seating

SEATING CATALOGUE V.1

bluespot®
furniture systems

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WHY CHOOSE BLUESPOT?

OUR STANDARDS

Our products hold a manufacturer's warranty of 5 years.** This guarantee covers all defects in materials & workmanship. Please see our website for details bluespotfurniture.com

All our products are made and manufactured in the UK.

Industry leading lead-times - all our products are delivered within 7 working days from order acknowledgement

All standard fabrics and Faux Leather available NEXT DAY Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

OUR ACCREDITATIONS & CERTIFICATES

GB13/87763 ISO9001:2015

GB13/87762 ISO14001:2015

ISO International Standards ensure that products and services are safe, reliable and of good quality. For business, they are strategic tools that reduce costs by minimizing waste and errors and increasing productivity. To date, we are one of only 5 companies in the UK to be awarded the 2015 certification.

FSC www.fsc.org FSC® C114663

The mark of responsible forestry

By achieving this certification it shows our consideration for people, wildlife and the environment. You can buy our products with the confidence that you are not contributing to the destruction of the world's forests.

CONTRACTORS HEALTH & SAFETY ASSESSMENT SCHEME

Accredited Contractor

www.chas.gov.uk

CHAS is established as the market leader for health and safety pre-qualification in the UK. It is available to suppliers (those who provide goods and services) and to organisations (buyers) looking for suitably competent suppliers.

FREE DELIVERY SERVICE

ON ALL ORDERS OVER £500 IN ZONES 1&2

Having a large manufacturing and warehouse facility means we can offer industry leading delivery times - with a guaranteed 7 working day policy available on most of the Bluespot Collection.

We cover all of the UK. Using postcode zones allows us to be as clear as possible with our pricing and minimum order.

Free chair delivery if ordered with Bluespot Collection products
(Bluespot Collection min order values apply)

Zones 1 & 2
Free delivery minimum order value = £500 (net) - £40 (net) charge if below minimum value

Zones 3 & 5
Free delivery minimum order value = £1000 (net) - £50 (net) charge if below minimum value

Zones 4 & 6
Free delivery minimum order value = £1000 (net) - £75 (net) charge if below minimum value

Northern & Republic of Ireland
Terms /POA.

FROM CONCEPT TO CREATION

Our impressive 35,000ft2 manufacturing facility boasts the latest technology in furniture production. Continual investment has enabled Bluespot to create the most complex office furniture designs, manufactured to the highest quality at competitive prices. We invest in the latest technology to ensure that we can manufacture our products to the highest standard. We offer an industry-leading delivery lead-time of just 7 working days from placement of order – Guaranteed!

Chair Functions

Back Height Adjustment
Integrated ratchet system – lift the back up with a number of clicks for position height.
To lower, lift to the very top height option and then it will lower back down to the bottom.

Seat height
The 1st lever found underneath on the right of the seat when seated.
Upwards movement: lift to raise the seat (without weight on seat).
Downwards movement: Lift to lower seat (with weight on seat).

Back angle adjustment
2nd lever on the right underneath the seat
Push down to activate and lean against back cushion to adjust, then lift lever to lock in required position. If left unlocked (down) there is also a free float mode.

Arm Rest Options
1D – Adjust arm height up and down (press down button to move, release to lock)
2D – As above, but with additional pad adjustment (moves in and out with button lock)

Seat tilt and back tilt
Elegant adjustment with one movement for both – push button to unlock and use body weight to adjust, push button to lock.

Seat angle adjustment
The left hand lever underneath the seat
Adjust seat angle by pushing lever down to unlock and use weight to adjust. When happy with position lift lever up to lock into position.

Back Adjustment

Back Height Adjust

Locking Tilt Lock

Synchro Tilt

Sliding Seat

Arm Adjustment 1D

Arm Adjustment 2D

Task Range.

Ava

Back Adjustment

Back Height Adjust

Arm Adjustment 1D

Providing the latest in ergonomic seating, the Ava high back foam chair features a two lever adjustment system. The contoured waterfall seat edge reduces pressure on the lower half of your body and the adjustable backrest creates a comfortable seated position. Strong swivel caster wheels ensure maximum mobility around the office, complemented by the sturdy 5 star base. Available in 10 vibrant fabric colours and 10 faux leather colours.

