

TERMS & CONDITIONS

These are the terms and conditions (Terms) on which JA & CO LONDON LIMITED (we, us and our) supply Goods to customers (you, your). Please read these Terms carefully before submitting an order and pay particular attention to Paragraphs 6.4 and 15, which set out the extent of our liability. Please note that certain parts of these Terms apply differently, depending on whether you are a Business or a Consumer.

1. INTERPRETATION

- 1.1. The words and phrases defined below, and elsewhere in these Terms, will have the particular meanings given to them: Bespoke Goods any Goods which differ to our 'standard' products (being those for sale on the J. Adams & Co website at the time of placing an order); Business any person who is not a Consumer; Consumer an individual purchasing Goods for purposes wholly or mainly outside his or her trade, business, craft or profession; Contract the Contract between you and us for the sale of the Goods (of which these Terms form part, together with any quote, order confirmation or correspondence issued by us); Goods any goods (or parts) supplied by us (unless otherwise indicated, 'Goods' includes Bespoke Goods)
- 1.2. Headings will not affect the interpretation of these Terms.
- 1.3. Any words following the terms "including", "include", "in particular", "for example" or any similar expression are illustrative and do not limit the words, description, phrase or terms surrounding them.
- 1.4. All other terms and conditions (whether express or implied) are excluded from the Contract and will not apply.

2. ABOUT US

- 2.1. We are a manufacturer of contemporary lighting products produced in the UK. You can contact us by telephoning +44(0)207 164 6428 or writing to J. Adams & Co 47 Ward Street, Birmingham B19 3TA
- 2.2. JA & CO LONDON LIMITED (Trading as J. Adams & Co) is a company registered in England and Wales with company number 09758681 and VAT number GB 230 437 343. Our registered office is at 47 Ward Street, Birmingham B19 3TA.

3. PLACING AN ORDER

- 3.1. If you wish to place an order for Goods in various ways, including by following our online checkout procedure on our website, by emailing orders@jadamsandco.com, or by writing to the address in Paragraph 2.1. We can, on request, provide a written quotation which unless withdrawn earlier is valid for 30 days.
- 3.2. When you place an order (whether by accepting a quote, or paying for the Goods), we will review the order and either accept or reject it (we might reject it, for example, because a product is out of stock). If the order is accepted then a binding Contract for the sale and purchase of the Goods will be immediately formed between you and us, and we will send you an order confirmation.
- 3.3. We may agree to loan Goods to you for use as samples (Samples). Samples will be provided at our discretion and their status must be agreed by us before your order is accepted. Samples will be invoiced and must be paid for in full (either on placing an order or when the invoice becomes payable, depending on the payment terms which have been agreed), provided that if the Samples are returned to us within 30 days in their original condition, then we will refund the cost of the Samples to you or credit the relevant invoice (as applicable).
- 3.4. If you are contracting as a Business:
 - 3.4.1. Once you have entered into the Contract you will be liable to pay for the Goods in their entirety. Each Contract is final and binding once formed and, even if the Goods have not been delivered, you may only cancel if we

agree in writing to allow you to do so.

3.4.2. Where we permit you to cancel the Contract under Paragraph 3.4.1, you will be liable for any expense or cost incurred by us (which may include the cost of manufacturing and storing those Goods) and for our restocking fee (which is typically 30% of the sale price).

4. THE GOODS

- 4.1. The images of Goods on our website and in brochures are only illustrative. We have made every effort to display colours accurately, but cannot guarantee that the pictures accurately reflect the colour of those Goods in real life.
- 4.2. Please note that all of our products are handmade. As a result, slight variations in finish, form, and appearance are to be expected and are part of the character and uniqueness of the Goods. These differences are not considered defects.
- 4.3. 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).
- 4.4. Where we provide services related to the Goods, these will be limited to manufacturing and design services (in the case of Bespoke Goods) based on any drawing, design or specification (Specification) that you provide and/or, in the case of international customers based outside the UK, we will wire the Goods for your location.
- 4.5. We will wire the Goods for your home market as standard. We accept no responsibility for any use of the Goods outside the market they were sold to or for any non-compliance of the Goods with electrical or wiring regulations outside of that market.
- 4.6. Unless otherwise agreed, you are responsible for obtaining (at you own cost) any import licences or consents required in relation to the Goods and for any customs or excise fees, duties or charges.

