

JAMB LIMITED

Terms and Conditions

These are the terms and conditions on which Jamb Limited (“we”, “us”, “our”) supplies goods or services to you, our customer. Please ensure that you read them carefully. We may revise them from time to time in the event of changes in relevant laws and regulatory requirements, but, if we do, we will give you at least 7 days’ written notice of any change. We are a private limited company incorporated in England under company number 03519207 with our registered office at 4th Floor, 7/10 Chandos Street, London, W1G 9DQ, United Kingdom and our main place of business in the United Kingdom is at 95–97 Pimlico Road, London SW1W 8PH. Our registered VAT number is 718468407. Our telephone and email contact details are to be found on our website at the URL <https://www.jamb.co.uk> where you will also find details of our showrooms outside of the UK.

If you have any questions or complaints or suggestions, whether about an Order or anything in these terms and conditions or on our website, please do not hesitate to contact us by telephone, by e-mail or by post.

1. DESCRIPTIONS OF GOODS

Descriptions of goods are given in good faith and you should satisfy yourself on any particular issue of provenance or quality. The images of the goods on our website and in any physical catalogue or brochure that we publish are for illustrative purposes only. Although we have made every effort to display colours accurately, we cannot guarantee that your computer’s display of the colours or the printed pictures accurately reflect the appearance and/or colour of the goods, which may vary from those images. Although we have made every effort to be as accurate as possible, because some of our goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website or in our catalogue or brochure are approximate only. We have taken every care in preparing the content of our website and any physical catalogue or brochure we produce, however we cannot guarantee that the information will always be completely up to date and free from mistakes. To the extent permitted by law we disclaim all warranties express or implied as to the accuracy of the information contained on this website and in any physical catalogue or brochure of ours.

2. MAKING ORDERS AND WHEN THEY BECOME BINDING

If you want to order any goods or services from us, you need to submit an order to us either by email, or via our website or in writing, in a form that may be prescribed by us (“Order”). You must check that any of your details on the Order are complete and accurate before you submit it. When you submit an Order we are not obliged to accept it and if we are unable to supply you with anything in your Order, we will inform you as soon as we can. These Terms will only become binding on you and us when we indicate to you our acceptance of your Order and you pay or agree to pay a deposit in an agreed amount, at which point a contract will come into existence between you and us. If any of these Terms conflict with any term of the Order, the Order will take priority. We will assign a number to the Order and inform you of it when we confirm the Order. Please always quote the Order number in all subsequent correspondence with us.

3. MADE-TO-MEASURE GOODS

We may make goods according to measurements and specific designs you provide to us. Please make sure your measurements are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure goods if the reason for the return is (a) because you provided us with incorrect measurements or (b) because you prepared or agreed a design drawing, the Goods have been made in accordance with the drawing, but the resulting goods are not in accordance with your wishes or requirements. We shall provide you with a technical drawing prior to manufacture for sign-off by you for measurement purposes only. We cannot accept the return of any goods after this sign-off if the goods have been made in accordance with our technical drawing.

4. DELIVERY OF GOODS

4.1 In the UK, Orders will be delivered subject to a reasonable delivery charge. We can ship internationally by mutual agreement and you will be responsible for the cost of shipping and insurance to the full value of the goods shipped.

4.2 Please note that timescales for delivery and delivery charges will vary depending on the availability of the goods and your address. Dates and times given for completion or delivery (including collection and

installation) or of any stage or process are given as estimates only. We will endeavour to meet any time estimate but we reserve the right to amend any estimate and will notify you of such amendment where practicable. We shall not be liable to you for loss or damage resulting from failure to meet a date or time estimate from any cause, including negligence.

