

These are the terms and conditions on which Wallis-Smith Limited, trading as Fritz Fryer Lighting (we, us, our, Fritz Fryer) supply goods and services to buyers (customers, you, your).

Please read these terms carefully before you submit an order, they tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

There are some important differences depending on whether you are buying as a business or a consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

## 1. Definitions

- 1.1. **Seller** means Wallis-Smith Ltd. trading as Fritz Fryer Lighting and also referred to as Fritz Fryer. We are a manufacturer and restorer of light fittings and lighting products, made in the UK. Company number – 06510359 VAT Number: GB926360033.
- 1.2. **Buyer** means the person who buys or agrees to buy the goods from the Seller also referred to as customer, client, you.
- 1.3. **Conditions** means the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.4. **Goods** means the items and services which the Buyer agrees to buy from the Seller as set out in the Schedule.
- 1.5. **Bespoke Goods** means any goods which differ to our 'standard' products ('standard' being those for sale directly on [www.fritzfryer.co.uk](http://www.fritzfryer.co.uk) with no changes requested at the time of placing an order). Nb, bespoke goods include, but are not limited to, changes of flex and metal finish combination outside of those available to order online, as well as any other Goods listed on our website where alterations are requested by the Buyer as well as all bespoke/custom made items not listed on our website at the time the order is placed.
- 1.6. **Price** the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

## 2. Conditions

- 2.1. If you are purchasing as a business this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 2.2. These Conditions form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods and Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document. No other conditions or terms whatever whether oral or written regardless of the date or dates upon which they were sent or exhibited by the customer shall affect or vary these conditions upon which the contract is made.
- 2.3. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.4. Acceptance of Fritz Fryer's offer to supply Goods and/or delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5. These Conditions may not be varied except by the written agreement of the Seller and the Buyer.
- 2.6. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in

Writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

- 2.7. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.
- 2.8. Any samples, drawings, descriptive matter or advertising issued by the Seller and any illustrations or descriptions of the Services contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.9. Any typographical, clerical or other error or omission in any sales literature, catalogue, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without notice to the Buyer and without any liability on the part of the Seller.
- 2.10. In the event of any conflict between the provisions of an order submitted by the Buyer and the provisions of any quotation or order acknowledgement issued by the Seller or these Conditions, the provisions of the quotation, order acknowledgement or these Conditions (as applicable) shall prevail.

### 3. Placing an Order

- 3.1. Placing orders can be done via:

Phone: 01989 567416 or 020 3929 5700  
E-mail: [ask@fritzfryer.co.uk](mailto:ask@fritzfryer.co.uk) or [london@fritzfryer.co.uk](mailto:london@fritzfryer.co.uk)  
Handwritten: Fritz Fryer Lighting, Unit 03, Alton Road, Alton Business Park, Ross On Wye, HR9 5BP  
Website: [www.fritzfryer.co.uk](http://www.fritzfryer.co.uk)

- 3.2. Written estimates, proforma invoices or quotations are valid for 30 days, unless withdrawn earlier.
- 3.3. For orders received by phone, the buyer agrees that the Goods on the estimate, invoice or quotation provided by the Seller have been checked and confirmed as correct before payment is made. Once payment is received these Goods constitute the order.
- 3.4. The Buyer shall be responsible to the Seller for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.5. **If you are purchasing as a business:**
  - 3.5.1. Once you have entered into a contract, you will be liable to pay for the Goods in their entirety. You may only cancel if agreed by us in writing.
  - 3.5.2. Where we agree to you cancelling the contract, you will be liable for any expenses or costs we incur (which may include the cost of manufacture and storage of the goods) and a restocking fee (typically 30% of sale price).