			Fabric Options							
			Standard Fabrics	Faux Leather	Fabric Band A	Fabric Band B	Fabric Band C	Fabric Band D	Fabric Band E	Fabric Band F
Dimensions	Code	Code Suffix	+FA	+FL	+A	+B	+C	+D	+E	+F
	CH1000	Ava Task Chair, 2 lever, black base, no arms	£151.29	£157.78	£164.21	£171.72	£179.98	£190.44	£201.96	£219.00
		Chair Options: -								
	CH1001	+ 1D adjustable arms upgrade	£193.71	£200.21	£206.64	£214.15	£222.41	£232.87	£244.39	£261.43
	CH1002	+ 3 Lever upgrade	£160.80	£167.30	£173.73	£181.23	£189.50	£199.95	£211.47	£228.51
	CH1003	+ chrome base upgrade	£216.34	£222.84	£229.27	£236.78	£245.04	£255.50	£267.02	£284.06
	CH1004	+ 1D arms + 3 lever	£203.23	£209.73	£216.15	£223.66	£231.93	£242.38	£253.90	£270.94
	CH1005	+ 1D arms + Chrome base	£258.77	£265.27	£271.70	£279.21	£287.47	£297.93	£309.45	£326.49
	CH1006	+ 3 lever + Chrome base	£225.86	£232.35	£238.78	£246.29	£254.55	£265.01	£276.53	£293.57
	CH1007	+ 1D arms + 3 lever + Chrome base	£268.29	£274.78	£281.21	£288.72	£296.98	£307.44	£318.96	£336.00

Options

Chrome Base

1D Adjustable Arms

Delivery
All FA and FL seats available NEXT DAY
Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

For Fabric Swatches See Page 23

Mia

Back Adjustment

Back Height Adjust

Arm Adjustment 1D

The Mia chair injects a burst of breathable colour into your office, available in 7 different mesh coloured designs. A two lever adjustment provides the latest in ergonomic seating, allowing the height and angle of the backrest to be adjusted for maximum comfort and support. Featuring a waterfall seat edge to reduce pressure on your legs and 5 strong swivel caster wheels - perfect for whizzing around the office.

			Fabric Options							
			Standard Fabrics	Faux Leather	Fabric Band A	Fabric Band B	Fabric Band C	Fabric Band D	Fabric Band E	Fabric Band F
Dimensions	Code	Code Suffix	+FA	+FL	+A	+B	+C	+D	+E	+F
	CH2000	Mia Mesh Task Chair, 2 lever, black base, no arms	£199.86	£202.89	£205.89	£209.39	£213.25	£218.13	£223.51	£231.46
		Chair Options: -								
	CH2001	+ 1D adjustable arms upgrade	£242.29	£245.32	£248.32	£251.82	£255.68	£260.56	£265.93	£273.89
	CH2002	+ 3 Lever upgrade	£209.37	£212.40	£215.40	£218.91	£222.76	£227.64	£233.02	£240.97
	CH2003	+ chrome base upgrade	£264.91	£267.95	£270.95	£274.45	£278.31	£283.19	£288.56	£296.51
	CH2004	+ 1D arms + 3 lever	£251.80	£254.83	£257.83	£261.34	£265.19	£270.07	£275.45	£283.40
	CH2005	+ 1D arms + Chrome base	£307.34	£310.37	£313.37	£316.88	£320.73	£325.61	£330.99	£338.94
	CH2006	+ 3 lever + Chrome base	£274.43	£277.46	£280.46	£283.96	£287.82	£292.70	£298.08	£306.03
	CH2007	+ 1D arms + 3 lever + Chrome base	£316.86	£319.89	£322.89	£326.39	£330.25	£335.13	£340.51	£348.46

Options

Chrome Base

1D Adjustable Arms

Delivery
All FA and FL seats available NEXT DAY
Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

For Fabric Swatches and Mesh Colours See Page 23

Layla

Back Adjustment

Back Height Adjust

Arm Adjustment 1D

Arm Adjustment 2D

The Layla chair is our Italian design which features a stylish upholstered high back seat in a range of 20 different finishes. Featuring a three lever adjustment system that allows the alteration of the seat, backrest and armrest height and angle for maximum comfort and support. This task chair is the ideal addition to any office for everyday use.