5. BESPOKE GOODS

- 5.1. If we are making Bespoke Goods to Specifications you provide, you must provide us with a workable, easily understood and accurate Specification.
- 5.2. Any original copyright, design right and other intellectual property in the Specification will remain your property, and you agree that we may use such intellectual property rights to the extent necessary to manufacture and supply the Bespoke Goods. However, any part of the Specification or the Bespoke Goods which is (or which could reasonably be considered to be) an adaptation, amendment, improvement of, or are otherwise derived from or related to the Goods (or any of our other intellectual property) will vest in us and be our sole property (and you agree to assign such rights to us absolutely and unconditionally).
- 5.3. You must ensure 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.
- 5.4. If a third-party brings a claim against us alleging its rights have been infringed as a result of our 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 and all interest, penalties and legal and professional costs and expenses) that we suffered or incur in connection with such a claim.
- 5.5. We may amend any Specification for the same reasons we might amend the Goods under Paragraph 4.2 or to avoid any actual or likely infringement of third-party rights.

6. DELIVERY

- 6.1. After you enter into the Contract we will contact you with an estimated delivery date (lead-time) or (estimated time scale).
- 6.2. If delivery is delayed by an event outside our control we will inform you of this and of the steps being taken to minimise the delay.
- 6.3. 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 may terminate the Contract.
- 6.4. Because of the risk that delivery could be delayed, or that the Goods could be damaged in transit, you agree not to schedule or commit to any third-party products or services (such as hiring electricians to install the Goods) until after the Goods have arrived and you have checked they are complete and undamaged. We will not be liable for any third-party costs (including cancellation or call-out fees) which result from the Goods not arriving on time or in working

order.

6.5. Title will pass to you upon completion of payment.

6.6. If you are contracting as a Consumer:

6.6.1. The Goods will be delivered to your chosen address, and will be your responsibility from the time they are delivered. The order confirmation will contain details of the delivery method and delivery charges. Unless otherwise agreed, delivery will be made within 30 days of payment.

6.6.2. If we terminate the Contract under Paragraph 6.3 above, we may keep a portion of the amount paid to cover our costs;

6.6.3. If delivery is likely to be substantially delayed, you may end the Contract and obtain a refund for Goods not received; and

6.6.4. If, before we entered into the Contract you informed us in writing that on-time delivery was essential and we miss that deadline, you may terminate the Contract. Otherwise any delivery date will be an approximate estimate only.

6.7. If you are contracting as a Business:

6.7.1. The delivery method will be set out on the order confirmation or invoice. Where delivery is provided on an ex-works basis then delivery shall occur when the Goods are made available for collection by you or your carrier. Where we agree to post or courier the Goods, delivery shall take place when the Goods are received or signed for. Once delivery has occurred, any future damage to or loss of the Goods shall be your responsibility.

6.7.2. Unless otherwise agreed, if you wish to test or inspect the Goods you must do so at our premises prior to delivery;

6.7.3. Any date named for despatch or delivery is an estimate only and not of the essence;

6.7.4. Subject to Paragraph 6.2, if we failed to deliver the Goods, our liability shall be limited to the price of the Goods paid to us;

6.7.5. We may deliver by instalment, each of which will be invoiced and paid for separately. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment;

6.7.6. We will not be liable for delays caused by an event outside our control;

6.7.7. If we terminate under Paragraph 6.3, we may retain the purchase price as compensation for your breach of Contract; and

6.7.8. All claims for damage to, or partial loss of, the Goods in transit must be made in writing to both us and the carrier within 48 hours of delivery. In the case of non-delivery of the entire consignment, claims must be made in writing to both us and the carrier within seven days of you (or your agent) being notified that the Goods have been despatched. If no claim is made within the times mentioned above, the Goods shall be deemed to have been delivered in accordance with the Contract.

7. PRICES

7.1. The Goods are subject to VAT (where applicable) and any other taxes, duties or charges (including customs charges).

7.2. 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, which will be set out on our invoice, are agreed between you and us).

7.3. We may charge interest at a rate of 2% per month above the base rate of Santander Bank Plc (with a minimum charge of £2.50).

7.4. The price of the Goods is price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery. Any amounts due to us under the Contract must be paid in full without any set-off or deduction.