### 4. Payment and Interest

- 4.1. All orders are processed on a proforma basis, meaning payment must be received in full before your order will be processed, unless expressly agreed in writing between the Buyer and the Seller. No orders will be dispatched prior to full payment being received.
- 4.2. The Buyer shall pay all amounts due to us under these terms in full and not exercise any rights of set-off, counter-claim, deduction or withholding against invoices submitted by the Seller (other than any deduction or withholding of tax as required by law).
- 4.3. We reserve the right to reject or cancel any order containing pricing errors, with no further obligations to you, even if you have received a confirmation or shipping notice from us.
- 4.4. Upon receipt of payment the order will be moved into production. Stock availability will be checked. An Invoice (or Sales Receipt) will be emailed confirming your order, at which point, a binding contract for the sale and purchase of the goods will be formed between Buyer and Seller.

- 4.5. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2.5% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

## **5. Payment Methods**

- 5.1. For online orders, payment can be made by credit/debit card via our website payment portal..
- 5.2. For other orders, payment can be made by bank transfer (using our proforma/invoice/estimate number as reference) or by credit/debit card over the phone. Our bank details can be found on our proforma, estimate or invoice. Payments made from outside the UK will only be accepted by bank transfer.

## **6. Goods**

- 6.1. The quantity, quality and description of and any specification for the Goods are as described in the Estimate/Quotation and/or Sales Invoice/Sales Receipt (and the buyer must satisfy itself as to the specification, quality and fitness for purpose of the Goods).
- 6.2. The Seller reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.
- 6.3. We aim to make all descriptions of our products on our website, brochures and other documents as accurate and detailed as possible. However, errors do occur and we cannot guarantee that descriptions, dimensions, prices or colours of products are accurate. The images of goods on our website and in brochures are illustrative only. The Seller makes every effort to display colours accurately but cannot guarantee that the pictures accurately reflect the colour of those goods in real life. If a product is not as described on this site, your sole remedy is to return it in an unused condition.
- 6.4. We may make small changes to the goods to comply with laws or to implement minor technical adjustments and improvements (e.g. for safety or performance purposes).
- 6.5. At our discretion we may agree to loan Goods to you for use as samples. Samples must be agreed by us to be samples before your order is accepted. Samples will be invoiced and must be paid for in full, according to your normal account payment terms. Provided samples are received back within 30 days at our premises in their original condition, will we issue a full refund of the goods returned, or credit the relevant invoice (as applicable). You will be responsible for the costs and packaging involved in returning the samples to us.
- 6.6. **Nature of Goods:**
- 6.6.1. Unless specified, all goods in our 'Antique Collection', described as 'antique', 'vintage' or 'original' are to be considered as 'used'. This means that signs of wear and minor damage are likely to be present. We undertake to mention in item descriptions only those things that may be considered to be of major structural or aesthetic concern. We will supply detailed condition descriptions on any item upon request.
- 6.6.2. Our modern glass shades are hand blown and our metal work is hand coloured. As such they feature unique characteristics such as air bubbles in the glass, minor tooling marks and variations in colour. These differences may be considerable between different batches, making replacement products difficult to match.

## **7. Bespoke Items**

- 7.1. Please be aware, we will not copy designs from other designers. If we are making bespoke items to a specification you provide, we ask that you provide us with workable, easily understood and accurate specifications. You are responsible for ensuring the specification is correct and does not infringe any third-party right (including patents, registered designs and other intellectual property rights). We will not be liable for any loss or damage that arises as a result of us following a specification you have provided.
- 7.2. If a third-party brings a claim against us alleging its rights have been infringed as a result of us following the specification, you will be responsible for, and shall indemnify us by paying, all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of

profit, loss of reputation, all interest, penalties, legal and professional costs alongside expenses) that we suffered or incur in connection with such a claim. We may amend any specification for the same reasons we might amend the items (due to laws and safety) or to avoid any actual or likely infringement of third-party rights.

