

THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 10

1. Interpretation

1.1. Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person or firm who purchases the Goods from the Seller.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.5.

Contract: the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

Force Majeure Event: means an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property: copyright and related rights, trade marks and service marks, rights in get-up and trade dress, patents, rights to inventions, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other Intellectual Property rights owned or used by the Seller, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Buyer's order for the Goods, as set out in the Buyer's written acceptance of the Seller's quotation and terms and conditions.

Seller: Curiousa Ltd (trading as Curiousa & Curiousa) of Harlem Mill, Studio 2, Ground Floor, Derby Road, Wirksworth, Derbyshire, DE4 4BG, United Kingdom (registered in England and Wales with company number 08046032).

Specification: any specification for the Goods, including any associated designed, drawings or plans, that is agreed in writing by the Buyer and the Seller.

1.2. Interpretation

- (a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written includes emails

2. Basis of contract

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence.

- 2.4. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.5. Any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6. A quotation for the Goods given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of three months from its date of issue.
- 3. Goods
 - 3.1. The Goods are described in the Order.
 - 3.2. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. This clause 3.2 shall survive termination of the Contract.
 - 3.3. The Seller reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
 - 3.4. As each of the Goods is free hand blown glass and unique, any small imperfections such as bubbles, swirls, inclusions, slight variations in colour, shape and size are all part of the making process. There may be small chips around the glass lamp drill hole, which is an acceptable feature of hand-drilled glass, these will however always be covered by the lamp holder, so as to be inconspicuous once assembled.
 - 3.5. The Buyer understands that the Goods are intended to be used as decorative lighting and are not intended to be the sole form of lighting, where bright lighting is required.
 - 3.6. Whilst the Goods have a label advising the correct specification and maximum wattage of bulb to be used in them, it still remains the Buyer's or their agent's responsibility (whilst in their possession) to ensure that they use the correct specification or light bulb in the Goods, in accordance with their country's regulations.

4. Orders

- 4.1. Work will not commence on an Order until the Seller has received in cleared funds:
 - (a) a minimum deposit of 50% of the price for UK sales or payment in full for international sales; and
 - (b) confirmation in writing from the Buyer that Specification of the Goods is correct and in accordance with their wishes.
- 4.2. The Seller may at its discretion accept a shorter lead time (under four weeks) on an order but requires payment in full and cleared funds before any work will commence.
- 4.3. Orders will not be dispatched for delivery (or available for collection) until payment in full has been received.
- 4.4. The Seller has the right to permanently retain the paid deposit if:
 - (a) the Order is cancelled, or;
 - (b) if the Buyer does not pay in full before a time period of no longer than 6 months after manufacturing of the Goods.

5. Delivery

- 5.1. The Seller shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order; any reference numbers, assembling instructions and, if the Goods are being delivered by instalments, the

- outstanding balance of Goods remaining to be delivered; and
- (b) a dispatch note will be sent by email to the Buyer referencing a tracking number for the Goods sent to the Buyer.
- 5.2. The Seller shall deliver the Goods to the location set out in the Order (Delivery Location) at any time after the Seller notifies the Buyer that the Goods are ready. It is the Buyer's responsibility to ensure the delivery address is correct on the final invoice received from the Seller.
- 5.3. The Buyer or their representative must sign for all Goods as proof of delivery.
- 5.4. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 5.5. The Seller will undertake to use reasonable endeavours to deliver the Goods within a standard 6 to 8 weeks from receipt of the Buyer's deposit, but does not guarantee to do so. If a Buyer requests delivery with a lead time shorter than standard, the Seller may, at its own discretion, endeavour to meet this requirement, but due to the bespoke nature of each order, cannot guarantee to do so. For larger orders such as those comprising of 15 pendants or more (including where all pendants form a single chandelier) or for special bespoke orders, a larger lead time will be advised by the Seller at the time of the Order.
- 5.6. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.7. If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.8. If the Buyer fails to accept delivery of the Goods on the agreed delivery date, or if no specific delivery date has been agreed when the Goods are ready for dispatch, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:
- (a) delivery of the Goods in the UK shall be deemed to have been completed at 9:00 am on the third Business Day (or outside of the UK by the tenth Business Day) after the day on which the Seller notified the Buyer that the Goods were ready; and
- (b) The Seller shall store the Goods until delivery to the Delivery Location takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 5.9. If 3 months after the day specified in Clause 5.8(a) the Buyer has not taken delivery of the Goods, the Seller may resell or otherwise dispose of part or all of the Goods and charge the Buyer for any shortfall below the price of the Goods.
- 5.10. The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 5.11. Goods are delivered worldwide and costs are invoiced at time of ordering. The Seller is not responsible for any taxes payable at the port of entry, customs fees or any other costs that may be incurred, other than the shipping fees invoiced.
6. **Quality**
- 6.1. The Seller warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
- (a) conform in all material respects with the Specification, subject to clause 3.4;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (c) be fit for any purpose held out by the Seller.
- 6.2. Subject to clause 6.1, if:
- (a) the Buyer gives notice in writing to the Seller during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- (b) the Seller is given a reasonable opportunity of examining such Goods; and
- (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller place of business at the Buyer's cost,
- the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3. The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:
- (a) the Buyer makes any further use of such Goods after giving notice in accordance with clause 6.2;
- (b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer;
- (d) the Buyer alters or repairs such Goods without the written consent of the Seller;
- (e) the defect arises as a result of fair wear and tear; wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4. Except as provided in this clause 6, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.
7. **Title and risk**
- 7.1. The risk in the Goods shall pass to the Buyer on completion of delivery.
- 7.2. Title to the Goods shall not pass to the Buyer until the Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer, in which case title to the Goods shall pass at the time of payment of all such sums.
- 7.3. Until title to the Goods has passed to the Buyer, the Buyer shall:
- (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Seller immediately if it becomes subject to any of the events listed in clause 9.1; and
- (e) give the Seller such information relating to the Goods as the Seller may require from time to time.
- 7.4. The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.
- 7.5. If at any time before title to the Goods passes to the Buyer (including where the Buyer becomes subject to any of the events listed in clause 9.1) the Seller may and without incurring any liability to the Buyer and without limiting any other right or remedy the Seller may have:
- (a) repossess or dismantle or require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, use, sell or otherwise deal in them; and
- (b) for that purpose (or determining what is any Goods are held by the