- 4.3 We will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 11 below for our responsibilities when this happens. If you have asked to collect the goods from our premises, you can do so at any time during our advertised opening hours. The Goods will be at Unit 4, 1-11 Willow Lane, Mitcham, CR4 4NA and you should ask us when they will be available before you attempt to collect them.
- 4.4 Delivery of an Order shall be completed when we deliver the goods to the address you gave us or you collect them from us. The goods in your Order will be your responsibility from the completion of delivery or from when you collect the goods from us. If no-one is available at your address to take delivery, we will leave you a note that the goods have been returned to our premises, in which case please contact us to rearrange delivery. Unless the failure of the delivery was our fault it will be necessary for you to pay an additional charge in respect of further attempts to deliver the goods or of arrangements for you to collect them. If you do not promptly accept delivery of the goods we may arrange for the storage of the goods on your behalf but without liability for any loss or damage occurring after the agreed delivery date. You shall, in addition to the price, pay on demand all reasonable charges for storage, insurance and transport occasioned by your failure to take delivery.
- 4.5 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we may part-deliver an Order. We will not charge you extra delivery costs for this. However, if you ask us to part-deliver an Order, we may charge you extra delivery costs. Each part-Order shall constitute a separate contract governed by these Terms. If we are late delivering a part-Order or a part-Order is faulty, that will not entitle you to cancel any other part-Order. If there is a delay in the delivery or collection of some of the Goods which is not our fault, it may become necessary for you to pay an additional charge in respect of our storage of the Goods at our premises.
- 4.6 You own the goods in your Order once we have received payment in full (including VAT if applicable) and until that time shall remain our property and in our absolute ownership.

5. INSTALLATION OF CHIMNEYPICES, LIGHTING AND OTHER GOODS

- 5.1 Any Order will specify whether we are performing an installation ourselves (generally only for chimneypieces in the UK) or if installation will be by a third party contractor recommended by us or if you are arranging installation of goods ordered from us by yourself or a contractor engaged directly by you for that purpose. Obviously only certain items require installation, for example a chimneypiece or a large hanging lantern.
- 5.2 Where you have instructed us to install a chimneypiece or chandelier or other goods at your property you shall (a) co-operate with the us in all matters relating to the installation; (b) provide us and our employees, agents, consultants and subcontractors with access to the relevant property as reasonably required by us to provide the installation; and (c) provide us with such information and materials as we may reasonably require to carry out the installation, and ensure that such information is accurate in all material respects.
- 5.3 If our performance of any of our obligations in respect of the installation is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**): (a) we shall, without limiting our other rights or remedies, have the right to suspend performance of the installation services until you remedy the Customer Default; (b) we may rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations; (c) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of Our obligations as set out in this clause 5.3; and (d) you shall reimburse Us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.
- 5.4 Where an installation of goods purchased from us is carried out by you or a third party engaged by you, the installation (and use, maintenance and cleaning) of the goods must follow the instructions contained in the manual that will be supplied by us with the goods dealing with the installation, use, maintenance and cleaning of the goods. Any failure either by you, your employee or contractor, or anyone else legally in your property to properly follow the instructions and/or recommendations in this manual is an event of Customer Default and absolves us completely in the event of any damage to

either the goods or your property, or any injury to any person, unless the same can be proven by you to be caused by faulty goods.

5.5 **Lighting installation and chain safety/load-capacity**

- (a) Jamb pendant lanterns will usually be supplied with chain, S hooks and a ceiling canopy, with instructions for installation. Jamb chains, S hooks and canopies are routinely tested in compliance with regulations, in order to ensure support for four times the weight of the pendant that hangs from them.
- (b) Chains will be welded closed in compliance with regulations. Chain length should be specified accurately by you or can be trimmed on site but cannot then be increased in length. It is your responsibility to specify the chain-length correctly. Replacement chains are available at our usual charges. For our largest designs and for arrangements with more than one lantern hanging from a single canopy, we may recommend you use an accompanying safety wire to increase the weight capacity of the chain.
- (c) On installation and cleaning, please note that the glass in a lantern may be vulnerable to breakage if not handled with care. No force should be applied to the glass panels, and if you need advice about handling a particular lantern please contact your sales person. Replacement glass is available from us at our usual charges.

