

ANGLEPOISE®

Working with us **Terms and Conditions** **USA 2022**

ABANDON

DARKNESS

**Thank you for choosing Anglepoise as one of your preferred lighting brands.
Please find following the Terms and Conditions of business for the USA.**

Guaranteed for Life - Warranty



Anglepoise offers a **Lifetime Guarantee** on all its lights that are bought for a **domestic** setting.

This is a great benefit for your customers and our planet.

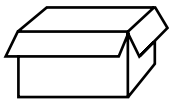
We are committing to looking after these lights for future generations so please encourage your customers to register their product using the simple in-box instructions.



Included

FREE LED Bulb

Every desk and table lamp comes with a free LED bulb; Bulbs can be confusing for customers so we have tried to make the process easier by supplying one in the box. Please check our technical data sheets for details.



Packaging

We are continuously improving our packaging of which 95% is now recyclable or compostable. All plastic handles have now been removed from boxes. For further information please speak to your sales manager.

Placing an order

Regular customers should have direct contact details for their dedicated Sales Manager or Customer Support assistant so please call or email them directly with your order. Alternatively, you can email **hello@anglepoise.com** or make use of our Support pages on our website (www.support.anglepoise.com)

Stock

Our aim is to have our core range ready to deliver within 10 days of an order being placed but if you need large quantities of a specific product - particularly if it's needed for a project or installation deadline - then get in touch as early as possible to confirm product availability.

Contract, Project and Trade Enquiries

For the fastest response, please go to anglepoise.com/usa/contact-us, complete the form and we will be in touch. For inspiration or examples of previous work to go anglepoise.com/usa/inspirations

Made to order or Custom Colours

Selected ranges can be 'made to order' and are available in bespoke colours but we have strict MOQs. Please get in touch to check availability and lead times by going to anglepoise.com/usa/contact-us

1. Contact Information

General Enquiries

Please go to anglepoise.com/usa/contact-us complete the form and we will be in touch.

+1 888 519 3225

Robert Sargent
Sales and Business Development Manager
rcs@anglepoise.com

Diane Lyking-Lizon
Customer Support
dl@anglepoise.com

2. USA Banking Details

Please contact your account manager for bank details.

3. Shipping Terms

Deliveries to be made to the 'account holders' address only, unless specified warehouse address is supplied.

Free standard ground delivery for all orders (excluding oversized items*) with an invoiced value over \$500 within the Continental US.

Orders below this level will be charged shipping at the following rates:

Zone 1 \$30:
NY, NJ

Zone 2 \$45:
ME, DC, VT, NH, MA, CT, RI, PA, MD, DE, VA, WV, OH, MI,
IN, IL, IA, WI, MN, MO, KY, AR, TN, NC, SC, MS, AL, GA, FL,
OK, TX, LA

Zone 3 \$65:
KS, CO, NE, WY, SD, ND, MT, ID, UT, NV, NM, AZ, CA, OR, WA

Giant lamp delivery costs vary based on location and are priced on application due to fluctuations in logistics costs. Before despatch we will confirm a delivery cost with you. For all pallet costs please enquire as costs vary.

1. Personnel and Contact Information

Robert Sargent
Sales & Business Development Manager
rcs@anglepoise.com

T: +1 917 594 4571

Diane Lyking-Lizon
Sales Support
dl@anglepoise.com

2. New Customers

All new customers are required to complete the 'New Customer Form' before we can begin processing orders.

3. Ordering Process

Customer Purchase Order should include the following information:

- Customer PO number
- Invoice address and contact details (i.e. registered office)
- Shipping Address and Contact Details (i.e. warehouse address)
- Required delivery date
- Product code
- Product description
- Quantity
- Expected net price (i.e. after any discount has been applied)
- Specified method of delivery: shipping account or indicate freight forwarder / collection.

Anglepoise will then send a Proforma Invoice to customer, confirming the Customer's Purchase Order

- We will aim to do this within 48 hours
- The Proforma Invoice will provide an ETA for shipping and the date the Proforma Invoice must be paid by.

4. Stock Levels

Anglepoise® stocking principle is 'to be in stock with all products at all times' at our warehouse and the stocking level is regularly monitored to take into account recent demand.

5. Payments

5.1 Proforma Terms: Full payment is received in the form of cleared funds before your order can be dispatched. Goods will be dispatched only upon receipt of payment in full.

5.2 30 Day Terms: If there is sufficient available credit on your account, orders will be dispatched and all invoices will be due in 30 days from the date of Invoice. Any other terms, only by prior written consent of Anglepoise® Inc.

5.3 Payment may be made via Credit Card, Wire, or ACH. Please find Anglepoise® Inc. Bank Details below:

Bank ABA (Routing Number): 021001088
Account Name: Anglepoise INC
Bank Name: HSBC
Bank Address: PO Box 9 Buffalo, NY 14240
Account Number: 048-94522-6
Routing Number: 021001088

5.4 Please note it may take up to 4 working days for the money to transfer into our bank account. It is recommended for you to consult your bank on how long it will take for the funds to transfer. Please ensure that all payments made are free of all bank charges.