Dimensions	Code	Code Suffix	Fabric Options: Standard Fabrics +FA	Faux Leather +FL	Fabric Band A +A	Fabric Band B +B	Fabric Band C +C	Fabric Band D +D	Fabric Band E +E	Fabric Band F +F
	CH3000	Layla Task Chair, 3 lever, black base, no arms	£199.86	£206.35	£212.78	£220.29	£228.55	£239.01	£250.53	£267.57
		Chair Options: -								
	CH3001	+ 1D adjustable arms upgrade	£230.86	£237.35	£243.78	£251.29	£259.55	£270.01	£281.53	£298.57
	CH3002	+ 2D adjustable black/chrome arms upgrade	£300.71	£307.21	£313.64	£321.15	£329.41	£339.87	£351.39	£368.43
	CH3003	+ chrome base upgrade	£283.57	£290.07	£296.50	£304.01	£312.27	£322.73	£334.25	£351.29
	CH3004	+ 1D arms + Chrome base	£295.91	£302.41	£308.84	£316.35	£324.61	£335.07	£346.59	£363.63
	CH3005	+ 2D black/chrome arms + Chrome base	£377.66	£384.15	£390.58	£398.09	£406.35	£416.81	£428.33	£445.37

Options

Chrome Base

Adjustable Arms

1D Arm 2D Chrome

Delivery
All FA and FL seats available NEXT DAY
Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

For Fabric Swatches See Page 23

Sophia

Back Adjustment

Back Height Adjust

Arm Adjustment 1D

Arm Adjustment 2D

The Sophia chair is our most elegant mesh back Italian task chair. With additional lumbar support, three lever adjustment and strong swivel caster wheels to provide easy mobility, it is the ideal solution for daily office use. The presence of the lumbar provides practical support for your back, whereas the padded seat provides extra cushioning and comfort.

			Fabric Options							
			Standard Fabrics	Faux Leather	Fabric Band A	Fabric Band B	Fabric Band C	Fabric Band D	Fabric Band E	Fabric Band F
Dimensions	Code	Code Suffix	+FA	+FL	+A	+B	+C	+D	+E	+F
	CH4000	Sophia Mesh Task Chair, 3 lever, black base, no arms	£257.00	£260.14	£263.25	£266.88	£270.87	£275.92	£281.49	£289.73
		Chair Options: -								
	CH4001	+ 1D adjustable arms upgrade	£288.00	£291.14	£294.25	£297.88	£301.87	£306.92	£312.49	£320.73
	CH4002	+ 2D adjustable black/chrome arms upgrade	£357.86	£361.00	£364.10	£367.73	£371.73	£376.78	£382.35	£390.59
	CH4003	+ chrome base upgrade	£334.94	£338.08	£341.19	£344.82	£348.81	£353.87	£359.44	£367.67
	CH4004	+ 1D arms + Chrome base	£353.06	£356.20	£359.30	£362.93	£366.93	£371.98	£377.55	£385.79
	CH4005	+ 2D black/chrome arms + Chrome base	£429.00	£432.14	£435.25	£438.88	£442.87	£447.92	£453.49	£461.73

Options

Chrome Base

Adjustable Arms

1D Arm 2D Chrome

Delivery
All FA and FL seats available NEXT DAY
Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

For Fabric Swatches See Page 23

Aria

Back Adjustment

Back Height Adjust

Arm Adjustment 1D

Arm Adjustment 2D

The Aria task chair is our most sophisticated chair model, with the combination of a white frame and a black base making two standout features. Ideal for offices that strive to make a statement, with all the winning features of the Italian design. A three lever adjustment system allowing for the alteration of the seat, backrest and armrest height and angle for maximum comfort and support.