5.6 **Chimneypiece installation, operation and defects**

- (a) Jamb installers are specialist stone masons and responsible for decorative aspects of the chimneypiece installation. Any defects caused by their installation will be reviewed and where necessary they will return without further charge to rectify defects or deal with snagging issues. Where you are responsible for any damage or defects, further charges to cover the installers' time will apply.
- (b) **Operation of fires:** Jamb is not a HETAS registered / gas-safe company and as such is not responsible for the operation of fires, or performance of flues/cowls/gathers or similar. You are advised to have flues swept and surveyed prior to use. Use of log fires or gas burners is your responsibility and should comply with local clean air laws. Flue specialists can be engaged by you to provide smoke tests and to establish working opening sizes, from which we can supply the appropriate grates and slips for successful operation. Certification of flues and gas fires, where applicable, can be provided by those third parties and it is your responsibility to obtain the necessary certification.
- (c) **Flush fitting:** please be aware that it is imperative that chimneypieces are fitted in a correct and safe manner. To this end we recommend that chimneypieces are always fitted securely into the wall rather than flush against it. Further, the fixings used must be appropriate to the weight of the shelf and the other chimneypiece components. This "chasing in" and securing of the chimneypiece guards against any movement in its structure and ensures a solid and robust installation. All our installers are trained to follow this method of installation which is in accordance with the guidelines from the Stone Federation, as recommended by the Health and Safety Executive in its advice on the secure installation of chimneypieces. If you require further information please see the link <http://www.hse.gov.uk/safetybulletins/fireplace-surrounds.htm> on the Health and Safety Executive's own website. Where we advise you that the chimneypiece or any part thereof cannot be fixed into an appropriate wall, and you still instruct us to proceed with installation, then neither we nor our designated installer will be deemed responsible for any subsequent issues or damage or injury that may arise from your instruction and we hereby exclude liability for any loss or damage that may occur to you or any other party, for which you agree to fully indemnify us.

- 5.7 **Faulty goods:** as a consumer, you have legal rights in relation to goods that are faulty or not as described. Nothing in these Terms will affect those legal rights. However, It is your responsibility to examine the goods on delivery and notify us of any defects or short delivery at the time of delivery, meaning the day of delivery to you of goods ordered from us. If you fail to notify us of such defects or short delivery at the time of delivery we shall be discharged from all liability (whether arising in negligence or otherwise) arising from any such defects or short delivery.

6. **THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**

The goods may come with a manufacturer's guarantee which is in addition to your legal rights in relation to goods that are faulty or not as described.

7. **SELLER'S GUARANTEE OF GOODS AND RAW MATERIALS**

- 7.1 We guarantee that on delivery and for a period of twelve months from delivery, the goods shall be free from material defects. However, this guarantee does not apply to any defect in the goods arising from

(a) fair wear and tear; (b) wilful damage, abnormal storage or working conditions, accident or negligence by you or by any third party; (c) direct application of heat, including lighting (d) if you fail to install, use or maintain or clean the goods in accordance with the installation, user and maintenance and cleaning instructions; (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and (e) any specification provided by you.

- 7.2 Certain materials contained in the goods, such as marble, stone, cast iron and steel, may be affected by moisture, therefore it is your responsibility to ensure that the goods do not come into contact with plaster or walls which are not completely dry, and care must be taken to protect goods when decorating, as wallpapering and painting create high levels of moisture. We exercise care in the selection of the materials contained in each order, such as marble, stone, wood and slate. Natural materials are likely to contain grains, markings, fossils and veining which are part of their character and appeal. Unavoidable variations from the samples of marble, stone, wood or slate may occur in respect of colour, grain, shade or veining. These inconsistencies are inevitable but we guarantee that the material supplied under this contract will be the specified variety. Most coloured marbles are unique in their composition, and some considerable variation in appearance can exist. We will ensure that any natural products are supplied in good condition, which may involve stopping and filling but we are not responsible for natural occurrences which develop or evidence themselves after delivery in marble, stone, wood or slate.
- 7.3 All cast iron goods are supplied with a protective oil-based coating on the polished surfaces. During installation this can sometimes be removed. It is very important that a spray-type protective coat of oil (for example WD40) is applied promptly after installation. The patination process applied to metal products is subject to some variation. We will, endeavour to achieve a consistent finish from item to item across an order and from order to order, but given the nature of the process involved it is not always possible to achieve this. Our goods may be handmade and therefore subject to slight variations in size.

