



**Heathfield LED**  
Making Light Work

## Terms & Conditions of Purchase

1. Definitions - The definitions and interpretations applicable to these conditions.

### **Company**

Registered address: Unit O, Westmead Ind Est, Westmead Drive, Swindon, Wiltshire, SN5 7YT  
Company Number: 7366136 Vat Reg No: GB 998 8098 25 WEEE No: WEE/HD2209UW

### **Conditions**

The standard terms and conditions of supply of Goods set out in this document.

### **Contract**

The Order and the Supplier's acceptance of the Order and made in accordance with these Conditions.

### **Customers**

Customers of the Company who purchase the Goods, including any of their customers and all ultimate users of the Goods.

### **Goods**

Goods agreed in the Contract to be bought by the Company from the Supplier

### **Order**

Company's written instruction to buy the Goods, incorporating these Conditions and counter-signed by a Director

### **Supplier**

The company that accepts the Company's Order.

## Application of Terms

- i. Subject to any variation under Condition 2.5, these Conditions are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions of the Supplier, its agents or servants (including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of Order or other document).
- ii. Each Order for Goods by the Company from the Supplier shall be deemed to be an offer by the Company to buy Goods subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.
- iii. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract simply as a result of such document being referred to in the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- iv. The Supplier acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or in any confirmation email. Nothing in this Condition shall exclude or limit the Company's liability for fraud or fraudulent misrepresentation.
- v. These Conditions apply to all the Company's purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company.

## 2. Indemnity

- i. The Supplier shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
  - a. defective workmanship, quality or materials;
  - b. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and
  - c. any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

- ii. The Supplier's liability under the Contract shall include all liability to the Customers that the Company acting reasonably incurs, assumes or accepts in the interests of preserving commercial relations with the Customers (either at the time of entering into the agreement with the Customers or at any time thereafter) notwithstanding that the Company may not have any liability in law to the Customers (by reason of the Company's liability being excluded or restricted in any contract with the Customers or otherwise).

### 3. Delivery

- i. The Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is specified in the Order or may be agreed by the Company in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk and cost as directed by the Company.
- ii. The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, the Order number, date of Order, number of packages, weight, list of contents and quantity supplied as well as any other information stipulated by the Company to the Supplier. The Supplier shall comply with any policies relating to delivery issued by the Company from time to time.
- iii. In the case of delivery of the Goods directly to a place of delivery which is not one of the Company's places of business the Supplier shall send to the Company a signed Proof of Delivery.
- iv. If so required the Supplier shall provide a certificate of conformance to specification with each delivery and failure to supply such certificate or delivery note in accordance with Condition 4.2 or comply with the Company's policies relating to delivery in accordance with Condition 4.3 will entitle the Company, at its discretion, to reject the delivery in whole or in part.
- v. Time for delivery shall be of the essence.
- vi. Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company during normal business hours and will not be accepted during stock taking periods (which the supplier will be duly informed of) or on bank and public holidays
- vii. If the Goods are not delivered on an agreed due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
  - a. cancel the Contract in whole or in part;
  - b. refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - c. recover from the Supplier any expenditure incurred by the Company in obtaining the Goods in substitution from another supplier; and
  - d. Claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
- viii. If the Supplier requires the Company to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

- ix. Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- x. If the Goods are delivered to the Company in excess of the quantities ordered the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- xi. The Company shall not be deemed to have accepted the Goods until it or, where the goods are delivered direct to the Customers, the Customers have had 60 days to inspect them following delivery. The Company and the Customers shall also have the right to reject the Goods as though they had not been accepted for 60 days after any latent defect in the Goods has become apparent. All costs in relation to the rejection shall be paid by the Supplier.

#### 4. Risk & Property

- i. The Goods shall remain at the risk of the Supplier until delivery to the Company is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Company.

#### 5. Price

- i. The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- ii. No variation in the price or extra charges shall be made without the written consent of the Company.

#### 6. Payment

- i. The Supplier shall invoice the Company upon, but separately from, despatch of the Goods to the Company. The Supplier's invoice must:
  - a. relate to one single Order only and not include multiple Orders;
  - b. be addressed to the Company;
  - c. be sent to the address stated in the Order or to such other place as the Company may direct; and
  - d. contain all of the following information:
    - a. invoice number;
    - b. delivery address;
    - c. the Supplier's name, address, company registration number and VAT registration number;
    - d. the name of the payee and the payment address;
    - e. the Company's Order number; and
    - f. the item numbers, descriptions, quantities and prices for the Goods as set out in the Order.

- ii. The Company shall only pay the price stated in the Order and the Company shall only pay handling or other additional charges if they are included in the Order. The Company shall not be required to pay any handling or other additional charges if they are not included in the Order.
- iii. In the case of delivery of the Goods directly to a place of delivery which is not the Company's place of business the Company will only be required to pay the price of the Goods once it has received the signed Proof of Delivery in addition to the invoice from the Supplier in accordance with Condition 4.3
- iv. In the event that the Company disputes the amount of the Supplier's invoice the Company shall be entitled at the Company's absolute discretion to pay the undisputed amount and issue and provide to the Supplier a debit note in respect of the disputed amount. If the Supplier accepts that the disputed amount of the invoice or such other amount as the parties agree (the Disputed Sum) is not due by the Company, the Supplier shall provide the Company with a credit note equal to the value of the Disputed Sum within 30 days of the Company providing the debit note to the Supplier.
- v. If the Supplier fails to advise the Company in writing that the Supplier does not accept that the Disputed Sum is not due by the Company within 30 days of the Company providing the Supplier with the debit note then the Supplier shall be deemed to have accepted that the Disputed Sum is not due by the Company and the Company shall not be obliged to pay the Disputed Sum.

## 7. Remedies

- i. Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Company:
  - a. to rescind the Order;
  - b. to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
  - c. at the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - d. at the Company's option at the Supplier's expense either to remedy any defect in the Goods or to obtain replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - e. to refuse to accept any further deliveries of the Goods but without any liability to the Supplier; and
  - f. to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

## 8. Force Majeure

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## 9. Notices

- i. Any notice given under the Contract must be in writing and signed by or on behalf of the party giving it.
- ii. Any notice or document to be given to the Company under the Contract must be given by recorded delivery post to the Company's registered office.
- iii. Any notice or document to be given to the Supplier under the Contract must be given by recorded delivery post to the Supplier's registered office or last known address.