should we lose any dispute. In the event of a claim being made, we will promptly account to you (to the extent of your claim and subject to the deduction of an amount equal to any costs incurred in making and pursuing such claim which you have not already paid) for any proceeds resulting to you.

11.2 The Goods are not sold by description or sample.

## **12 DAMAGE IN TRANSIT AND SHORTAGES**

12.1 The quantity of any consignment of Goods as recorded by us upon despatch from our place of business shall be conclusive evidence of the quantity received by you on delivery, unless you can provide conclusive evidence to the contrary.

12.2 We will not have any liability for short delivery, loss or damage to Goods occurring prior to delivery or for non-delivery (even if caused by our negligence) unless claims to that effect are notified to us and our designated carriers within 24 hours of delivery (in the case of damage or short delivery) or within 24 hours of our invoice or advice note (in the case of non-delivery). Goods received in a damaged or unsatisfactory condition must be signed for as such and the packaging and contents must be retained for inspection, failure to do so will invalidate any claim.

12.3 Subject to Condition 12.2 of Part I our total liability for short delivery, loss or damage to the Goods prior to delivery, or non-delivery of the Goods, shall be limited to (in each case at our discretion) repairing or replacing free of charge Goods within a reasonable time, or refund the Price at the pro rata Contract rate.

### **13 RETURNS**

13.1 Goods correctly supplied may not be returned without our written agreement.

13.2 If Goods have been supplied other than in accordance with these Conditions, they must be rejected within twenty-four (24) hours of delivery (or deemed delivery), otherwise they will be deemed to have been accepted and have been supplied in accordance with these Conditions.

13.3 Goods returned must be unused and undamaged together with any accessories or items that have been provided free of charge by us, consigned carriage paid or (if, and only if collected from your Local Trade Counter) returned in person to the same Local Trade Counter, in each case, accompanied by a packing note stating the Company's invoice number and date thereof together for the reason for return.

13.4 If returned Goods had been correctly supplied, the Company may impose a restocking charge. You agree to pay this charge in accordance with our invoice for it immediately on demand. We may decide whether to issue a Credit Note or refund, in our absolute discretion.

13.5 If you paid for the Goods by UK credit card or debit card, and a refund is due as a result of the Goods being rejected in accordance with Condition 13.2 of Part I, we shall make a refund to the same UK credit card or debit card used for payment so please ensure that you bring the credit card or debit card with you when you return the Goods to the Local Trade Counter from which you collected the Goods.

13.6 If returned Goods (or any of them) are dispatched and subsequently lost in transit the Company will not issue a credit note or refund (where one is due) unless and until the returned Goods arrive at the Company's premises.

### **14 LIMITATION OF LIABILITY**

14.1 THE PRICES CHARGED FOR THE GOODS ARE BASED STRICTLY ON THE UNDERSTANDING OF ACCEPTANCE BY YOU OF THE PROVISIONS IN THESE CONDITIONS FOR THE LIMITATION OF OUR LIABILITY. SHOULD YOU REQUIRE US TO ACCEPT ADDITIONAL LIABILITY THIS MAY BE DISCUSSED BETWEEN THE PARTIES AND IF AGREED THE PRICE MAY BE INCREASED ACCORDINGLY.

14.2 Nothing in these terms and conditions excludes or limits our liability:

- (a) for death or personal injury caused by our negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) in respect of any breach of the warranty as to title implied by section 12 of the Sale of Goods Act 1979; or
- (d) under section 2 Consumer Protection Act 1987 to the extent that liability cannot be lawfully excluded under section 7 of the same Act; or
- (e) any other liability that cannot be lawfully excluded.

14.3 By ordering the Goods, you acknowledge that we are not the manufacturer of the Goods and it is therefore reasonable for us to limit our liability to you as set out herein.

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

14.5 Subject to Condition 14.2 of Part I:

- (a) our total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise, arising in connection with the Contract will be limited to and shall not exceed (in respect of liability associated with defective Goods (if any), and subject to Condition 14.4 of Part I), the unit Price paid for the relevant Goods, and in all other cases shall not exceed the Price paid for the Goods ; and
- (b) we will not be liable to you for loss of use, loss of profit or anticipated profit, loss of business, loss of contracts, loss of overhead recovery, additional machining costs, loss of revenue or anticipated savings, any damage to your reputation or depletion of goodwill, any product recall or business interruption costs or any special, indirect or consequential loss or damage (even if we have been advised of such loss or damage) whatsoever and howsoever caused arising out of or in connection with the Contract.

14.6 The provisions of this Condition 14 of Part I shall survive the termination or expiry (for whatever reason) of the Contract.

## **15 INTELLECTUAL PROPERTY RIGHTS**

15.1 All Intellectual Property Rights relating to the Goods shall at all times be vested in and remain owned by us or our third party licensors.

15.2 You shall not use our name, logo or any other identification marks for the purpose of advertising or publicity without our prior written consent.

## **16 TERMINATION**

16.1 Either we or you may, without prejudice to any rights or remedies that we or you may have against the other party, terminate our obligations under a Contract with immediate effect or (in our case) suspend future deliveries if on giving the other party written notice the other fails to comply with any material obligation hereunder and such failure has not been remedied within ten (10) days of written notification from the party requiring remedy.

