

ANGLEPOISE®

Working with us **Terms and Conditions** **EU 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 EU.**

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.

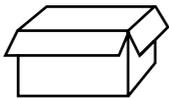
We are committing to looking after these lights for future generations so please encourage your customers to register their product using the simple in-box instructions.



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

1. Contact Information

General Enquiries

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

+44 (0) 1227 538 038

We are open 9am - 5pm GMT Monday to Friday

Anglepoise HQ
A10 Railway Triangle
Walton Road
Farlington, PO6 1TN
United Kingdom

Online Enquiry / Request

Alternatively submit a request form by clicking [here](#) and you will get the quickest response to your request, including the ability to submit images.

2. EU Banking Details

Please contact your account manager for bank details.

3. Shipping Terms

Prices are inclusive of shipping for orders with an Invoice value greater than €500 net within the EU.

For EU orders under €500 net shipping is charged at €45 per order.

Minimum order quantity of 3 products not including the Giant Range.

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.

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

No Drop Shipments will be made direct to customers from our factories.

INCOTERM: Anglepoise preferred incoterms for EMEA clients are either Ex-works (Collection from Anglepoise UK Warehouse) or DAP. Custom import duties and taxes are at the responsibility of the customer. Anglepoise Ltd will not accept Delivery Duty Paid, it is the responsibility of our individual clients to calculate the costs of importing goods.

EORI: Please note all clients based in the EU need to have an EORI number where applicable. This is needed for shipping and custom purposes. For pallet costs, please enquire.

1. Personnel and Contact Information

Anglepoise Head Office
Tel: +44 (0) 1227 538 038

UK Contracts
Gwyn George
Customer Support Manager
gwyn@anglepoise.com

UK Retail
Ben Wickens
Customer Support Administrator
bgw@anglepoise.com

Maria Schillemore
Customer Support Administrator
mks@anglepoise.com

Tracey George
Customer Support Administrator
tg@anglepoise.com

Incoterms 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 he physically loads 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.

2. New Customers

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

3. Ordering Process

1. Customer Places Purchase Order
(which must include the following information):
 - a) Customer PO number
 - b) Invoice address and contact details (i.e. registered office)
 - c) Destination Address and contact details (i.e. warehouse address)
 - d) Required delivery date
 - e) Product code
 - f) Product description
 - g) Quantity
 - h) Expected net price (i.e. after any discount has been applied)
2. Anglepoise sends Proforma Invoice to customer:
 - a) We will aim to do this within 48 hours
 - b) The Proforma will advise the date at which the product will be available and the date that the Proforma Invoice must be paid by.
3. Customer Pays Proforma:
 - a) Please ensure that the Anglepoise Proforma number is specified on the bank transfer document.
4. Anglepoise Warehouse prepares order for Collection:
 - a) The Delivery Note, Packing List and Invoice will be sent to the customer once receipt of cleared payment and products have been prepared for despatch by the warehouse.
 - b) From the Anglepoise warehouse – the Goods will be available to collect by the customers Freight Forwarder 2 working days after the delivery note is sent.
Opening hours 09:00 to 16:30 Monday to Friday
5. Customer informs their Freight Forwarder of the goods to be collected:
 - a) Delivery note, Packing List and Invoice must be given to the Freight Forwarder by the customer.
 - b) The customer is responsible for advising the Freight Forwarders of collection.

6. Customers Freight Forwarder arranges collection:
 - a) The Freight Forwarder / customer must book in the collection with the Anglepoise warehouse (at least 24 hours in advance of collection)
 - b) The Anglepoise Invoice and Sales Order must be referenced to complete the booking
 - c) Please ensure collection within 5 working days after products are made available.

7. Freight Forwarder collects the goods:
 - a) Freight Forwarder signs for the goods

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.

4. Stock Levels

Anglepoise aims to keep a regular and consistent level of stock at our warehouses according to current demand.
Please always check on availability prior to ordering.

5. Payments

All payments must have cleared into our relevant bank account in order for the goods to be allocated to your order.
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.
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 result in a delay on releasing the order.

6. Organising Collection

It is our policy not to deal with Ex-Works Freight Forwarders directly. This is to avoid mis-communication and wrong carriers collecting the wrong consignments etc. More importantly, should any problems occur during transit, if for any reason the shipping company does not pick up orders as required, or if they are short delivered, it is our customers responsibility to organise this and clarify with the shipping company directly.
As the vast majority of our customers do not inform us who their shipping agent is, 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.
Given the large volume of orders despatched each week, the Anglepoise order, Customer Order Number and Customer name needs to always be quoted when collecting.

7. Anglepoise Warehouse

Anglepoise Ltd
A10 Railway Triangle
Walton Road
Farlington
Hampshire
UK
PO6 1TN

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.

6.7 The sale of the Company's products is only permitted through the Customer's registered company and single associated website. Distribution, sales and transactions through other stores, multiple websites, third party companies or additional websites are not permitted unless by written permission from the Company. Such permission will not be unreasonably withheld.

7. Default

If the Customer:

- commits a breach of contract, or
 - fails to make a payment on the due date; or
 - 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.

8. Severance

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

9. General

9.1 The Company has the right to sub-contract its obligations.

9.2 The Contract shall be governed by the laws of England and Wales.

10. Dispute

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.