- 7.3. We may change a specification to comply with laws or make minor technical adjustments and improvements for safety or performance purposes, for example.
- 7.4. We retain the Intellectual Property Rights for all bespoke designs we make on your behalf unless expressly agreed by us, in writing.
- 7.5. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms and for providing any materials the Seller may reasonably require to supply the Services.
- 7.6. No order for bespoke or custom made items which has been accepted by Fritz Fryer may be cancelled by the Buyer, except with the agreement in writing by Fritz Fryer and on terms which the customer shall indemnify Fritz Fryer in full against all loss (including loss of profit), costs (including the cost of all service, materials and labour used) damages, charges and expenses incurred by Fritz Fryer as a result of the cancellation.

## 8. Lead Times

- 8.1. All our products are made to order. Any lead-time or delivery date specified by the Supplier is provided as a guide only and is the lead-time following receipt of payment. All lead times are approximate only and under no circumstances shall leadtimes be capable of being made of essence of the contract.
- 8.2. Lead times can vary from approximately 1 to 8 weeks from payment for standard products and 1 to 16 weeks from payment of deposit for bespoke products.
- 8.3. Lead times are dependent on receipt of the Deposit (where applicable), payment of the final invoice, availability of materials, the Customer supplying all other necessary information required for the Order, and complying with these Terms and Conditions.
- 8.4. For standard products, please refer to the lead time on the specific product page. Lead times given are the lead time for processing of the order, and not including delivery.
- 8.5. All lead times quoted for a specific order are given based on the current stock level at the time of quoting. Until an order is placed and payment received, the lead times may change.
- 8.6. Antique restoration work carries a variable lead time depending on the workload that we have at the time. You will be informed of the current lead time when we send an estimate for the work.
- 8.7. Bespoke/custom made products carry a variable lead time up to 16 weeks, you will be informed of the lead time during the design process.
- 8.8. **If you are a business:**  
It is your responsibility to supply your client with your own lead time, after checking with us the current lead time for the product. Any lead time we provide is based on current stock levels and may change until the order is received and paid for. The lead time given will be when the order will be ready to ship to you.
- 8.9. Any dates quoted for delivery of the Goods and/or provision of the Services are approximate only and to the extent permitted by applicable law the Seller shall not be liable for any damage or inconvenience due to the delay in delivery of the Goods or performance of the Services howsoever caused. Time for delivery of the Goods and/or performance of the Services shall not be of the essence of the Contract unless previously agreed by the Seller in Writing.

- 8.10. Fritz Fryer will not be liable for any loss, damage, injury or expense either direct or indirect which may be suffered by the customer by reason of late delivery of the goods from whatsoever cause such late delivery may arise.
- 8.11. If the Buyer fails to take delivery of Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) or if Fritz Fryer are required by the Buyer to withhold delivery of goods after the agreed delivery date, the Buyer shall pay to Fritz Fryer a weekly storage charge calculated from the total contract price and volume, which charge shall be added to the contract price.