			Fabric Options							
			Standard Fabrics	Faux Leather	Fabric Band A	Fabric Band B	Fabric Band C	Fabric Band D	Fabric Band E	Fabric Band F
Dimensions	Code	Code Suffix	+FA	+FL	+A	+B	+C	+D	+E	+F
	CH5000	Aria Mesh Task Chair, 3 lever, white frame, black base, no arms	£357.14	£360.28	£363.39	£367.02	£371.01	£376.07	£381.64	£389.87
		Chair Options: -								
	CH5001	+ 1D adjustable arms upgrade	£388.14	£391.28	£394.39	£398.02	£402.01	£407.07	£412.64	£420.87
	CH5002	+ 2D adjustable white/chrome arms upgrade	£458.00	£461.14	£464.25	£467.88	£471.87	£476.92	£482.49	£490.73
	CH5003	+ chrome base upgrade	£422.20	£425.34	£428.45	£432.08	£436.07	£441.12	£446.69	£454.93
	CH5004	+ 1D arms + Chrome base	£453.20	£456.34	£459.45	£463.08	£467.07	£472.12	£477.69	£485.93
	CH5005	+ 2D white/chrome arms + Chrome base	£523.06	£526.20	£529.30	£532.93	£536.93	£541.98	£547.55	£555.79

Options

Chrome Base

Adjustable Arms

1D Arm 2D Chrome

Delivery
All FA and FL seats available NEXT DAY
Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

For Fabric Swatches See Page 23

Ella

The Ella task chair is our executive mesh chair option, complemented by its cantilever visitor chair sister Maria. The Ella chair has a three lever adjustment and a lumbar for maximum comfort and posture support. The Maria has a strong chrome frame, providing a sturdy reception chair for your working environment. Both are available in a range of different coloured seats with a black mesh back.

Maria

For Fabric Swatches See Page 23

			Fabric Options								
			Standard Fabrics	Faux Leather	Fabric Band A	Fabric Band B	Fabric Band C	Fabric Band D	Fabric Band E	Fabric Band F	
Dimensions	Code	Code Suffix	+FA	+FL	+A	+B	+C	+D	+E	+F	Options
	CH6000	Ella Mesh Task Chair, 3 lever, black base, no arms	£445.14	£448.50	£451.82	£455.70	£459.97	£465.37	£471.32	£480.13	Chrome Base
		Chair Options: -									
	CH6001	+ 1D adjustable arms upgrade	£476.14	£479.50	£482.82	£486.70	£490.97	£496.37	£502.32	£511.13	Adjustable Arms
	CH6002	+ 2D adjustable black/chrome arms upgrade	£546.00	£549.36	£552.68	£556.56	£560.83	£566.23	£572.18	£580.99	
	CH6003	+ chrome base upgrade	£510.20	£513.56	£516.88	£520.76	£525.03	£530.43	£536.38	£545.19	1D Arm 2D Chrome
	CH6004	+ headrest upgrade	£493.94	£497.30	£500.62	£504.50	£508.77	£514.17	£520.12	£528.93	Headrest
	CH6005	+ 1D arms + Chrome base	£541.20	£544.56	£547.88	£551.76	£556.03	£561.43	£567.38	£576.19	
	CH6006	+ 1D arms + headrest	£524.94	£528.30	£531.62	£535.50	£539.77	£545.17	£551.12	£559.93	
	CH6007	+ 1D arms + Chrome base + headrest	£590.00	£593.36	£596.68	£600.56	£604.83	£610.23	£616.18	£624.99	
	CH6008	+ 2D black/chrome arms + chrome base	£611.06	£614.41	£617.74	£621.61	£625.88	£631.29	£637.24	£646.04	
	CH6009	+ 2D black/chrome arms + armrest	£594.80	£598.16	£601.48	£605.36	£609.63	£615.03	£620.98	£629.79	
	CH6010	+ 2D black/chrome arms + Chrome base + headrest	£659.8	£663.21	£666.54	£670.41	£674.68	£680.09	£686.04	£694.84	
Maria											
	CH7000	Maria Mesh Cantilever Chair, chrome frame	£271.43	£274.79	£278.11	£281.99	£286.26	£291.66	£297.61	£306.41	**Delivery** All FA and FL seats available NEXT DAY Order before 1pm to get next working day delivery across the UK mainland (conditions apply)

Breakout Seating.