5.5 When payment is made it is very important that the Proforma Number is quoted with the bank transfer. Please note if this is not made, allocating the payment for the correct order can take longer than necessary and may result in a delay on releasing the order.

Note:

- For all Proforma custom products to commence production, a 50% deposit and signed proforma is required.
- Stock will not be held for quotations.
- Only once the formal purchase order has been received can we allocate stock to your order.

6. Shipping Within the Continental United States

6.1 For customers shipping within the Continental US, free standard ground shipping is provided over an invoiced value of \$500, a flat rate fee will be applied for orders not meeting the minimum value. Exceptions include freight shipment on oversized items as detailed in Shipping Terms.

7. Shipping and Organising Collection

7.1 Unless explicitly agreed otherwise, any shipment going outside the Continental US is made available Ex Works Anglepoise® Warehouse – Newburgh, NY.

7.2 Intercoms Ex Works Definition
EXW Incoterms – Ex Works (named place of delivery)

This simple arrangement places the onus on the buyer to carry out the whole shipping process. The seller just makes the goods available at his factory or warehouse at the agreed date:

if they physically load them it is at the other party's risk, unless specific wording is added to the contract to vary this term. The buyer is responsible for all paperwork, loading, transportation, clearance and unloading. 'Ex Works' is also the typical basis of making initial quotations when the actual shipping costs at a given time are not known. The buyer pays all transportation costs and also bears the risks for bringing the goods to their final destination.

7.3 The customer may provide a United Postal Service or Federal Express shipping account or arrange collection from the Anglepoise® Newburgh warehouse; however, when shipping outside the Continental US, a freight forwarder is often required. In both cases the Duty and Tax is the responsibility of the customer.

7.4 Works Freight Forwarder
Please identify that you would like to use your freight forwarder on the Customer PO & we will provide the collection address on the Proforma Invoice.

It is our policy not to deal with Ex Works Freight Forwarders directly, as to avoid any miscommunication, carries collecting the wrong consignments, problems during transit, etc. For security reasons we are unable to send delivery notes and invoices to your freight forwarders.

This information must be sent by yourselves to your shipping agents to facilitate collection.

We feel that it is in our customers own interest to have full control of their own shipments.

It should also be restated that once the goods are collected from our warehouse, the goods are the property of the consignee and any misfortunes relating to the goods are not the responsibility of Anglepoise®.

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Anglepoise Ltd. Terms & Conditions of Sale

1. Pricing

1.1 Prices charged will be the current list price on the day on which the Order is placed unless otherwise stated in writing by the Company. The Company reserves the right to change list prices at any time and on any product without prior notification.

1.2 Where the Company's quotation contains prices which are different from the published price list and the Order is placed within 30 days from the date of the quotation, then the prices shown in the quotation shall be the prices payable for the Goods.

1.3 Unless otherwise stated in the Contract, prices are quoted exclusive of value added tax and sales tax, carriage and freight which will be payable in addition.

2. Delivery Lead Times

2.1 The Company will make all reasonable efforts to deliver all Goods within the period stated upon Confirmation of Order. The Company will not have any liability to the Customer for any delay in delivery.

2.2 An Order will only be considered placed once a Confirmation of Order has been provided by the Company.

2.3 The Customer will be responsible for inspecting Goods upon delivery and it is a condition of the Contract that any shortage or defect in Goods at delivery are notified to the Company in writing within two working days from the delivery date.

3. Payment Terms

3.1 Where goods are ordered to a specific Customer specification, it is the responsibility of the Customer to verify the specification of the goods as outlined in the Confirmation of Order provided to the Customer.

3.2 If a custom ordered item meets the specification agreed to in advance on the Confirmation of Order, these goods may not be returned under any circumstances.

3.3 Invoices that are not disputed within 20 days of invoice date are conclusively deemed accurate.

3.4 You shall pay the undisputed portion of the fees promptly and provide written details specifying the basis of any dispute.

3.5 For non-stock (bespoke) items a non-refundable 50% deposit is payable at point of order.

4. Property & Risk

4.1 The risk of loss or damage to the Goods passes to the Customer upon delivery.

4.2 Any Goods delivered to the Customer remain the property of the Company until payment in full of all amounts due to it from the Customer has been received by the Company.

4.3 No re-sale of the Goods by the Customer shall take place until payment is made in full to the Company.

5. Unexpected Events

5.1 If the Company is prevented from carrying out its obligations to the Customer by a cause beyond its reasonable control, including fire, flood, storm, failures of sub-contractors or transport, industrial action or acts of God. The Company shall not be liable for any failure or delay. However, the Company will try to find alternative ways of performing its obligations where possible.

6. Guarantees & Liability

6.1 The Company will have no liability to the Customer or any third party if the Customer does not comply in all respects with the Company's instructions in relation to the product.