## 9. Order Delivery

- 9.1. After you enter into the Contract we will contact you with an estimated delivery date (lead-time).
- 9.2. If delivery is delayed by an event outside our control we will inform you of this and of steps being taken to minimise delay.
- 9.3. 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 reserve the right to terminate the Contract.
- 9.4. Because of the risk that delivery could be delayed, or that Goods could be damaged in transit, you agree not to schedule or commit to any 3<sup>rd</sup> party products or services (including hiring electricians and tradespeople) until after the Goods have arrived and you have checked they are complete and undamaged. We will not be liable for any 3<sup>rd</sup> party costs (including cancellation or call-out fees) which result from Goods not arriving on time or in working order.
- 9.5. Title will pass to the customer upon completion of full payment.
- 9.6. Unless otherwise agreed, you are responsible for obtaining (at your own cost) any import licences or consents required in relation to the goods and for any customs or excise fees, duties or charges.
- 9.7. **If you are a consumer:**
- 9.7.1. The Goods will be delivered to your chosen address and become your responsibility from the time they are delivered.
- 9.7.2. Items can be collected from our Ross On Wye premises with prior notice during our opening times as displayed on our website. [www.fritzfryer.co.uk](http://www.fritzfryer.co.uk)
- 9.7.3. If we terminate the Contract under Paragraph 9.3. above, we may keep a portion of the amount paid to cover our costs.
- 9.8. **If you are a business:**
- 9.8.1. Orders placed by Retailers will be shipped to your retail address. We do not drop ship without prior written agreement.
- 9.8.2. From the time of delivery, the goods shall be at your risk and you shall be solely responsible for their custody and maintenance as if you were the owner.
- 9.8.3. You are responsible for inspecting the goods and making sure they match your original order.
- 9.8.4. Except where otherwise stated goods are offered where lying.
- 9.8.5. Goods sold "loaded at site" will be dispatched according to the customer's instructions but the risk in such goods will pass to the customer from the time of loading.
- 9.8.6. Goods sold "delivered" will be dispatched by any means of transport at Fritz Fryer's option unless otherwise agreed in writing. All unloading and demurrage charges which may be incurred will be charged to the customer. It is an implied condition that where Fritz Fryer sell goods "delivered to the customers premises or site" the adequate facilities and manpower exist for so doing by road and/or rail and for unloading.
- 9.8.7. Where Goods are to be delivered in instalments, each delivery shall constitute a separate contract to which all of these Conditions shall apply and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.



## 10. Pricing of Goods

- 10.1. The Price is the price quoted on the Seller's Proforma/Quotation/Estimate or Invoice (Quotations/Estimates/Proformas are valid for a period of 30 days from the date issued).
- 10.2. The Goods are subject to VAT (where applicable) and any other taxes, duties or charges (including customs charges).
- 10.3. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect. For all customers ordering from outside of the UK, British VAT is not applicable; however local tax in your residing country is liable to be paid upon delivery, unless you opt for and have prepaid shipping and duties (as detailed on your invoice). Our courier acts as our customs broker and is responsible for collecting any applicable taxes and duties owed to pay onward to your residing country's tax and customs office.
- 10.4. The price of the Goods is the price set out in the Order, or, if no price is quoted, the price set out in our published price list in force on the date of delivery. Any amounts due to us under the Contract must be paid in full without any set-off or deduction.
- 10.5. If you are a Business who we agree to provide Goods to on credit, all payments are due 30 days from the date of the invoice (unless alternative terms are agreed between you and us in writing).
- 10.6. Any overseas orders shall be charged in UK Sterling (£ GBP) at current exchange rates. The company has no control or liability over these rates.
- 10.7. Prices quoted in GBP £ on the website include UK sales tax (VAT) where applicable. Nb, VAT is not added to antique and vintage items and cannot, therefore, be reclaimed. Where prices are quoted in EUR € or USD \$, they are ex. VAT and all taxes or import duties are payable by the Customer. These prices are converted to GBP £ at the time of payment and we have no control over the rate of currency conversion, which is variable.

## 11. Liability

- 11.1. Nothing in this section, or elsewhere in the Contract, excludes or limits any liability that cannot lawfully be excluded, including liability for personal injury or death resulting from negligence, fraud or fraudulent misrepresentation or warranties as to title.
- 11.2. We do not accept liability for loss or damage arising as a result of any modification of Goods, or of the Goods being used without following the instructions or any safety warnings attached to the goods or within the instructions or product descriptions on invoices.
- 11.3. We do not accept any liability for any 3<sup>rd</sup>-party costs (including, but not limited to, electrician's charges).
- 11.4. Our liability for Bespoke Goods is limited as detailed in paragraph 7
- 11.5. **If you are a business:**
  - 11.5.1. Nothing in these terms shall limit or exclude our liability for:
    - death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
    - fraud or fraudulent misrepresentation;
    - breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
    - defective products under the Consumer Protection Act 1987; or
    - any matter in respect of which it would be unlawful for us to exclude or restrict liability.
  - 11.5.2. We shall not be liable, whether in contract, tort (including without limitation for negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any of the following: (a) any indirect, consequential, special loss or damage; or (b) any of the following losses or damages (whether direct or indirect): loss of profits; loss of goodwill or damage to reputation; loss of business; loss of anticipated savings; or loss or to damage or corruption of data or information.
  - 11.5.3. Our total aggregate liability in respect of all claims arising out in connection with the Contract (whether in negligence, contract, tort, misrepresentation, restitution or otherwise) will be

