

1/2 HAND & EYE STUDIO: TERMS & CONDITIONS FOR TRADE CUSTOMERS

These terms and conditions apply to our business customers (trade) such as designers, specifiers, contractors or wholesalers buying for specific projects.

For retailers, distributors or wholesalers who will offer our products for sale, please see separate Terms and Conditions document.

Hand & Eye reserve the right to ask for verification of the status of the business for trade terms and prices to be applied.

Unless otherwise agreed in writing by Hand & Eye Studio, all goods are supplied on the following conditions to the exclusion of any terms or conditions stipulated by the buyer and of any representations, warranties or communications not expressly incorporated herein or in the order confirmation. By making payment and/or issuing a purchase order the buyer agrees to the conditions in full.

ORDERS AND PAYMENT

Unless otherwise agreed, quotes are valid for 30 days, after which time prices may vary. Please note that a quote does not guarantee the availability of the goods at the eventual time of the order. For third party sellers/wholesalers our prices may be revised every year in January.

Customers outside of the UK (including in the EU from 1st January 2021) will not be charged VAT (UK sales tax). Note that any applicable customs duties and/or local taxes will need to be paid by the customer as the goods are imported into the destination country. There may also be a small charge applied by the shipping company/courier for customs clearance, this varies from country to country and must be paid by the customer.

Please check your invoice carefully as items will be supplied as per this. Goods will be supplied as standard except where otherwise specified.

Unless otherwise agreed we require full payment to confirm your order and begin production.

Hand & Eye reserve the right to cancel or refuse to accept an order due to erroneous information, payment not being received or for any other reason. Hand & Eye reserve the right to cancel an order, or part thereof, if a product becomes unavailable. Hand & Eye will refund the relevant amount but will not be liable for any other costs incurred as a result of the unavailability.

Goods remain the property of Hand & Eye until paid for in full.

The buyer is responsible for making sure that the goods are suitable for their project before placing the order. Please check installation instructions and data sheets and ask us for samples if needed to be sure.

ORDER CANCELLATION AND RETURNS

We will accept cancellation of orders or unwanted-goods returns from trade customers but only after this is agreed in writing by Hand & Eye and only on the condition that:

- We are asked to consider the return within 14 days of delivery
- The trade buyer organises, insures and pays for the return shipping
- The item(s) are returned unused, unbroken and in fully re-saleable condition (Hand & Eye will notify the buyer if items are returned damaged within 7 days)
- We will refund the full payment MINUS the shipping costs for the outbound delivery.
- The order is not exceptionally large/unusual or containing bespoke items. We will notify the buyer if an order would not qualify as being refundable at the time of ordering.

Please note (and emphasise to end clients) that Hand & Eye products will have variations in colour, texture, shape and exact size due to their natural materials and production processes.

DELIVERY

Delivery dates given by Hand & Eye are non-binding estimates only, based upon the best available information concerning manufacturers lead times and transportation schedules. Therefore, orders may be shipped on, prior to, or after the estimated date.

If specific delivery dates are required, then these need to be agreed in advance. Any delay in collecting orders (ex-works) or providing delivery information so that we can ship, may incur storage charges.

Hand & Eye strongly advise that no electricians or contractors be booked to install any goods until such a date that the client is in possession of their order. Hand & Eye Studio will not accept responsibility for any charges or costs in the event that a product is delayed.

If we are unable to deliver the goods, then our liability will be limited to the price of the goods paid to us.

Once dispatched, the delivery/courier company may contact the buyer regarding delivery. Any actions that need to be taken from this point to receive delivery must be undertaken by the buyer and are not the responsibility of Hand & Eye. For example, providing information and/or payment for customs. If items are sent back to us (due to lack of action, the delivery address being wrong or unoccupied etc) then the return costs plus additional cost to re-send items and any other charges due will be payable by the buyer.

Delivery is quoted as standard ie delivery by boxed post, courier or pallet delivery with drop off to one kerbside location. Special delivery conditions requested by the buyer should be given at the time of order placement, charges may change accordingly.

