

# TERMS & CONDITIONS

Abstract AVR is a trading name under the Abstract Group of companies

## 1. Definition of Contract

1.1 These terms of sale apply to all goods sold and supplied by Abstract AVR LED

1.2 References to "the supplier", "our", "us" or "we" will be limited to Abstract AVR, whose registered address is:

Abstract AVR  
Westfield  
Rear of 24/26 Leicester Road  
BlabyLeicester  
LE8 4GQ  
United Kingdom

1.3 References to "the customer" will be limited to you, your business or any person buying lighting products and accessories from us .

1.4 References to "the goods" will be limited to lighting products and any associated accessories (including, but not limited to: lamps/bulbs, transformers and packaging) sold by us.

1.5 The contract is subject to the customer's right of cancellation (see section 6.0).

1.6 We reserve the right to change these terms and conditions of sale without notice to you in relation to future sales.

## 2. Terms of Sale

2.1 No contract exists between Abstract AVR and the customer for the sale of goods until the customer's order has been received, accepted by Abstract AVR and payment has been received in full. Only after all the above conditions have been fulfilled, will a binding legal contract between both parties be in existence.

2.2 The description and price of goods ordered will be as shown on the LightingEnterprises.com website at the time the order was placed.

2.3 All offers are subject to stock availability.

2.4 Dimension information included on the website is an approximate guideline. Abstract AVR will not be held liable for any costs or damages incurred as a result of using our products.

2.5 A qualified and/or competent individual must install products purchased from Abstract AVR. Where the goods develop a fault or are damaged due to incorrect installation, the customer's warranty will be void.

### **3. Delivery of goods**

3.1 Goods ordered will be delivered to the address specified when placing your order.

3.2 Upon receipt of the goods, the customer must check for damages and or shortages. The customer is required to give notice of any loss or damage within 48 hours of receipt. Failure to do so may affect any warranty claims that are made thereafter. The time and date of delivery are recorded by our carriers.

3.3 Reimbursement for damage to goods reported out within 48 hours of delivery will be subject to management's discretion. Abstract AVR will require proof from you that goods were damaged before receipt. (See our returns policy below.)

3.4 Abstract AVR aims to deliver the goods to the customer within the time estimated for delivery. Where it is outwith our control and we are not able to deliver the goods within the agreed timescales, we shall :

3.4.1 Inform the customer as soon as possible via email, including the anticipated new date of delivery; or

3.4.2 Offer an alternative product to the same value or offer a full refund for any sum paid.

3.5 If the customer deliberately fails to take delivery of the goods, Abstract AVR reserves the right to account to the customer, any excess costs incurred in re-selling or storing the goods until actual delivery, or resale to another customer.

### **4. Payment for goods**

4.1 Prices are displayed inclusive of Value Added Tax (VAT) and delivery costs.

4.2 The goods shall not be delivered until funds have been received in full; unless by prior arrangement with Abstract AVR trading and invoicing terms have been agreed in full.

4.3 Payment of the price and value-added tax shall be due within 30 days of the date stated within the invoice. Time for payment shall be of the essence. Failure by the customer to pay any invoices on the due date may, without prejudice to any of our other rights, facilitate us to:

4.3.1 Suspend or cancel deliveries of any further goods.

4.4 Payment is accepted by the following methods :

4.5 Payments may not be withheld by the customer by way of set-off or counterclaim which the customer may have or alleged to have for any reason whatsoever without appropriate legal documentation.

4.6 In particular with regards to shipping charges for both domestic and international orders, the pricing displayed on the order process screen is indicative only. We reserve the right to contact you to request payment in addition to the shipping charges over the total indicated on-screen at the time of purchase either via the website or upon the receipt of any subsequent email confirmation which is generated automatically by our system. Only after your acceptance and payment of any additional amount will we accept the order and process it for fulfillment. We only ever charge the amount required to cover the shipment of the order. We will also offer you the option to cancel the order for a refund of your payment if you decide not to accept the additional charge. This applies to both public and trade level accounts.

## **5. Data Security**

Abstract AVR is committed to protecting its customers' privacy. Information obtained will only be used lawfully (in accordance with the Data Protection Act 1998).

## **6. Cancellation and Returns Policy**

6.1 The customer reserves the right to cancel the contract at any time up to the end of 5 working days, beginning with the day the goods are received, and providing the goods have not been fitted and/or modified in any way. This does not apply to goods that have been manufactured specifically for you, for example, bespoke items.