limited to the higher of: (a) the cost of the Goods; or (b) the costs and expenses incurred in obtaining replacement goods of similar description and quality to the Goods in the cheapest market available, less the price of the Goods.

- 11.5.4. Our total aggregate liability in respect of all claims arising out in connection with damage to property or persons in relation to any damage to persons or property which arise as a result of our negligence shall be limited to £1,000,000.
- 11.5.5. Except to the extent expressly stated in clause 16 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 11.5.6. Subject to clause 11.5.1:  
(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us (including any third-party costs such as the costs of calling out or cancelling an electrician); and  
(b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100 per cent of the total sums paid by you for products under such contract.
- 11.6. **If you are a consumer:**
- 11.6.1. If we breach these Terms, we are responsible for loss or damage you suffer that is a direct and foreseeable result (i.e. an obvious consequence or one which was contemplated by you and us at the time of entering into the Contract) of our breach or negligence. We are not responsible for any loss or damage not directly caused by our breach and that is not foreseeable.
- 11.6.2. We do not exclude liability for loss or damage resulting from the Goods that are defective under the Consumer Protection Act 1987, or which are not: (a) as described or not matching the information or sample provided; (b) of satisfactory quality; (c) fit for a purpose made known to us (at the time of the Contract); (d) supplied with reasonable skill and care.
- 11.6.3. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. Copyright & Intellectual Property Rights

- 12.1. All images and designs on our website are the copyright of Fritz Fryer Antique Lighting.
- 12.2. Our website and its content is copyright of Wallis-Smith Ltd. t/as Fritz Fryer - © Fritz Fryer 2020. All rights reserved.
- 12.3. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:
- 12.3.1. You may print or download to a local hard disk, extracts for personal and non-commercial use only.
- 12.3.2. You may copy the content to individual third parties for their personal use, but only if you acknowledge our website as the source of the material.
- 12.4. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.
- 12.5. **If you are a business:**  
Upon opening a trade account with us, you will have access to our Dropbox folder with indexed images of our Goods. It is only from here that you have permission to use our images for any

advertising purposes, social networking, sharing with your customers, etc. Using images from our website or social media is not permitted and may breach copyright laws.

### 13. **Lost and Damaged Orders**

- 13.1. Customers are required to inspect the Goods for the purpose of ascertaining whether or not at the time of Delivery they are damaged.
- 13.2. All orders should be thoroughly examined within 48 hours of receipt and any damaged or missing items including fixtures and fittings must be notified to Fritz Fryer immediately. Fritz Fryer shall not be liable for any such damage unless Fritz Fryer and the carriers are notified of such damage or loss within 48 hours of delivery. It is the responsibility of the Buyer to examine the goods immediately on receipt.
- 13.3. If the Buyer chooses not to inspect the Goods, they will be accepted by the Buyer to be without defect or damage.
- 13.4. Please do not dispose of the damaged goods or packaging until the Seller confirms you may do so, as they will be required for insurance purposes.