Olivia

Height	Width	Depth	RRP
846	545	525	£ 144.46

Red Black White

Amelia

Height	Width	Depth	RRP
790	600	580	£174.94

Red Black White

Sara

Height	Width	Depth	RRP
770	480	480	£199.78

Grey Black White

Anna

Height	Width	Depth	RRP
770	480	480	£195.38

Black Grey Lime Plum Red Turq White Mustard Navy

Anna - Mid

Height	Width	Depth	RRP
845	450	500	£219.56

Black Grey Lime Plum Red Turq White Mustard Navy

Greta

Height	Width	Depth	RRP
820	540	495	£192.09

Black Grey Lime Plum Red Turq White Mustard Navy

Greta - Tall

Height	Width	Depth	RRP
1120	540	495	£ 230.55

Black Grey Lime Plum Red Turq White Mustard Navy

Arianna

Height	Width	Depth	RRP
825	495	570	£272.09

Arianna - Tall

Height	Width	Depth	RRP
745	420	420	£247.91

Clara (steel) - Tall

Height	Width	Depth	RRP
750	470	470	£206.59

Clara (steel) - Low

Height	Width	Depth	RRP
455	405	405	£172.75

Clara (steel) - Side

Height	Width	Depth	RRP
750	470	470	£211.43

Clara (EPC) - Tall

Height	Width	Depth	RRP
750	470	470	£163.08

Clara (EPC) - Low

Height	Width	Depth	RRP
455	405	405	£114.73

Clara (EPC) - Side

Height	Width	Depth	RRP
750	470	470	£177.58

Standard Fabrics

Add seat colour to product code when ordering, eg CH1001FA-HAV

-HAV	-DB	-BG	-DG	-GY
Black	Dark Blue	Burgundy	Dark Green	Grey

-LB	-LG	-OR	-R	-Y
Light Blue	Light Green	Orange	Red	Yellow

Application
Chair upholstery fabric
Composition
100% Polyester

Weight
310gsm/m2
Abrasion
BS2543:2004 to 100,000 rubs

Flame retardancy
BS 7176: 2007 Low Hazard
BS 7176: 2007 Medium Hazard
BS 5852:2006 Ignition Source 5
BS EN 1021-1:2006 (cigarette)
BS EN 1021-2:2006 (match)

Fabric care
Clean using a proprietary upholstery shampoo.

Colour matching
Batch to batch variations in shade may occur within commercial tolerances.

Standard Faux Leather

Add seat colour to product code when ordering, eg CH1001FL-HAV

-HAV	-DB	-BG	-DG	-GY
Black	Dark Blue	Burgundy	Dark Green	Grey

-LB	-LG	-OR	-R	-Y
Light Blue	Light Green	Orange	Red	Yellow

Application
Chair upholstery fabric
Composition
54.2% Polyurethane,
26.3% Polyester 19.5% Cotton

Weight
440gsm/m2
Abrasion
BS EN ISO 5470-2:2003
to 60,000 rubs

Flame retardancy
BS 7176:2007 Low Hazard
FMVSS 302 Motor Vehicle Safety
BS EN 1021-1:2006 (Cigarette)
BS EN 1021-2:2006 (Match)

Fabric care
Use a damp clean cloth with a solution of mild soap and lukewarm water.

Colour matching
Batch to batch variations in shade may occur within commercial tolerances.

Mesh Back Colours (Mia Chair Only)

Add mesh colour after seat colour to product code ordering, eg CH1001FA-HAV-GY

-LB	-LG	-R	-OR	-WH	-HAV	-GY
Light Blue	Light Green	Red	Orange	White	Black	Grey

NB: All colours are for reference only, please request a swatch for exact colour match before ordering

