

Terms and Conditions of Trade

1. Introduction

- **1.1** These terms and conditions ("Terms") apply to all sales and services provided by **Ozzmium Ltd** ("we," "us," or "our"), a UK-based lighting manufacturing company specializing in specification lighting.
- **1.2** By purchasing products or using services from us, you agree to these Terms.
- **1.3** These Terms are intended for business-to-business (B2B) transactions and do not affect your statutory rights under UK law.

2. Definitions

- **2.1 "Customer"** means any individual, company, or organization purchasing products or services from us.
- **2.2 "Product"** means any bespoke lighting-related item manufactured or sold by us.
- **2.3 "Contract"** refers to the agreement formed between us and the Customer for the sale of Products or provision of services.

3. Orders

- **3.1** All orders must be placed via email or written communication accompanied by a **valid** Purchase Order.
- **3.2** Acceptance of your order will occur when we send you an Order Acknowledgement, at which point a Contract is formed.
- **3.3** All products are custom-manufactured and produced to specification; therefore, we have a strict **3 working day** cancellation period.
- **3.4** Orders which are fully or partially cancelled outside of this period will be non-refundable.
- **3.5** We reserve the right to refuse orders for any reason, including unavailability of components or errors in pricing.
- **3.6 Specification Accuracy:** The Customer is solely responsible for verifying that the technical specifications (including but not limited to colour temperature, diffuser type, body colour, driver type, and emergency options) listed on the Order Acknowledgement are correct. Ozzmium Ltd shall not be liable for any errors or omissions once the 3-working-day cancellation period has elapsed. Any prior discussions, whether verbal or via email, are superseded by the specifications detailed in the Order Acknowledgement.

4. Pricing and Payment

- **4.1** All prices are listed in GBP (£) and are NET excluding VAT unless stated otherwise.
- **4.2** Payment must be made in full via pro-forma invoice at the time of ordering unless otherwise agreed in writing.

- **4.3** Payment is accepted by bank transfer only to the bank details specified on the invoice.
- **4.4** If payment is not received within the agreed timeframe, we reserve the right to cancel your order.

5. Delivery and Title

- **5.1** All products are custom-manufactured and produced to specification. Delivery generally takes 4-6 weeks from the date of order confirmation to arrive at the Customer's site.
- **5.2** We will make every effort to expedite the process where possible, but delivery times cannot be guaranteed.
- **5.3** Delivery dates are estimated and not guaranteed.
- **5.4** We deliver within the UK only unless otherwise agreed.
- **5.5 Risk and Title:** Risk of loss or damage passes to the Customer upon delivery of the Products. However, **Title (ownership)** to the Products shall not pass to the Customer until Ozzmium Ltd has received payment in full for said Products.
- **5.6 Force Majeure:** We will not be liable for any delay or failure to perform our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to **natural disasters, extreme weather conditions**, supply chain disruptions, or industrial disputes

6. Returns and Refunds

- **6.1** As all Products are bespoke and made to order, they are non-refundable unless faulty.
- **6.2** To report a faulty Product, please contact us at info@ozzmium.co.uk.
- **6.3** Faulty Products will be assessed, and a repair or replacement will be provided if deemed appropriate.

7. Warranty

- **7.1** For our full Warranty conditions, please refer to: <https://www.ozzmium.co.uk/warranty>.
- **7.2** Warranty claims must be submitted to info@ozzmium.co.uk with proof of purchase and a picture of the faulty product label.

8. Liability

- **8.1** Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud.
- **8.2** Subject to clause 8.1, we will not be liable for any indirect, consequential, or incidental damages arising from the use of our Products.

- **8.3** Our total liability for any claims will not exceed the amount paid by the Customer for the Product(s) in question.

9. Intellectual Property

- **9.1** All intellectual property rights, including designs, trademarks, and content, remain our property.
- **9.2** Customers may not reproduce or distribute our materials without our prior written consent.

10. Data Protection

- **10.1** We comply with the UK GDPR and Data Protection Act 2018.
- **10.2** For details on how we handle your personal data, please refer to our Privacy Policy.

11. Governing Law

- **11.1** These Terms are governed by the laws of England and Wales.
- **11.2** Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Amendments and Contact

- **12.1** We reserve the right to amend these Terms at any time. Any changes will be communicated via our website or email.
- **12.2 Contact Information:** For any questions, please contact us at:
 - **Address:** Ozzmium Ltd, 3 Horstel Square, Uckfield, TN22 1QG.
 - **Email:** info@ozzmium.co.uk.
 - **Website:** www.ozzmium.co.uk.