### 14. **Cancellation of Orders**

- 14.1. **If you are a consumer:**
  - 14.1.1. For items purchased online or via telephone, you may change your mind within 14 days of the Goods (with the exception of Bespoke Items/Goods) being delivered and receive a refund (though in some circumstances detailed below we may make deductions). If you order Bespoke Items/Goods and/or are a Business, you may not cancel under this Paragraph 14.1.1
  - 14.1.2. You can cancel the Contract by writing to us or emailing us with your name, address, order details, phone number and email.
  - 14.1.3. If you cancel once the Goods have been dispatched or delivered, you must return them to us at Fritz Fryer Lighting, Unit 3, Alton Business Park, Alton Road, Ross-On-Wye, HR9 5BP, within 14 days of advising us of your cancellation.
  - 14.1.4. Fritz Fryer will pay for the cost of return, or arrange for the item to be collected, if the Goods are faulty or not as described, or if there is an error in the pricing or description of the Goods, or if delivery is seriously delayed (unless this is your fault), or you have a legal right. In all other circumstances (including where you change your mind), the cost of returning the goods must be paid by you.
  - 14.1.5. We will refund the price you paid for the Goods (and delivery costs where applicable) by the method you used for payment. We may make reasonable deductions from the price to compensate us: for any damage to the Goods or loss of value caused by your handling them, to meet our collection or return delivery costs and to compensate us for any services provided in connection with the Goods.
  - 14.1.6. Refunds will be paid within 14 days of the Goods being returned.
- 14.2. **If you are a business:**
  - 14.2.1. You do not have the right to change your mind and return the Goods. Goods can only be returned to us if we agree to cancel your order or in the event of a fault or defect in the manufacturing or quality of the Goods, you can return the Goods to us and we shall repair or replace them free of charge (in accordance with the terms of our Warranty below). The warranty is an exclusive remedy and Fritz Fryer shall not be liable for any direct or indirect loss or damage suffered by you or a third-party resulting from such faults or defects (including, but not limited to, transport costs, loss of profit, loss of contract or the costs of obtaining equivalent Goods elsewhere).
  - 14.2.2. If we agree to cancel your order, you will be liable for any expense or cost incurred by us (which may include the cost of manufacturing and storing the items, delivery charges and a restocking fee – typically 30% of the retail price).
- 14.3. **Returning Items**
  - 14.3.1. Any items being returned to us under paragraphs 14.1 or 14.2. must be returned in the same condition as they were sent. They must not have been installed or used.



**Return address:**

Fritz Fryer Lighting  
Unit 3, Alton Business Park,  
Ross-On-Wye,  
Herefordshire,  
HR9 5BP

- 14.3.2. The items returned must be well packed. Return postage is at your cost (unless goods are being returned under paragraphs 14)a, iv. and we strongly recommend you obtain proof of postage as we are responsible for your parcel only once it has been received by us. Any loss or breakages will be your responsibility and will result in the guarantee being void.
- 14.3.3. We cannot send out replacement products until faulty goods have been returned, received and tested.
- 14.3.4. Any products modified at the request of the buyer and bespoke items cannot be refunded.

**15. Termination**

The Contract will end once we have finished providing the goods (and any related services), except that either you or we may terminate the contract where permitted under these terms, or in the event of a material breach by the other party which (if it can be remedied) if not remedied within 4 days of that party being notified of the breach having occurred.

- 15.1. We may terminate the Contract if:
  - 15.1.1. You do not make any payment, in whole or part, to us when due and do not make the payment within 7 days of us reminding you payment is due;
  - 15.1.2. You do not, within a reasonable time of us asking for it, provide us with information required for us to provide the goods;
  - 15.1.3. You do not, within a reasonable time, allow us to deliver the goods to you or collect them from us;
  - 15.1.4. You become insolvent or bankrupt, unable to pay debts when due, enter into administration or liquidation; and
  - 15.1.5. We reasonably believe you cannot, or will not, pay for the goods in full.
- 15.2. If payment by the Buyer under this contract becomes overdue, in whole or in part, or if the Buyer shall commit any other breach of this Contract as described above we may (without affecting any of our other rights or remedies) suspend performance of our obligations (including the delivery of goods) and treat this contract as discharged. We may repossess the Goods and any others that at that time have not been settled and paid and shall be entitled to enter upon any premises where the Goods may be situated for that purpose.

