



Terms and Conditions of Sale – 2014

1. Definitions

1.1 The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller.

1.2 The "Seller" means Blazebite Ltd./a Experia

1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

1.4 These Terms and Conditions of Sale are for Buyers in the UK only.

2. Conditions

2.1 These "Terms and Conditions of Sale" do not affect your statutory rights as a consumer.

2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.

2.3 If any amendments to these terms and conditions are required they must be confirmed in writing.

2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers' acceptance of these Conditions.

3. Prices and Payment Terms

3.1 The Price shall be that on the Seller's current catalogue list price, web site, or if applicable the price contained in the Seller's Quotation

3.2 Should a product's price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.

3.3 All Prices are exclusive of VAT at the prevailing rate and charges for packing, postage and carriage (plus VAT) which shall be paid in addition unless otherwise agreed and confirmed in writing.

3.4 Quotations are subject to confirmation upon receipt of order and the right is reserved to amend any accidental errors and/or omissions on the quotations or invoice.

3.5 The Seller reserves the right to alter or change any credit terms offered, following their receipt of credit checks or due to past history.

3.6 In the case of consumer sales, payment must be made in full before dispatch of any Goods.

3.7 In the case of other sales, that do not include an installation, payment terms not exceeding 30 days will be agreed with the Buyer.

3.8 In the case of other sales, under the value of £50,000, that include an installation, the buyer will be allowed to choose their preferred payment option as listed hereafter:

a) No deposit, payment due last day of installation and receive a FREE 1Year Service Contract.

b) No deposit, payment strictly 14 days after installation and receive a FREE 1 off Service Visit.

c) No deposit, payment strictly 30 days after installation, no free Service Contract offered.

Should the above not be strictly adhered to, the seller reserves the right to withdraw the offer and charge the buyer for a maintenance contract.

3.9 Free Maintenance contracts only apply to order values of £5,000 and over in any one transaction that include installation by the seller.

3.10 If the value of an order exceeds £50,000 the following payment terms apply: 40% of total invoice value with order. 40% on the first day our Installation Team attend site and 20% to be paid 30 days after date of completion.

3.11 The date of completion is the date our Installation Team leave site and one of your representatives sign to confirm that all equipment is on site.

3.12 Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.

3.13 Unless a Buyer specifies on their purchase order their preferred method of payment, payment must be made in full before dispatch of any Goods.

3.14 Any offers or promotions may be withdrawn at any time without prior notice.

3.15 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these conditions shall become immediately due and payable.

3.16 All installation quotations are based on 12 hours access being available to the Sellers installation team unless stated otherwise by the Seller.

4. Interest on Overdue Invoices

4.1 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 5% above The Royal Bank of Scotland base lending rate for the time being in force per calendar month.

5. Illustrations, images, Video and Specifications

5.1 The catalogue, website and all other illustrations and specifications are subject to alteration without notice.

5.2 The catalogue, website and all other illustrations and specifications are intended to represent the goods available and are not warranted in appearance of design and, due to improvement and the revision of design, goods may not conform to the catalogue and other illustrations in detail and the Seller will have no liability for any losses suffered by any Buyer through alterations of goods, catalogue, or illustrations and specifications, or any other representation of goods

6. Warranty and Liability

6.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

6.2 While every effort is made to ensure that the product specifications are accurate manufacturers do add and remove functionality in their products as the software is developed. Inevitably there will be a delay before the product descriptions are updated reflect these changes. It is highly recommended that an evaluation of the product is carried out to ensure that it meets your functional requirements prior to purchase.

6.3 It is the Buyer's responsibility to meet the cost of shipping to the Seller. This will be reimbursed in full if a fault is found with the unit, upon supplying the Seller with appropriate shipping receipts (s) / invoice (s).

6.4 It is the responsibility of the Buyer to ensure that any item that is returned is suitably packaged and that any damage caused while being shipped is the responsibility of the Buyer and not that of the Seller.

6.5 The Seller may at their discretion have an item collected by their elected carrier.

6.6 If no fault is found on the unit or the fault is not due to malfunction (for example, a battery, bulb or other consumable), the Buyer will be responsible for the cost of shipping the unit to the Seller, and the return of the goods to themselves, along with any administration costs incurred by the Seller.

6.7 Faults created by negligence, not using the unit for what it was intended, or not using the unit in accordance with the appropriate instruction manual will void any warranty given on the unit, at which time the Buyer will be liable for the full cost of repair and shipping.

7. Delivery

7.1 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date.

7.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

7.3 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

7.4 All deliveries are made with an itemised Delivery Note. All goods must be inspected on delivery and the Seller must be informed within 48 hours of any damages and shortages, preferably with photographic evidence. When signing for a delivery, the Buyer is accepting that the correct number of packages have arrived and the Goods have not been damaged in transit. It is not sufficient to sign the delivery as unchecked if parcels are damaged. They should either be refused or signed for as damaged.

8. Design and Installation

8.1 The Sellers design service is free of charge and are offered at the discretion of the Seller. The Seller reserves the right to withdraw this service at any time without prior notice. The design is an artist's impression of the finished room and is not to scale so must not be used for any other purpose.

8.2 If the Buyer requires any additional design plans, the Seller requires a purchase order or letter stating the Buyers intention to order the product inventory in full. If the Buyer does not fulfil the aforementioned, 10% of the total order value will be chargeable.