8. RESALE

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

9. OUR WARRANTY

9.1. We provide a warranty (Warranty) that if the Goods fail within 5 years of the date of delivery due to manufacturing

defects then we shall repair them free of charge. If we cannot (or it is not economically viable to) repair the faulty Goods, we will provide you with Goods of equivalent specification as a replacement. If no equivalent Goods are available we will discuss an alternative settlement with you, and we will always do our best to make sure that you are fully satisfied with the outcome.

- 9.2. The Warranty does not cover any faults or damage caused by: failure to follow our assembly/installation instructions; improper installation or operation; misuse; abuse; neglect; cleaning or accident (including failure to follow instructions regarding the usage of the correct bulb). If we determined that the Goods have been disassembled or tampered with in any way other than by us then the Warranty will not apply. The Warranty does not apply to any patina or loss of finish.
- 9.3. If you are contracting as a Consumer: the Warranty is in addition to (and does not alter) your legal right to reject the Goods (see Paragraph 11) or to cancel the Contract if you change your mind (see Paragraph 12).

10. BUSINESS CUSTOMERS: RIGHT TO REPAIR OR REPLACEMENT

- 10.1. If you are contracting as a Business, you do not have a right to change your mind and return the Goods. In the event of any fault or defect arising in relation to the manufacturing or quality of the Goods then 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 in Paragraph 9.1). That warranty is an exclusive remedy and we shall not be liable for any direct or indirect loss or damage suffered by you or any third-party resulting from such faults or defects (including transport costs, loss of profits, loss of contracts or the costs of obtaining similar or equivalent goods elsewhere).

11. CONSUMER CUSTOMERS: YOUR RIGHT TO REJECT THE GOODS

- 11.1. If the Goods are not as described or are not fit for purpose (but only if you made that purpose known to us before we entered into the Contract) or are not of satisfactory quality, then you have the following rights:
- 11.1.1. up to 30 days from delivery: you can reject and return the Goods and get an immediate refund; and
 - 11.1.2. up to six months from delivery: we will repair or replace the Goods and, if this isn't possible, refund of the price you paid.
- 11.2. If you wish to exercise your legal rights to reject the Goods you must either return them or allow us to collect them. We will pay the costs of postage or collection. Please use the details set out in Paragraph 2.1 to obtain a return label or arrange collection.

12. CONSUMER CUSTOMERS: YOUR RIGHT TO CANCEL AND CHANGE YOUR MIND

- 12.1. As a Consumer, you may change your mind within 14 days of the Goods (except Bespoke Goods) being delivered and receive a refund (though in some situations we may make deductions – please see clause 12.5 for further details). If you order Bespoke Goods (even as a Consumer) and/or are a Business, you may not cancel under this Paragraph 12.
- 12.2. You can cancel the Contract by writing to us or emailing us (using the details set out in Paragraph 2.1) and providing your name, address, order details, phone number and email. You can also use the form attached at the end of these Terms.
- 12.3. If you cancel once the Goods have been dispatched or delivered, you must return them to us at J. Adams & C 47 Ward Street, Birmingham B19 3TA, or allow us to collect them. Please call or email us using the details set out in Paragraph 2.1 for a return label or to arrange collection. If you cancel after changing your mind, you must return the Goods within 14 days of informing us of cancellation.
- 12.4. We will pay the costs of return if: (a) the Goods are faulty or not as described; (b) you cancel due to us altering the Goods or these Terms; (c) there is an error in the Goods' pricing or description; (d) delivery is delayed (unless this is your fault); or (e) you have a legal right. In all other circumstances (including where you change your mind) you must pay for the return.
- 12.5. We will refund the price paid for the Goods (and delivery costs) by the method you used for payment. However, we may make reasonable deductions from the price (up to their entire value) to: (a) compensate us for any damage to the Goods or loss of value caused by your handling them; (b) meet our collection or return delivery costs; and (c) compensate us for any services provided in connection with the Goods.
- 12.6. Refunds will be paid within 14 days of the Goods being returned or (if earlier) you providing proof you have sent the Goods back (except where the refund may be subject to a deduction under Paragraph 12.5).
- 12.7. The right to cancel under this Paragraph 12 will be lost if the Goods become mixed inseparably with other items after

delivery.