**16. Warranty**

**If you are a consumer:** We offer a 24-month warranty on our products. In the unlikely event that your Goods develop a fault within 24 months of purchase, we will repair them free of charge. If we cannot (or it is not economically viable to) repair the Goods, we will provide you with Goods of equivalent specification as a replacement.

- 16.1. Should your light develop a fault within the warranty period, please contact us on [ask@fritzfryer.co.uk](mailto:ask@fritzfryer.co.uk) before returning the item to us.
- 16.2. We test each faulty product and repair or replace, at our discretion, providing the item has not been modified, abused (including failure to follow our instructions, improper installation or operation; misuse including use of incorrect lamp, abuse, neglect, clearing or accident).
- 16.3. The Warranty does not apply to any patina or loss of finish.
- 16.4. In addition to this warranty some products we supply (e.g. LED lamps) come with a manufacturer's warranty and this will be clearly shown on packaging or fitting instructions, please retain these items for proof.
- 16.5. Fritz Fryer Lighting is unable to repair or replace products that have not been purchased directly from us.
- 16.6. The warranty is an exclusive remedy and Fritz Fryer shall not be liable for any direct or indirect loss or damage suffered by you or a third-party resulting from such faults or defects (including, but not limited to, transport costs, costs of replacement goods, electrician's fees, loss of profit, loss of contract).
- 16.7. This warranty does not affect your statutory rights, it is in addition to these rights and does not affect your legal right to reject the Goods or to cancel the Contract if you change your mind.

- 16.8. **If you are a business:**  
If you are a business customer we warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), any products which are goods shall:
- conform in all material respects with their description and any relevant specification; and
  - be free from material defects in design, material and workmanship.
- 16.9. If:
- 16.9.1.1. you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 16.9;
  - 16.9.1.2. we are given a reasonable opportunity of examining such product; and
  - 16.9.1.3. you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full, subject to clause 16.11
- 16.10. We will not be liable for a product's failure to comply with the warranty in clause 16.9 if:
- 16.10.1. you make any further use of such product after giving a notice in accordance with clause 16.10.1;
  - 16.10.2. the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
  - 16.10.3. the defect arises as a result of not following any drawing, design or specification supplied by us with the product(s);
  - 16.10.4. you alter or repair the product without our written consent; or
  - 16.10.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 16.11. Except as provided in this clause 16.9, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 16.10.  
These terms shall apply to any repaired or replacement products supplied by us under clause 16.2.
- 16.12. Whilst you may be purchasing our products for the basis of re-sale, you are not and are not entitled to describe yourself as one of our official resellers.
- 16.13. The products are our (or our licensors') intellectual property and nothing in these terms shall confer any licence or grant any rights in relation to in relation to the products or our trademark(s).
- 16.14. If you are contracting as a business customer you agree to indemnify us for any loss, damage or injury which occurs to any persons or property and any claims, actions and expenses or liabilities that we suffer as a result of your negligence or breach of these terms.

## 17. **Data Protection**

We collect and process personal data (including names, addresses, email, telephone number and payment details) in order to process and fulfil orders. We will make sure your information is kept safe and secure. If you purchase or enquire about a product then, unless you choose to opt-out, we will contact you from time to time with news and information about our products. We will always allow you to unsubscribe to Newsletters, but reserve the right to contact you for business reasons, such as but not limited to, delivery instructions, requests for information necessary to complete orders

## 18. **Changes**

We reserve the right, at our sole discretion, to modify or update these terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined by us at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## 19. **About Us**

Fritz Fryer Lighting specialises in lighting. Fritz Fryer Lighting manufactures contemporary lighting products and custom designs, as well as restoring vintage and antique lighting and offering lighting design and scheme services.

Telephone: 01989 567416  
Email: [ask@fritzfryer.co.uk](mailto:ask@fritzfryer.co.uk)

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London Showroom: 1 Albemarle Way, London, EC1V 4JB  
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Company Number: 06510359

VAT Registration Number: GB926360033

Fritz Fryer