

# Terms & Conditions

The following Terms and Conditions govern your use of the daylight Company Web Site and the materials accessible on or from the site. Please read them carefully before using the site. Your use of the site means that you accept these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not use the daylight Company Web Site.

## **Product Support Policy**

If anything does go wrong, our Customer Service Team is available via email for help and advice. We supply a limited range of spare parts. The spare parts we supply are those that can be fitted easily and do not need special knowledge or skills. i.e. table clamps or lenses.

- Contact us within the period of guaranty with your internet order number and the batch number of the product (the batch number is located under the shade or the base of the product).
- A member of our customer service department will provide you with a return number
- The product has to be returned in the original packaging to avoid any damage. Misuse, improper handling, negligence, accidental damage, or any modifications made by the purchaser will void the guaranty (see full terms and conditions below).
- After receipt, the product will be checked by our technicians and a member of our Customer Service Team will contact you.

NB: We cannot be held responsible for damages or loss occurring during return transportation. Ensure the product is properly packed before you send it.

## **Guarantee Terms & Conditions**

The daylight Company guarantees all products (daylight & naturalight) against mechanical and electrical manufacturing defects for 12 months from the date of purchase.

During this guarantee period, daylight will replace (at daylight's discretion) the product or its defective parts subject to the terms and conditions.

1) Guarantee services will be provided only if the original invoice or sales receipt (indicating the date of purchase, model name and store's details) is presented with the defective product within the guarantee period. daylight™ may refuse guarantee service if these documents are not available. This Guarantee will not apply if the batch number on the product has been altered or removed.

2) This Guarantee does not cover transport costs and risks associated with transport of your product to and from daylight™ intructions.

3) This guarantee does not cover:

a) periodic maintenance, the repair or replacement of parts due to wear and tear

b) consumables (components that are expected to require periodic replacement during the lifetime of a lamp such as batteries, starters, bulbs, ballasts, etc.)

c) damage or defects caused by use or treatment of the product inconsistent with normal use

d) damage or changes to the product as a result of :

- misuse, including: - treatment resulting in physical, cosmetic or surface damage or changes to the product
- failure to install or use the product for its normal purpose or in accordance with daylight™
- failure to maintain the product in accordance with daylight™ instructions on proper maintenance
- installation or use of the product in a manner inconsistent with the technical or safety laws or standards in the country where it is installed or used
- use of the product with accessories, peripheral equipment and other products of a type, condition and standard other than recommended by daylight™
- repair or attempted repair by persons who are not authorised by daylight™ and adjustments, adaptations without daylight™ prior written consent
- accidents, fire, liquids, chemicals, other substances, flooding, vibrations, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lighting, other external forces and impacts.

### **Website terms and conditions of supply**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our website daylightcompany.com (our site) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

#### **1. INFORMATION ABOUT US**

daylightcompany.com is a site operated by The daylight Company Limited (we). We are registered in England and Wales under company number 03677267 and with our registered office at 89-91 Scrubs Lane, London. NW10 6QU. Our main trading address is 89-91 Scrubs Lane, London. NW10 6QU. Our VAT number is 480 7277 28.

#### **2. SERVICE AVAILABILITY**

Our site is only intended for use by people who reside in the USA. We do not accept orders from individuals outside of the continental US (Canada, Puerto Rico, HI & AK) . For assistance in Canada, please contact Customer Service at 1-866-329-5444.

#### **3. YOUR STATUS**

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; [and]

- (b) You are at least 18 years old;
- (c) You are resident in the USA; and
- (d) You are accessing our site from that country.

#### 4.HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the Dispatch Confirmation). The contract between us (Contract) will only be formed when we send you the Dispatch Confirmation.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

#### 5.OUR STATUS

5.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

5.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

#### 6.CONSUMER RIGHTS

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within fifteen working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in paragraph 10 below).

6.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights.

#### 7.AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

## 8.RISK AND TITLE

8.1 The Products will be at your risk from the time of delivery.

8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 9.PRICE AND PAYMENT

9.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

9.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in our [Delivery Guide](#).