8. PRICE AND PAYMENT

- 8.1 The price of the Goods exclusive of VAT will be set out in our price list in force at the time we confirm your Order. Our prices may change at any time, but price changes will not affect Orders that we have confirmed to you. VAT (if any) will be added to the total amount due at the applicable rate. The prices for the goods exclude delivery and installation costs, which will be added to the total amount due.
- 8.2 It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures. If the correct price is higher than the price stated, we will contact you to tell you and request your instructions. If it is lower, we will only charge the correct price.
- 8.3 You must pay 50% of the price when you place your Order and you must make payment for goods in full in advance of delivery. Payment of the deposit and of the balance will be calculated after the deduction of bank charges if they are passed on to us by your bank when payment is made. You should ensure that your Order number is quoted when payment is made.
- 8.4 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank (UK) from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, this clause will not apply for the period of the dispute. We shall have the right to suspend performance of our obligations under this contract if We reasonably believe that you will not make payment in accordance with this clause.

9. OUR LIABILITY TO YOU

- 9.1 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 9.2 Clause 5 will apply to the installation of goods. If we are installing the goods in your property, the relevant provisions of clause 5 will apply and we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation.

9.3 We supply the goods only for domestic and private use. Unless we agree otherwise, you will not use the goods for any commercial, business or re-sale purpose and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

9.4 We do not exclude or limit in any way our liability for (a) death or personal injury caused solely by our negligence or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and (e) defective products under the Consumer Protection Act 1987.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an “Event Outside Our Control” which means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

10.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms then (a) we will contact you as soon as reasonably possible to notify you; and (b) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

10.3 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Goods. Please see your cancellation rights under clause 12. We will cancel the contract only if the Event Outside Our Control continues for longer than twelve weeks in accordance with Our cancellation rights in clause 13.

11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 Before the Goods are delivered, you have the right to cancel an Order for goods where you choose to cancel because we are affected by an Event Outside Our Control. You may cancel an Order for Goods by contacting us. We will confirm your cancellation in writing to you. Any payment in advance for goods that have not been delivered to you, will be refunded to you unless we have already despatched your goods to you, in which case we will not be able to cancel your Order until it is delivered or collected. If you do not return the goods to us, we will have to charge you the cost of collection or you will have to pay the cost of returning the goods to us. This will not affect your refund for the goods, but any charge for collection will be deducted from the refund that is due to you. We will deduct an administration fee from any refund payment reflecting the work involved in processing your Order and preparing the goods calculated as follows:

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- (i) if the goods are standard (i.e. not made-to-measure or relating to a Non-Standard Order) the administration fee will be 25% of the price of the goods plus VAT;
- (ii) If the goods are made-to-measure goods or relate to a Non-Standard Order the administration fee will be 50% of the price of the goods plus VAT.

11.2 “Non-Standard Order” means an Order for goods where either (i) the high volume of Goods being ordered requires a specific manufacture order to be made by us; or (ii) where we notify you at the time of your making the Order that the Order is a Non-Standard Order.

12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

If we have to cancel an Order for goods (including made-to-measure goods) before the goods are delivered it may be due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens. If we have to cancel an Order under this clause and you have made any payment in advance for Goods that have not been delivered to you, we will refund these amounts to

you. Whether or not we have already started work on your Order for made-to-measure Goods by the time we have to cancel under this clause, we will not charge you anything and you will not have to make any payment to us.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us to (a) provide the Goods; (b) process your payment for such Goods; and (c) with your consent, inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us or opting out of such communications if you have already opted in. You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do. We will not give your personal data to any other third party.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms. You may transfer the benefit of the guarantees in this agreement if you sell the goods. You may only transfer your other rights or your obligations under these Terms to another person by our prior written agreement.

14.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms and these Terms comprise the entire contract between you and us, meaning that any other terms, conditions or provisions, whether oral or in writing, shall be of no effect. These Terms shall override and supersede any previous negotiations, or arrangement between you and us. Each of the paragraphs of these Terms operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.4 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

4 October 2021