

LED Fixtures(LEDf).

LEDf Terms & Conditions

Description of Goods

All images, descriptions, specifications and advertising on our site are for the sole purpose of giving an approximate description of the goods.

Full detailed specifications are available from the manufacturer's brochures or their websites. All accessories supplied with a product are subject to upgrade or change at the manufacturer's discretion.
We supply the product(s) as supplied to us by the manufacturer.

The intention of LEDf is that all information on the website should be as accurate and up to date as possible. However, LEDf cannot guarantee the reliability or the accuracy of the information contained within its pages.
All the actions taken by the user of the website are the responsibility of the individual.

Orders

Any order you place will constitute an offer capable of acceptance by us.
We will not be obliged to accept an order and we reserve the right to refuse an order without giving any reason.

You may cancel an order at any time until confirmation of order; however you may not at any time cancel any order for goods that are customised to meet your particular requirements.

Each order if accepted by us shall constitute a separate severable contract.
Payment and Prices

Unless expressed otherwise, all prices shall exclude delivery charges and VAT at the prevailing rate.
The total price payable for the goods will be stipulated at the time of order.

We are entitled to make adjustments to the price to take account of any increase in our supplier's prices, or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed.
We will inform you of the correct price and give you the opportunity to cancel the order.

You agree to pay our prices in accordance with the terms stated on our invoice without deduction or set off. If you fail to do so we may, without prejudice to any other right or remedy available to us, charge interest both before as well as after any judgment on any outstanding balance at the rate of 5% above the Barclays Bank base rate until we receive payment in full.

If you fail to pay us the charges, we may, without prejudice to any other right or remedy available to us, either suspend any delivery or cancel any other contract between us.
We can sue for the charges due for any goods that we have agreed to sell to you pursuant to a confirmation of order.
We accept most major credit and debit cards by telephone or using our on-line ordering system.

These include Visa, MasterCard, Switch, Visa Electron and Solo.
We will require cardholders full details including name, address and telephone number as registered with the credit/debit card company. Incorrect information will cause delay in processing your order.

Account Holders: 30 Day payment terms are available to account holders only.

Orders are processed only upon transaction confirmation and authorisation of your credit card has been received.
Cheques and postal orders are accepted although we cannot despatch the goods until payment has been cleared which can take up to 10 working days.
Full ownership and title of goods will only pass to the customer on receipt of full and final receipt of payment.

All goods and services remain the property of LEDf Fixtures, until such time as payment in full has been received and are subject to our standard terms of trade which are available upon request.
Any outstanding payments would invalidate the warranties.

Availability

All products and services are subject to availability and may be withdrawn at any time. If we do not supply the goods for any reason we will not charge you for these and we will refund any money already paid for them. However, we will not be responsible for compensating you for any other losses you may suffer if we do not supply the goods.

Delivery

We will endeavour to deliver goods within the times stated but goods are subject to availability and delay in delivery of goods is sometimes outside our control.

Any dates we specify for the delivery of the goods are approximate only and we shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay for delivery of the goods.

If it is not possible for us to affect delivery for whatever reason including but not limited to your being away or your premises being inaccessible, you will be liable to pay us an additional sum to cover our storage and administration charges.

We reserve the right to affect delivery by instalment in which case each instalment will be a separate Contract.
Subject to the clause above, should you wish to cancel or reschedule any order, you agree to give us as much notice (in writing) as is reasonably practicable and agree to pay our storage and administration charges in addition to the charges.

Title and Risk

As soon as we have delivered the goods to your door you will be responsible for them. We will only deliver goods to the address on the order and goods will not be left without a signature.

From the time of receipted delivery of the goods, any loss or damage to the goods shall be at your own risk. Any transit damage to the goods, shortages or incorrect goods supplied must be noted on the delivery consignment note at the time of delivery.

Notwithstanding delivery and the passing of risk in the goods, title in the goods shall not pass to you until we have received payment of the charges in full by cash or cleared funds payment for all goods that we have agreed to sell to you pursuant to a confirmation of order.

Until such time as the title in the goods passes to you, you will hold the goods as a bailee and keep the goods separately from any other goods belonging to you or any third party and properly stored, protected and insured and identified as our property. Until such time as title in the goods passes to you, we may at any time require you to deliver up the goods to us and, if you fail to do so, enter any premises where the goods are stored to repossess the goods.

Quality

We warrant that (subject to the other provisions in these Conditions) the goods will be of satisfactory quality.

As we are not the manufacturer of the goods, all warranties, conditions and other terms implied by statute or common law (except as to title) are expressly excluded. However, we will endeavour to pass on to you the benefit of any warranty or guarantee given by the manufacturer in respect of the goods.

Cancellation/Rejection

If on Delivery the Goods appear to be visibly damaged you must notify the carrier immediately that you will not accept delivery otherwise you will forfeit your right to reject the goods for visible damage.

1. If the goods are not visibly damaged on delivery, but you wish to reject the goods for any other non conformance or unapparent damage, you may reject the goods provided that:

a. you obtain an RMA number from us within 24 hours of delivery, submit a completed RMA form to us as soon as possible thereafter and allow us facilities to inspect the goods within 7 days of the date of Delivery; and

b. the goods are undamaged, unused, in their original packaging and you have not marked either the goods or their packaging.

2. Should you reject and return the goods in accordance with clause 1, we reserve the right to charge a "restocking fee" which will be an amount equivalent to 38% of the price payable by you in respect of the returned goods.

If you fail to comply with either 1 or 2, you will be deemed to have accepted the goods.

Force Majeure

We will not be liable for any failure to effect delivery of the whole or part of any order due to an event beyond our reasonable control.

If delivery is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to affect delivery as is reasonable in the circumstances.

Suspension/Termination

We may, in our absolute discretion, suspend any delivery and/or terminate any contract immediately on notice to you if:

a. You pass a resolution for winding up (except for amalgamation or reconstruction of a solvent company) or if a court makes an order to that effect or if you have a receiver or administrator appointed over all or any of your assets or business, or if you cease or threaten to cease to carry on business.

b. You are in material breach of any of these Conditions.

c. We are unable to affect delivery due to an event beyond our reasonable control.

Termination of any contract between us shall not affect your liability to pay us (without deduction or set off) such charges as are due for goods for which we have effected delivery. If on termination of any contract, we owe you any sums, we reserve the right to set off against such sums any outstanding charges as you owe us.

Liability

1. Our liability for death or personal injury as a result of our negligence or the negligence of our employees shall not be limited.

2. Our total liability to you for a breach of the Conditions or for negligence in the course of supplying goods to you shall be limited to the repair or replacement of any goods giving rise to your claim or at our option an amount equivalent to the charges (or proportion of the charges) that you have paid us for goods giving rise to your claim

Except as set out in clause 1& 2, above, we will not be liable for the following loss or damage howsoever caused even if it foreseeable by us: loss of profits, business, revenue, goodwill, anticipated savings, data, corruption of data, whether sustained by you or third party and/or special, indirect or consequential loss (other than direct physical damage to your tangible property) whether suffered by you or another third party.

General

These terms and conditions do not affect your statutory rights. The placement of an order indicates your acceptance of these terms and conditions. Please read them carefully and print a copy for future reference.

These Conditions shall be governed exclusively by English law and you and we agree to submit exclusively to the jurisdiction of the English courts.