9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

9.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

9.6 Payment for all Products must be by credit or debit card. We accept payment with the credit or debit cards shown [here](#).

## 10.OUR REFUNDS POLICY

10.1 When you return a Product to us:

(a) because you have cancelled the Contract between us within the fifteen-day cooling-off period (see paragraph 6.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us;

(b) for any other reason (for instance, because you have notified us in accordance with paragraph 20 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to

you.

10.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 11.OUR LIABILITY

11.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.2 Our liability for losses you suffer as a result of us breaking this agreement [including deliberate breaches] is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

11.3 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation;
- (d) For any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us; or
- (e) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage [and which are not foreseeable by you and us][and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to: (a) loss of income or revenue (b) loss of business (c) loss of profits or contracts (d) loss of anticipated savings (e) loss of data; or (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise , even if foreseeable; provided that this paragraph 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of paragraph 11.1 or paragraph 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this paragraph 11.4. 11.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

## 12.IMPORT DUTY

12.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## 13.WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For

contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

#### 14.NOTICES

All notices given by you to us must be given to The daylight Company Limited at info.uk@daylightcompany.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### 15.TRANSFER OF RIGHTS AND OBLIGATIONS

15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### 16.EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 17.WAIVER

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 14 above.

## 18.SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 19.ENTIRE AGREEMENT

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

## 20.OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fifteen working days of receipt by you of the Products).

## 21.LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **Transmissions to daylight Company and Links to Other Web Sites**

You agree not to send to daylight Company any information that you consider confidential or proprietary. Any material (including information and ideas) you transmit to or post on the daylight Company Web Site by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by daylight Company for any purpose whatsoever. Notwithstanding the foregoing, all personal data provided to daylight Company will be handled in accordance with daylight Company's Privacy Statement. You are prohibited from posting or transmitting to or from this site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

daylight Company may, but is not obligated to, monitor or review materials provided by third parties on daylight Company's Web Site. daylight Company makes no representation as to the accuracy, appropriateness, legality, ownership or other aspects of such materials. daylight Company expressly disclaims any liability for such third-party materials under criminal or civil laws relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law. Also, at times this site may contain links to web sites maintained by third parties which are provided as a convenience to daylight Company users. These linked sites are not under the control of daylight Company and daylight Company is not responsible for any material on such sites. daylight Company does not monitor or review the content of such third party sites and therefore advises you that your access by link to third party sites is at your own risk.

### **Documents**

Any Documents on the daylight Company Web Site (e.g., press releases, data sheets, product descriptions and FAQs), are the copyrighted work of daylight Company and/or its suppliers and is protected under U.S. and worldwide copyright laws and treaty provisions. daylight Company grants you permission to copy and use such Documents so long as each copy (i) is solely for informational, non-commercial use in support of daylight Company products, (ii) is not modified or revised in any manner, and (iii) displays all copyright and other proprietary notices, in the same form and manner as on the original. However, this permission does not extend to (a) the design or layout of this web site, or (b) any materials which are governed by license terms separate from these Terms and Conditions.

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### **Disclaimer of Warranties**



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### **Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY LAW, DAYLIGHT COMPANY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THIS PRODUCT, EVEN IF DAYLIGHT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Notice to Consumers**

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you.

Due to continuing improvement and development, The daylight Company Ltd. reserves the right to modify or change any of the specifications listed without prior notice.

### **Applicable Laws**

Export or download of any material from the daylight Company web site (including any daylight Company Confidential Information) outside of the United States is subject to all U.S. export control laws and you agree to abide by such laws. All materials and software downloaded from this web site are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to the restrictions set forth in DFARS 252.227-7015 and FAR 52.227-19 and use of the materials by the government constitutes acknowledgement of daylight Company's proprietary rights in such materials.

### **Revisions to Terms and Conditions**

daylight Company may revise these Terms and Conditions at any time. Revisions will be posted on this page and users are responsible for reviewing the page from time to time to ensure compliance. If daylight Company makes a request to you to stop using and/or to promptly return or destroy any

copies of the materials provided on this web site, you will comply immediately with this request and will confirm in writing to daylight Company within ten (10) days that you have done so.