Fabric Range

Range	Band	Supplier
Arizona	A	Bradbury
Omega Plus	A	Bradbury
Stirling	A	Bradbury
Advantage	A	Camira
Gravity	A	Camira
Phoenix	A	Camira
Chateau	B	Camira
Folio	B	Camira
Mainline	B	Camira
Spring	B	Camira
Urban	B	Camira
Velocity	B	Camira
Vita	B	Camira
X2	B	Camira
Xtreme	B	Camira
Carnival	B	Bradbury
Torro Plus	B	Bradbury
Blenheim	C	Bradbury
Blenheim Check	C	Bradbury
Manhattan	C	Camira
Main Line Plus	C	Camira
Mainline Flax	C	Camira
Halcyon Linden	C	Camira
Honeycomb	C	Camira
Nexus	C	Camira
Halcyon Cedar	C	Camira
Halcyon Poplar	D	Camira
Halcyon Aspen	D	Camira
Halcyon Blossom	D	Camira
Landscape Synergy	D	Camira
Synergy	D	Camira
Hemp	D	Camira
24/7	D	Camira
Landscape Balance	D	Camira
Landscape Contact	D	Camira
Velvetesse Embellish	D	Camira
Velvetesse Lavish	D	Camira
Velvetesse Luxe	D	Camira
Intervene Plain	D	Camira
Intervene Texture	D	Camira
Blazer	D	Camira
Aquarius	D	Camira
Oxygen	D	Camira
Silk	D	Camira
Hebden	D	Camira
Century	E	Camira
Craggan	E	Camira
Eton Stripe	E	Camira
Individuo	E	Camira
Monroe	E	Camira
Saville Row Plain	E	Camira
Smarty Plus	E	Camira
Stripe	E	Camira
Timeline	E	Camira
Blazer Quilt Channel	F	Camira
Blazer Quilt Hourglass	F	Camira
Nettle Aztec	F	Camira
Nettle Nomad	F	Camira
Nettle Traveller	F	Camira

visit fabric supplier for swatch details
bradburyfabrics.com or camirafabrics.com

1. APPLICATION
1.1 These Conditions alone shall govern and be incorporated in every contract for the sale of goods made by or on behalf of Bluespot Furniture Ltd. ("the Seller") with any customer ("the Buyer"). They shall apply in place of and prevail over any terms or conditions, (whether or not in conflict or inconsistent with these Conditions), contained or referred to in any documentation submitted by the Buyer or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically excluded or varied in writing by a director or other authorised representative of the Seller and any purported provisions to the contrary are hereby excluded or extinguished.
1.2 Acceptance by the Buyer of delivery of the goods shall (without prejudice to Condition 2 or any other manner in which acceptance of these Conditions may be evidenced) be deemed to constitute unqualified acceptance of these Conditions.
1.3 If, subsequent to any contract of sale which is subject to these Conditions, a contract of sale is made with the same buyer without reference to any conditions of sale or purchaser such contract howsoever made shall be deemed to be subject to these Conditions.

2. QUOTATIONS AND ACCEPTANCE
2.1 A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise the same at any time prior to the Seller's acceptance of the Buyer's order.
2.2 The Seller's acceptance of the Buyer's order (including telephone orders) shall be effective only when confirmed verbally or in writing by the Seller.
2.3 The Buyer may not cancel any order once accepted by the Seller without the written consent of the Seller and the Buyer will in any event be liable to the Seller for all expenses or loss (including loss of profit) incurred by the Seller in relation to any such cancellation.

3. PRICES
3.1 The prices payable for the goods shall be those set out in the Seller's list prices current at the time of despatch or in accordance with any indication given verbally or in writing by the Seller from time to time. The Seller shall have the right at any time to withdraw any discount from its normal prices and/or to revise prices to take account of inflation and/or increases in costs including (without limitation) costs of any goods materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rates.
3.2 Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.
3.3 Any discount allowed to the Buyer shall be notified to the Buyer from time to time.
3.4 Unless otherwise stated origination expenses (including the cost of acquiring or adapting machinery to the Buyer's manufacturing requirements) shall be added to the price and may be charged separately prior to delivery of the goods.
3.5 Installation is not included in prices unless specifically stated.