16.2 We may terminate our obligations under a Contract immediately if:

- (a) you fail to furnish us with any information or instructions required by us to fulfil any Order; or
- (b) you enter into any compromise or arrangement with your creditors, or if an order is made or an effective resolution is passed for your winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of your undertaking or assets; or
- (c) you cease or threaten to cease to carry on your business; or
- (d) you are made bankrupt.

16.3 All outstanding sums shall be due immediately if the Contract is terminated by us for any reason detailed in this Condition 16 of Part I.

16.4 Any terms and conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.

## **17 THIRD PARTY CLAIMS AND INDEMNITY**

17.1 You shall indemnify and keep us indemnified from and against any liability, penalty, costs, claims, damages, loss and/or expense incurred or suffered, whether or not foreseeable and howsoever arising:

- (a) As a result of incorporating property in the Goods; or applying any patent, registered or unregistered design, copyright, trademark, trade name or design to the Goods; in each case on your instructions, suggestions or specifications, or complying with any other instruction of yours relative to the Goods; and/or
- (b) In relation to any third party claims arising out from the use, installation, or dealing by you in the Goods (irrespective of whether or not they involve our negligence), except as a result of our fraud or wilful default; and/or
- (c) As a result of your negligence, default or breach in respect of this or any other contract you may have with us.

17.2 You shall notify us forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. We shall have sole conduct of any proceedings or claim. You shall provide us with all assistance in connection therewith as we shall request.

## **18 CANCELLATION OF AN ORDER**

We reserve the right to refuse to accept any cancellation of an Order. In the event of any cancellation or other default by you, you must pay all costs, losses and expenses incurred by us prior to the date of cancellation, and you will indemnify us in respect of any third party claims arising directly or indirectly out of any such cancellation.

## **19 CERTIFICATION**

If you require Goods from a quality assured source or certificates of conformity you must specify your requirements in writing at the time of placing the Order.

## **20 SAMPLES**

20.1 Any samples provided to you at your request must be returned to us in good condition within ninety (90) days of receipt or such shorter period as we may specify. We may charge the market value of all samples not so returned. Such market value will be the market value on the date when the sample was due to be returned.

20.2 Samples provided by us shall be subject to these Conditions together with any applicable additional terms and conditions, rules and instructions.

20.3 Goods are not sold by sample or description.

## **21 EVENTS OUTSIDE OUR CONTROL**

We shall not be liable to you or be deemed to be in breach of any Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract if the delay or failure was due to any events outside of our reasonable control including without limitation a technical failure of the Internet, act of God, explosion, flood, fire, epidemic, accident, war, terrorism, sabotage, insurrection, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, industrial actions or trade disputes (whether involving our employees or those of a third party), inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour.

## **22 CONFIDENTIALITY**

You will keep the terms on which you buy Goods from us confidential and will not disclose such information to anyone other than your officers and employees who need to know the same, or as required by any order of a court or the rules of a regulatory authority.

## **23 GENERAL**

- 23.1 We may assign (or hold on trust) the Contract or any part of it to any person, firm or Company. We may subcontract the performance of some or all of our obligations under the Contract.
- 23.2 You may not assign or hold on trust the Contract or any part of it.
- 23.3 No waiver by us of any breach of any Contract or these Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 23.4 An entity which is not expressly a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 23.5 If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the remainder of these Conditions and the Contract shall continue in full force and effect.
- 23.6 These Conditions and any Contract represent the entire agreement between us relating to the purchase of the Goods and supersedes all prior agreements, arrangements and undertakings between us relating to the Goods.
- 23.7 These Conditions and the Contract shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

## **PART II – TERMS AND CONDITIONS – WEBSITE ONLY**

The following applies to all websites owned and operated by us, (each a “**Website**”)

Please note that your use of the Website will be governed by our separate terms and conditions of use. Your privacy is also very important to us and these Conditions must be read in conjunction with our Privacy Policy which is published on our Website.

Where a Website offers an electronic ordering/sale option to you then conditions 1 to 6 inclusive below shall apply to all such transactions.

### **1 ACCEPTANCE OF OUR CONDITIONS**

- 1.1 Please read the provisions set out in this document carefully and confirm your agreement to them before submitting your registration and any order.
- 1.2 If you are under 18, you may use the Website only with the involvement of a parent or guardian.
- 1.3 We only supply Goods to businesses located in mainland England, Wales and Scotland and we do not accept Orders for Goods from businesses outside of those areas. The system may allow you to place your Order for some areas out of mainland UK but we are under no obligation to complete the Order.
- 1.4 When you register you may choose your own customer username and password. We will confirm the customer username that you have selected, or if you choose a customer username that is in use or inappropriate, you will be asked to choose another customer username.
- 1.5 You must at all times keep your password and customer username confidential and you must notify us immediately of any unauthorised use of your customer username or password, or of any breach of security known to you. We can

require you to change your customer username and/or password for security reasons at any time. If you wish to change your password you may contact us and do so.