6.2 If the Customer notifies the Company immediately it becomes aware of any defect in the Goods which appears within two years of delivery, the Company will, at its option, either repair or replace any Goods found to be defective due to faulty manufacture or materials supplied by the Company.

6. Guarantees & Liability

The Company also offers an extended warranty for goods used in normal, domestic conditions and in accordance with the care and use instructions provided. It does not cover normal wear and tear, commercial use or misuse of the product.

For full details of the Companies 'Guaranteed for Life' terms and conditions please see our 'Guarantee for Life' page here: www.anglepoise.com/legal/guaranteed-for-life

6.3 Where a defect has been notified, the Customer will, if so requested by the Company, return the Goods to the Company at the Customer's expense. If the Company subsequently confirms that the returned Goods contain defects attributable to the Company, the reasonable costs of re-delivery incurred by the Customer will be refunded.

6.4 The warranties given above will not apply to defects that are due to fair wear and tear, accidental damage or failure by the Customer or any third party to adhere to the Company's instructions or written recommendations.

6.5 All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Customer, by entering into the Contract, acknowledges that the only warranties are those given expressly by the Company in these Conditions.

6.6 Under no circumstances will the Company have any liability to the Customer for any loss or damage (whether direct, indirect or consequential and whether in contract or in tort) except as expressly stated in these Conditions. However this will not relieve the Company from its legal liability for death or personal injury which is due to the negligence of the Company.

7. Minimum Advertised Price Policy & Promotions

7.1 Anglepoise® has established a Minimum Advertised Price (MAP) Policy for all products.

7.2 MAP pricing can be found in our current Price List under the USD (exc. Tax) Column.

7.3 The Customer shall not advertise, publish, or publically post any Anglepoise® products at any price lower than the published MAP established by us, regardless of how they are communicated or in whatever medium they appear (website, magazine, mailings, catalogs, e-mail, in-store advertising, etc.)

7.4 MAP is exclusive of shipping costs and sales tax.

7.5 Any promotion or discounted price requires the written consent of Anglepoise®.

7.6 Any violation of Anglepoise®'s previously stated MAP Price Policy shall constitute a breach of this agreement. Anglepoise® will terminate the Customers status as an Authorized Dealer and prohibit further sales of the Company's products.

8. E-commerce & Online Retail Policy

8.1 The Customer must obtain Anglepoise®'s written permission to sell or promote any Company products online. Anglepoise® may grant or withhold its consent in its sole discretion.

8.2 If permission is granted to the Customer, the Customer may promote and display Anglepoise® products respecting established MAP Policy as stated in Clause 7.

8.3 As previously stated in Clause 7, any promotion or discounted price requires the written consent of Anglepoise®.

8.4 The Customer must obtain Anglepoise®'s written permission to sell Anglepoise® products through any third party website, auction website, or other e-commerce platform.

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9. Intellectual Property Rights & Copyrights

9.1 Anglepoise® retains the rights and powers it accrues on the basis of the Copyright Act and other intellectual and industrial legislation and regulations relating to all the goods or services it supplies, insofar as these rights do not belong to any third party.

9.2 The Customer may not have goods supplied by Anglepoise® copied elsewhere, or manufacture imitations thereof that differ in only minor details from the goods supplied, or become directly or indirectly involved in this.

9.3 Copyright or any other intellectual property of sketches, designs or models in whatever phase of elaboration these are and have been delivered to or shown to the Customer, remain the full property of Anglepoise® and may not be used otherwise than agreed in writing and solely for that specific purpose. Any permitted use does not mean that intellectual property rights have been transferred.

9.4 Authorized Dealers are given access to Images, Specifications, Brand Guidelines, Catalog, and Press Releases by logging in to the Trade portion of the Anglepoise® website.

- a) Access granted by Anglepoise® does not affect the rights of the author of the information provided.
- b) At all times during the term of the Dealership created by this Contract and any extension thereof, the Customer shall use the Trademarks in all advertisements and other activities conducted by the Customer to promote the sale of the Products.
- c) The Customer shall submit examples of all proposed advertisements and other promotional materials for the Products to Anglepoise® for inspection. The Customer shall not use any such advertisements or promotional materials without having received the prior written consent of Anglepoise® to do so.

10. Default

10.1 If the Customer:

- a) commits a breach of contract, or
- b) fails to make a payment on the due date; or
- c) becomes insolvent or has a receiver appointed then, in any such case the Company shall be entitled either to suspend the supply of Goods or, at its option, to cancel the Contract and repossess any Goods for which payment has not been received in full. The Company shall also have this right if it reasonably considers that any of the events mentioned (a), (b) or (c) above are likely to occur.

11. Severance

11.1 If any provision of these Conditions is held by a court to be unenforceable, the remaining provisions of the Contract will continue in effect.

12. General

12.1 The Company has the right to sub-contract its obligations. The Contract shall be governed by the laws of England and Wales.

13. Dispute

13.1 Any dispute between the parties shall be finally determined by the courts of England and Wales and the parties agree to submit to the jurisdiction of those courts. All products offered by the Company are supplied expressly upon these terms with no additions or modifications.