2/2 HAND & EYE STUDIO: TERMS & CONDITIONS FOR TRADE CUSTOMERS

If a trade customer arranges their own shipping, liability is taken by the trade customer on collection of the goods (ex works). Some items will incur a packing charge even if collected ex-works, this is to cover special packaging eg for A-Beam, O-Beam and Melina Linear fixtures.

Buyers (or their end customers) should inspect deliveries as quickly as possible for any damage or accidental shortages and let us know within 7 days. After 7 days the goods will be deemed to have been accepted as undamaged and complete by the customer.

SALE OF HAND & EYE PRODUCTS

Our products must be clearly displayed as Hand & Eye products and may not be sold under any other brand name. If the product is falsely advertised under a brand name other than Hand & Eye we reserve the right to pursue damages.

GUARANTEE

Hand & Eye lights are guaranteed for 2 years from date of delivery for failure due to manufacturing defects. The faulty part(s) will be repaired or replaced where possible. Where this is not possible an alternative solution will be offered such as a refund or partial refund. This guarantee does NOT apply to the ceramic or glass shades once they have been received unbroken by the customer (ie no claim has been made within 7 days of delivery).

Hand & Eye shall not be liable for any direct or indirect loss or damage suffered by you or any third-party resulting from such faults or defects (including transport costs, loss of profits, loss of contracts or the costs of obtaining similar or equivalent goods elsewhere etc)

Hand & Eye will not accept liability for any fault arising from accident, product alteration or product misuse.

Please note that dimming of our lights is possible with compatible third-party components / systems (see individual product specs) but due to variations within these, dimming is not guaranteed by Hand & Eye.

TOLERANCES / MATERIALS

Most of our products have certain allowable tolerances, due to the materials used or processes of manufacture. Hand & Eye quality control items prior to sale but there will be differences between individual pieces. This is seen as part of the charm of our products and should be stressed to end customers. These are not considered to be defects and cannot form the basis of a return.

CLAIMS

Claims for in-transit damage and order shortages must be notified to Hand & Eye Studio within 7 days of delivery. Failure to make such claims within

the specified time constitutes acceptance of the merchandise and quality thereof.

Customers must use properly qualified professionals to install Hand & Eye products and do this in conformity with local building regulations. Customers outside the UK are responsible for ensuring that the products comply with local regulations.

Hand & Eye will not accept claims for damage resulting from storage by the buyer or for damage and faults resulting from accident, negligence, alteration or misuse after delivery.

Claims for faulty products must be made in writing to Hand & Eye. Proof of purchase will be required. Photographic evidence and/or returned products may be required when claims are being made.

WEBSITE AND BROCHURES

Our photos on the website and in printed brochures are as accurate as possible. However, please note that our products will have variations due to their natural materials and production processes and that colour may vary due to screen and print quality. Measurements are approximate and can also vary slightly.

Every effort is made to ensure that our website is free from viruses, however, this cannot be guaranteed, and Hand & Eye will not be liable for loss or damage which may occur through use of the site. The website may contain links to external websites that are not in any way affiliated with Hand & Eye.

The information contained on the Hand & Eye website and printed brochures is for general information purposes only. We cannot guarantee that the information will be accurate, current or complete at all times and assume no responsibility for errors or omissions.

Our data sheets and installation instructions have detailed pictorial instructions but note that they are only available in English.

DISPUTES

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

VALIDITY

Hand & Eye Studio reserves the right to modify the Terms and Conditions such without notice. Should this happen the new Terms and Conditions are immediately effective and automatically supersede prior published information.

CONTACT

Hand & Eye Studio Ltd
info@handandeyestudio.co.uk
+44 (0) 1548 550675
Registered address: The Nissen Hut, Lilwell Farm, Loddiswell, Kingsbridge TQ7 4EF, UK
Company registration number: 7587679
Vat number: GB 198934832

www.handandeyestudio.co.uk