8.3 Requests for installation from the Buyer shall be arranged at the convenience of the Seller. Failure to have an area, suitably ready for the Seller by the agreed installation date and clear of any obstacles including debris or Buyers contractors / subcontractors or any other items that will impede installation (the

list is not exhaustive) will result in extra charges being incurred and the possibility that the installation will not be completed on time. This may also result in further site visits in future and incur further costs to the Buyer.

8.4 Where the room specification has changed since final site survey and installation, a charge may be made for additional time and travel costs and any additional labour involved in additional works.

8.5 With new build projects, the Seller may carry out a full site survey prior to manufacture and installation of the goods ordered. If the room is incomplete and the seller is unable to carry out the survey, this may result in a site visit charge being made to cover additional time and travel.

8.6 Completion of installation shall be when the seller's engineers leave the buyers establishment.

8.7 The Buyer accepts completion of installation when relevant paperwork is signed.

8.8 The Buyer must provide a 240v power supply, running water, a secure parking space, adequate lighting and any other reasonable request to allow a safe installation to take place.

9. Ownership and Risk

9.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

9.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.

9.3 In case of installation of goods, it is the responsibility of the Buyer to ensure the Seller has a suitably secure area to store goods until installation is complete and all delivery documents are fully completed.

9.4 The Buyer will be responsible for any items lost or stolen due to lack of security or secure area.

9.5 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.

9.6 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either.

a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or

b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

9.7 In the event that goods are ready for delivery and delivery is delayed pursuant to Buyer's instructions or any other reason beyond the Company's control the Company will have the right to invoice the Buyer and the Buyer agrees to pay the invoice for all goods so delayed.

10. Cancellation and Returns

All Experia branded products are made for your order. Because of this, no order which is accepted by us may be cancelled by you except with our written agreement and on terms that you shall indemnify us in full against all losses (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by us as a result of cancellation.

Our order cancellation policy is as follows and does not affect your statutory rights:

10.1 If the goods are not procured or manufactured the cancellation charge will be charged at 0% of the ex VAT order value.

10.2 If raw materials for the goods have been procured but the goods have not been manufactured the cancellation charge will be 40% of the ex VAT order value.

10.3 If the goods have been manufactured and still not dispatched, cancellation will be charged at 75% of the ex VAT order value.

10.4 If the goods have been dispatched, cancellation will be charged at 100% of the ex VAT order value.

10.5 If the goods ordered are of a non-standard specification, Blazebright Ltd t/a Experia reserve the right to charge 100% of the ex VAT order value from the point of Order Acknowledgement.

10.6 Any order amendments will be assessed and charged on a case by case basis.

10.7 If it is agreed that the goods are to be returned: -

a) a Goods Return number obtained from the Seller must be clearly shown on the returned parcels.

b) the Buyer will be liable for cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the

Goods being inadequately packaged by the Buyer or through the Buyer's fault.

c) the Seller reserves the right to make a handling and restocking charge of 20% on Goods which are returned if they were ordered in error or are no longer required .If the goods are faulty or being returned under clause 10.7 then the restocking charge will not apply.

10.8 If you are a Consumer you have the right, in addition to your other rights, to cancel your contract with the Seller and receive a refund provided the goods are in a saleable condition and:

10.8.1 The goods are not personalised or made to a specific size at your request

10.8.2 The goods are audio, video, CD or software which you have unsealed.

10.9 You must contact us and inform us in writing of your desire to cancel your contract within 7 working days of receipt of the relevant product(s). You must return the goods to us at your cost and we advise you to ensure the goods are adequately insured and re-packaged during any return journey. All goods must be in a new and unused condition with the original labels, original packaging intact and without damage.

11. Force Majeure

11.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver

goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

12. No Waiver

12.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

13. Liability

13.1 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

13.2 Except for the death of or personal injury of the Buyer or any other person which arises directly from the negligence of the Seller neither the Seller nor its employees, agents or representatives shall be liable for any loss, damage or injury of any kind whatsoever to the Buyer or any other person howsoever caused (unless such loss, damage or injury gives the Seller a right of indemnity against its insurers)

14. Copyright

14.1 The design, specification or illustration of any goods, and the copyright of all marketing material and of any computer software including discs, graphs, charts or slides, computer printouts, formulae and programmes, photocopies and all other software whether written or otherwise and any drawing or illustration supplied with goods or otherwise are the property of the Seller or where noted, the copyright holder and the Buyer shall have no right to use such design, specification or illustration for the benefit of any third party without the prior written consent of the Seller or where noted, the copyright holder.

15. Complaints

15.1 If you have a complaint about our service or any goods or services you purchase from us then please contact us immediately. You will be contacted as soon as possible and definitely within 1 working day of hearing from you.

15.2 All complaints will be dealt with in a fair and confidential manner.

16. Miscellaneous

16.1 Where computer equipment is supplied by the Seller, it is recommended that all data is frequently backed up. The Seller cannot be held responsible for any loss of data however caused.

16.2 Where training on the use of any software is given, the Seller assumes the Buyer to have a basic working knowledge of IT, computers and the Windows™ or Apple™ operating system.

16.3 Lamp/bulb clause: if a lamp fails within six weeks from receipt of goods the Seller will send the Buyer a replacement free of charge except where the unit is not used in accordance with its instruction manual.

16.4 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

16.5 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.