13. TERM AND TERMINATION

- 13.1. 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) is not remedied within 14 days of that party being notified of the breach having occurred.
- 13.2. We may terminate the Contract if:
- 13.2.1. You do not make any payment to us when due and do not make payment within 7 days of us reminding you payment is due;
 - 13.2.2. You do not, within a reasonable time of us asking for it, provide us with information required for us to provide the Goods;
 - 13.2.3. You do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us;
 - 13.2.4. You become insolvent or bankrupt, unable to pay debts when due, enter into administration or liquidation; and
 - 13.2.5. We reasonably believe you cannot, or will not, pay for the Goods in full.
 - 13.2.6. If you breach the Contract, or are subject to a circumstance described in Paragraph
- 13.3. We may (without affecting any of our other rights or remedies) suspend performance of our obligations (including the delivery of Goods) until we are reasonably satisfied the circumstances giving rise to that suspension have been remedied.
- 13.4. You shall immediately pay all of our outstanding unpaid invoices and interest;
- 13.4.1. Each parties' rights and remedies existing at termination will continue unaffected; and
 - 13.4.2. Any part of the Contract expressly or implicitly intended to come into or remain in force after termination (including Paragraphs 5.3, 14.1, 15 and 16) will remain in force.

14. INTELLECTUAL PROPERTY

- 14.1. The Goods 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 Goods or the J. Adams & Co. = trademark.

15. LIABILITY

- 15.1. Nothing in this Paragraph 15, or elsewhere in the Contract, excludes or limits any liability that cannot be lawfully excluded, including liability for personal injury or death resulting from negligence, fraud or fraudulent misrepresentation or warranties as to title.
- 15.2. We do not accept any liability for loss or damage which arises as a result of any modification of Goods, or of the Goods being used in a manner which is inconsistent with the instructions provided or any health or safety warnings attached to the Goods.
- 15.3. As set out in Paragraph 6.4, we do not accept liability for any third-party costs (such as the costs of calling out or cancelling an electrician).
- 15.4. Our liability for Bespoke Goods is limited under Paragraph 5.3, and our Warranty liability is limited under Paragraph 9.
- 15.5. Neither party will breach the Contract or be liable for not performing its obligations (other than the paying fees when due) due to an event outside its reasonable control (even one that was foreseeable). This includes raw materials being unavailable, fire, flood, mechanical failure, non-performance by subcontractors or suppliers, or strikes and industrial action. If the delay or non-performance continues for more than 60 days, the unaffected party may terminate the Contract by on 14 days' written notice to the affected party. If you are contracting as a Consumer:
- 15.5.1. 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 is not foreseeable.
 - 15.5.2. 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.
- 15.6. If you are contracting as a Business:

- 15.6.1. 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.
- 15.6.2. 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.
- 15.6.3. 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.
- 15.7. The terms implied by s.13 to s.15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

16. DATA PROTECTION

- 16.1. We collect and process personal data (including names, addresses and payment details) in order to process and fulfil orders. We take our responsibilities as a data controller seriously and 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.

17. INDEMNITY

- 17.1. If you are contracting as a Business: 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 the Contract.

18. ENTIRE AGREEMENT

- 18.1. If you are contracting as a Business: The Contract constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees it has no remedies in respect of any statement, representation, or warranty not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation on any statement in the Contract.

19. GENERAL

- 19.1. No variation of these Terms shall be effective unless it is in writing and signed by one of our officers.
- 19.2. If a party delays or fails to exercise any right, or only exercises a right or remedy in part, that shall not constitute a waiver of that right and that right or remedy may still be exercised at a later date.
- 19.3. The Contract is between you and us and no other person shall have any rights under it. The Contracts (Rights of Third Parties) Act 1998 shall not apply to this Contract.
- 19.4. You may only transfer your rights or your obligations under the Contract with our prior written agreement. We may transfer our rights and obligations under these terms to another person if we choose to do so.
- 19.5. Each of the paragraphs in these Terms operates separately. If any court or authority decides any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 19.6. The Contract is governed by English law, and any legal proceedings relating to the Goods or the Contract must be brought in the English courts (unless you are a Consumer living in Scotland or Northern Ireland in which case you may bring legal proceedings in the Scottish or Northern Irish courts). If you are consumer and wish to cancel your order, please let us know within 14 days of days of delivery by emailing us at orders@jadamsandco.com, or by completing and returning the form below to J. Adams & Co London Limited, 47 Ward Street, Birmingham B19 3TA. For further details on this right please see Paragraph 12 of our Terms. CANCELLATION FORM (CONSUMER CONTRACTS ONLY)