- 1.6 You must notify us immediately if any employee who has been provided with an individual customer username and password ceases to be employed by you in order that we can disable the account.
- 1.7 You are responsible for all activities which occur under your customer username and password, save where such activities occur as a result of our negligence or fault.

## **2 PLACING AN ORDER**

- 2.1 The Goods displayed on the Website and information about the Goods and the prices on the Website are an invitation to place an Order only and do not constitute an offer by us to you to purchase the Goods.
- 2.2 If you have a trade account with us an Order is placed on the Website when you click the "Submit Order" button on our order form and the placing of such Order will constitute an offer by you to purchase the Goods subject to these Conditions. You should review the Order and correct any incorrect details before pressing the "Submit Order" button.
- 2.3 If you do not have a trade account with us an Order is placed on the Website when you click the "Confirm" button on our order form and the placing of such Order will constitute an offer by you to purchase the Goods subject to these Conditions. You should review the Order and correct any incorrect details before pressing the "Confirm" button.
- 2.4 We shall acknowledge receipt of your Order with an acknowledgment email. This is not an order confirmation or an order acceptance by us.
- 2.5 The Order shall only be accepted by us when we send a confirmation email to you from us when we dispatch the Goods or make them available for collection which shall create a Contract which is subject to these Conditions. The date of the Contract shall be the date on which we issue the confirmation email if any.
- 2.6 We may list availability information for Goods sold by us on the Website, including throughout the Order process but cannot guarantee the availability of Goods listed on the Website. Please note that dispatch estimates are only estimates and they are not guaranteed dispatch times and should not be relied upon as such.
- 2.7 Where Goods are listed as being currently unavailable you may still place an Order for these Goods and we shall send you a confirmation email when the goods become available and we are in a position to accept your Order and dispatch the Goods to you.
- 2.8 Acknowledgement of your Order is not a guarantee by us of the availability of the Goods.
- 2.9 If you receive an acknowledgment email or confirmation email for an Order which you did not place, or if the details in the acknowledgment email or confirmation email do not match the Order which you placed, you must contact our customer services department detailed on the Website to cancel the Order or correct the details.

## **3 PRICE AND PAYMENT**

- 3.1 Our Website contains a large number of Goods and it is always possible that some of the Goods listed on our Website may be incorrectly priced. Where Goods have been incorrectly priced we will, at our discretion, either contact you for instructions before dispatching the Goods, or reject your Order and notify you of such rejection. For the avoidance of doubt, we are under no obligation to supply the Goods at the incorrect price.
- 3.2 In certain cases, prices for Goods are calculated to more than two decimal places. However, for the purpose of the Website these prices are either rounded up or down in order that the prices can be presented in pounds and pence. Please note that where you purchase multiple Goods, the total price shown when you make an Order shall be

calculated on the basis of the original figures before they are rounded up or down and not on the prices displayed on the Website.

- 3.3 Payment must be made in pounds sterling and can be made by using any major UK credit card or debit card shown on the Website.
- 3.4 Payment by any UK credit card or debit card is subject to authorisation by the credit card issuer when the Order is placed. If such authorisation is refused to us, we will not be liable for any delay or non-delivery of the Goods and the Contract will be deemed to be cancelled.
- 3.5 If payment is made by UK credit card or debit card, the card will be debited when your Order is dispatched or the Goods are made available for collection.

#### **4 DELIVERY AND RISK**

If we agree to permit you to collect the Goods from a Local Trade Counter then delivery will be deemed to take place when we send you a confirmation email notifying you that the Goods are ready for collection and unless otherwise agreed in writing you will collect the Goods within seven (7) Working Days of the date we sent you such email.

#### **5 LOCAL TRADE COUNTER**

Details of your nearest Local Trade Counter can be found on the Website.

#### **6 GENERAL**

If you have any queries regarding these Conditions, you can contact us by writing to us at the following address- for the attention of the Legal Department, Yardley Court, 11/12 Frederick Road, Edgbaston, Birmingham, West Midlands, B15 1JD.

### **PART III – TERMS APPLICABLE TO GOODS BOUGHT OTHER THAN VIA THE WEBSITE**

#### **1 APPLICATION OF TERMS AND BASIS OF SUPPLY**

No order placed by you shall be deemed accepted by us until a written acknowledgement of order is issued by us or (if earlier) when we deliver the Goods to you.

#### **2 PRICE AND PAYMENT**

- 2.1 Unless otherwise agreed in writing, the price for the Goods shall be set out in our price list in force at the time the Goods are dispatched. Any increase in price between the date the Goods are ordered and the date they are dispatched shall be to your account. We shall notify you of any such increase.
- 2.2 If you do not have a trade credit account, payment is due on delivery.

#### **3 DESIGN SERVICES**

- 3.1 If we provide you with a service to provide you with a design for a lighting scheme, whether by use of software, a lighting design engineer, or otherwise, such service will be provided without charge and without any liability for any defect in the design, whether caused by our negligence or otherwise. We shall additionally be under no obligation to remedy any deficiencies in any lighting scheme.

3.2 Any drawings, plans, reports, specifications, or other material arising from the development of the lighting scheme shall remain our absolute property.