

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).

## 1. Definitions

- 1.1. Seller means Wallis-Smith Ltd. Trading as Fritz Fryer Lighting. 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.
- 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 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) at the time of placing an order). Nb, bespoke goods include, but are not limited to, changes of flex and metal finish combination to those not available to order online.
- 1.6. Price the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

## 2. Conditions

- 2.1. These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, 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.
- 2.2. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4. These Conditions may not be varied except by the written agreement of the Seller.
- 2.5. These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

## 3. Placing an Order

- 3.1. Placing orders can be done via:
  - Phone: 01989 567416
  - 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. If you are purchasing as a business:
  - 3.3.1. 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.
  - 3.3.2. 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. Orders are processed on a Proforma basis. Payment must be received in full before your order will be processed, unless expressly agreed in writing between the Buyer and the Seller.
- 4.2. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 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.

## 5. Payment Methods

- 5.1. Payment can be made by credit/debit card for online orders.
- 5.2. Payment can be settled either 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 Goods are described in the Quotation and/or Sales Invoice/Sales Receipt.
- 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 try 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: 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.

Our glass pendant lights are hand blown and our metal work is hand coloured. As such they feature unique characteristics such as air bubbles in the glass and minor individual variations in colour.

## 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.

## 8. Lead Times

- 8.1. Lead times detailed on our website are an indication and can often be improved, so do please contact us if you require your items more urgently.
- 8.2. Please refer to the lead time on the specific product page. Lead times given are the lead time for processing of the order, not delivery.
- 8.3. 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 time may change.
- 8.4. 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.
- 8.5. Bespoke/custom made products carry a variable lead time, you will be informed of the lead time during the design process.
- 8.6. 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.

## 9. 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 (such as hiring electricians) 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 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.fritzfrayer.co.uk](http://www.fritzfrayer.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.

## 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. 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.
- 10.4. 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).
- 10.5. Any overseas orders shall be charged in UK Sterling (£ GBP) at current exchange rates. The company has no control or liability over these rates.
- 10.6. 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. 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.
  - 11.5.2. 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.
  - 11.5.3. 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.
- 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 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.

## 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 lights. It is only from here that you have permission to use our images for any advertising purposes, social networking, sharing with your customers, etc.

### 13. Lost and Damaged Orders

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. Please do not dispose of the damaged goods or packaging 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)a.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)a,i. or 14)a,ii. 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 to us when due and do not make 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 you breach the Contract, or are subject to a circumstance described above 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.

## 16. Warranty

- 16.1. 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.
- 16.2. Should your light develop a fault within the warranty period, please contact us on [ask@fritzfrayer.co.uk](mailto:ask@fritzfrayer.co.uk) before returning the item to us.
- 16.3. 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).
- 16.4. The Warranty does not apply to any patina or loss of finish.
- 16.5. 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.
- 16.6. Fritz Fryer Lighting is unable to repair or replace products that have not been purchased directly from us.
- 16.7. 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).
- 16.8. If you are a consumer: 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.

## 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 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)

Our Premises: Unit 3, Alton Business Park, Alton Road, Ross on Wye, HR9 5BP

Registered office (no mail please) St Ethelbert House, Ryelands St, Hereford HR4 0LA.

Company Number: 06510359

VAT Registration Number: GB926360033