6.2 Cancellations or returns must be notified to Abstract AVR in writing to the address supplied above, or via email to our customer services department.

6.3 Where the contract is cancelled after the goods have been dispatched, the customer will be responsible for returning the goods to Abstract AVR at a cost borne by the customer.

6.4 All goods must be returned by the customer in their original packaging and in a resalable condition within 14 days of notifying Abstract AVR of the intention to return the goods. Any charges incurred by Abstract AVR in the process of recovering goods which the customer failed to return, shall be charged directly to the customer.

6.5 Where the goods supplied fail to meet the customer's expectations, rejection of the goods will be accepted by Abstract AVR providing prior written approval has been received by the customer from us. Where Abstract AVR accepts any such goods for return, the customer shall be liable to pay a handling charge of 20% of the invoice price. Such goods must be returned by the customer in the original packaging, and at the customer's expense. Any reimbursements due will be completed within 28 days from the receipt of goods by Abstract AVR.

6.6 The customer is responsible for costs incurred returning the goods.

6.7 All goods must be returned to the address below. The customer has a 'duty of care' to ensure that the goods are not damaged in transit.

6.8 Made to order products or customised products (e.g. change of height, software, colours etc) are non-returnable. Our normal returns policy does not apply.

## **7. Our right to cancel**

7.1 If for any reason beyond our control, including, but not limited to, an ability or failure on the part of the manufacturers or suppliers for Abstract AVR to supply the goods to us, we are unable to supply the goods to the customer, we reserve the right to cancel the agreement at any time before the goods are delivered by giving notice to the customer. Abstract AVR shall promptly repay the customer any sums paid in relation to our agreement.

7.2 Abstract AVR shall not be liable for any other loss or damage arising from such cancellation outlined above.

## **8. Warranty**

8.1 All goods supplied by Abstract AVR are sold complete with a warranty free from defects for up to 12 months from the date of supply. The terms of any manufacturer's guarantee and after-sales service will be as stated on the website or included within documentation accompanying the goods.

8.2 All goods returned to Abstract AVR as faulty will be inspected upon receipt and providing the goods have been returned as outlined in our returns policy (section

6.0), you may be issued with a refund for carriage costs incurred. Goods must be returned to the above address.

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8.3 If the goods supplied to the customer develop a defect whilst under warranty, or you have a separate complaint about the goods, the customer must notify Abstract AVR in writing to the above address or via email to our customer services department. Goods will be repaired or replaced according to the nature of the fault.

8.4 Where Abstract AVR inspects the goods and finds them not to be faulty or their condition is such that we are unable to accept their return, we will redeliver the goods to the customer. The customer agrees to pay Abstract AVR the reasonable cost of re-delivering the goods.

8.5 Goods must be returned in accordance with standards (as outlined in section 6.0).

8.6 This warranty is void if deemed that the goods have been incorrectly fitted or suffered abuse in a manner not intended for the purpose supplied.

### **9. Installation / Fitting**

9.1 You must ensure that any installation/fitting of non-portable lighting purchased from Abstract AVR must be carried out by a qualified electrician.

9.2 From 1st January 2005 any installation/fitting of non-portable lighting may be subject to Part P of the current building regulations, for more information please contact your local building regulations office.

9.3 Failure to have none portable lighting installed/fitted by a qualified electrician will invalidate your warranty and may be in breach of the current building regulations.

9.3.1 Your electrician may require one of the following qualifications; BRE Certification Limited, British Standards Institute, ELECSA Limited, NICEIC Certification Services Ltd, N.A.P.I.T.

### **10. Trade Customers**

10.1 As a trade customer you have agreed to our B2B terms, and as such returns will be subject to a minimum handling charge of 25%, dependent upon manufacturer. You need to inform us within 3 days of receipt of the goods and we will initiate a returns order process.

### **11. Limitation of Liability**

11.1 Under no circumstances will Abstract AVR be responsible for any costs associated with any additional fees arising because of, but not limited to, late, damaged, or incorrect delivery of goods.

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11.2 Liability for Abstract VAR shall be limited to the price paid for the goods.

## **12. Copyright Notice**

12.1 All content in whatever format found on the Abstract AVR website(s) is copyright of its respective owner(s) and legal action may be taken if any person(s) or business is found using the content on our sites without express advance permission.

## **13. Jurisdiction**

13.1 These terms and conditions will be governed by and constructed in accordance with the laws of Northern Ireland, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Northern Ireland.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT ABSTRACT PIXEL LED REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.