Buyer and inspecting them) enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8.1. Price and payment

- 8.1. The price of the Goods shall be the price set out in the Order.
- 8.2. The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- 8.3. The price of the Goods:
- includes amounts in respect of value added tax (VAT), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - includes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer
 - includes (where appropriate) glass or chandelier installation costs, site visits or other third party design work specified in the Order details.
- 8.4. The Seller may invoice the Buyer for the Goods on or at any time before completion of delivery.
- 8.5. The Buyer shall pay the invoice in full and in cleared funds before the Seller delivers the Goods. For Buyers who require delivery outside the UK the Seller will commence work on the Goods after the invoice is paid in full and in cleared funds. For Buyers who require delivery in the UK the Seller will commence work on the Goods after the Buyer pays 50% of the invoice in cleared funds, the remaining 50% of the invoice will be required to be made in cleared funds before the Delivery Date. Payment shall be made to the bank account nominated in writing by the Seller. Time for payment is of the essence.
- 8.6. If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 8.0% per annum above Lloyds Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 8.7. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

9. Termination

- 9.1. Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five days of that party being notified in writing to do so;
 - the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 9.1(a) to clause 9.1(d), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

9.3. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment and retain the deposit already paid.

9.4. On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

9.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. Limitation of liability

- 10.1. Nothing in these Conditions shall limit or exclude the Seller's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 10.2. Subject to clause 10.1:
- The Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £2,000,000.
- 10.3. The Seller accepts no responsibility and will have no liability for any claim by the Buyer or any third party consequent upon following advice, or using information of any kind, stated either in this document, or through any form of communication, verbal or otherwise with the Seller or its agents.

11. Force Majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for twelve weeks, the party not affected may terminate this Contract immediately by giving written notice to the affected party.

12. Ownership of Intellectual Property Rights

- 12.1. The Buyer acknowledges the Seller's full rights to the Intellectual Property used on or in relation to the Goods, including copyright of images, design, drawings and copy from website or any online or printed media and that these rights are solely the Seller's property.
- 12.2. The Buyer accepts that:
- it is only permitted to use the Intellectual Property as authorised by the Seller;
 - it shall have no right to allow others to use the Intellectual Property or any part of it;
 - it shall not place any trade name or mark of its own on the Goods or any packaging or other materials used in connection therewith without the consent of the Seller;

- (d) it shall not authorise or allow any third party to do anything which could invalidate or be inconsistent with the Intellectual Property.
 - (e) it shall disclose in any advertising material, promotional literature, website or internet representation in connection with the Goods, the Seller's full ownership of the Intellectual Property rights regarding the Goods.
13. **Brand Integrity, Goods Representation, Advertising and Promotion**
- 13.1. To protect the brand integrity of the Seller's Goods, the Buyer shall keep all Goods presented for sale resale or public display in a condition approved by the Seller (as defined in clause 13.2).
- 13.2. **Approved condition:** Goods to be kept in good working order; clean, dust free and lit with the correct bulbs, of suitable style.
- 13.3. All Goods purchased by the Buyer for display, sale or resale to third parties, and where advertised or otherwise represented, are to be clearly labelled or presented as being a product of the Seller.
14. **Maintenance and Installation**
- 14.1. **Maintenance.** Subject to clause 6, the upkeep of the Goods is the sole responsibility of the Buyer, unless otherwise arranged. It is essential that a qualified electrician undertakes any electrical repairs. If the Goods are damaged at any point following delivery and acceptance, the Seller offers a full repair service, and a quotation can be supplied following enquiry.
- 14.2. **Installation.** The Goods must be installed by a suitably qualified electrician, in accordance with the Buyer's country's current wiring and building regulations. It is the Buyer or their agent's sole responsibility to ensure that all suspension points for any of the Goods, are sufficient to safely hold the specified weight of the Goods, and where appropriate, that a structural engineer be consulted. Fixings for installing the Goods are generally not supplied, although screws for wall lights are included – which should be substituted if not appropriate. Installation is the sole responsibility of the Buyer, or their appointed agents.
- 14.3. If the assembling instructions are missing for any reason, the Buyer should contact the Seller for a copy before attempting to assemble the Goods. The Buyer, or its agents, is fully responsible for the correct and safe assembling of the Goods, and the Seller has no liability regarding this.
15. **General**
- 15.1. Assignment and other dealings.
- (a) The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - (b) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller and may not in any circumstances assign transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract to a consumer.
- 15.2. **Confidentiality.**
- (a) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - (c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 15.3. **Entire agreement.**
- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 15.4. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.5. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.7. **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, email.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.6(a); if sent by pre-paid first class post or other next working day delivery service, at 1:00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.8. **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
- 15.9. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way without prior agreement.
- 15.10. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 15.11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.