4. TERMS OF PAYMENT
4.1 Payment of invoices shall unless otherwise agreed in writing be made in full without any deduction or set-off within 30 days of the date of the invoice. Time of payment shall be of the essence of all contracts between the Buyer and the Seller to which these Conditions apply. The Seller reserves the right to suspend the provision of goods to the Buyer where any amounts are overdue under any contract with the Buyer until all such amounts have been paid.
4.2 Any extension of credit allowed to the Buyer may be changed or withdrawn at any time.
4.3 Interest shall be payable on overdue accounts at the rate of 5% over National Westminster Bank PLC base rate from time to time to run from the due date for payment until receipt by the Seller of the full amount whether before or after judgment.
4.4 If in the opinion of the Seller the credit-worthiness of the Buyer shall have deteriorated prior to delivery of the goods the Seller may require full or partial payment of the price prior to such delivery or the provision of security for payment by the Buyer in a form acceptable to the Seller.
4.5 Notwithstanding any purported contrary apportionment by the Buyer all payments made by the Buyer to the Seller shall be apportioned first to goods which have been re-sold by the Buyer and then to goods which remain in the possession or under the control of the Buyer.

5. DELIVERY
5.1 Delivery or despatch dates mentioned in any quotation, order acceptance form or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. Time for delivery shall not be of the essence of any contract to which these Conditions apply and shall not be made so by the service of any notice.
5.2 Delivery shall be at the Buyer's premises unless otherwise stipulated or agreed by the Seller. The cost of delivery shall be included in the price but the Seller shall make an additional charge for delivery in the United Kingdom otherwise than by its normal carrier or for express delivery. Unless agreed in writing the Buyer shall unload and inspect the goods immediately on their arrival at the Buyer's premises. The Buyer shall indemnify the Seller against any and all claims liabilities costs or expenses arising as a result of the Seller or its sub-contractors assisting the Buyer in the unloading, loading or other removal of the goods from the point of delivery.
5.3 If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract or fails to take any action necessary on its part for delivery and/or shipment of the goods the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as the Seller may determine, and to recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including without limitation storage costs from the due date of delivery).
5.4 Unless otherwise expressly agreed the Seller may effect delivery in one or more instalments. Where delivery is effected by instalments each instalment shall be treated as a separate contract governed by these Conditions.

5.5 Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in Section 32(3) of that Act.

6. RISK
6.1 Risk in the goods shall immediately pass to the Buyer upon delivery of the goods into the custody, care or control of the Buyer or its warehouse men, bailees or agents or to the carriers and the Buyer thereafter shall be responsible for all claims, actions and losses arising out of or in any way associated with the goods.
6.2 Any property of the Buyer in or under the Seller's possession or control and all property supplied to the Seller on behalf of the Buyer shall be held by the Seller at the Buyer's risk.
6.3 From the time of delivery until property in the goods passes to the Buyer in accordance with Condition 7 the Buyer shall insure the goods for their full value with a reputable insurance company. Upon request, the Buyer shall use reasonable endeavours to have the Seller's interest in the goods noted on the insurance policy. Until property in the goods passes to the Buyer the Buyer shall hold the proceeds of any claim on such insurance policy on trust for the Seller and shall forthwith account to the Seller with such proceeds.

7. TITLE
7.1 Notwithstanding delivery and passing of risk, the goods shall remain the property of the Seller until such time as the Buyer shall have paid to the Seller the agreed price (together with any accrued interest) and all other amounts owed by the Buyer to the Seller in respect of any other contract for the sale of goods.
7.2 Until property in the goods has passed the Buyer shall be in possession of the goods in a fiduciary capacity and shall:-
(a) not part with possession of the goods otherwise than in accordance with Condition 7.6;
(b) take proper care of the goods and take all reasonable steps to prevent any damage to or deterioration of them;
(c) keep the goods free from any charge, lien or other encumbrance and store the goods in such a way to show clearly that they belong to the Seller;
(d) notify the Seller forthwith upon the happening of any of the events set out in Condition 17.1; and
(e) give the Seller such information relating to the goods as the Seller may from time to time require.
7.3 The Seller reserves the right to repossess and re-sell any goods to which it has retained title and the Seller's consent to the Buyer's possession of the goods and any right the Buyer may have to possession of the goods shall in any event cease:-
(a) if any sum owed by the Buyer to the Seller (whether in respect of the goods or otherwise) is not paid to the Seller by the date when it is due; or
(b) upon the happening of any of the events set out in Condition 17.1; or
(c) if the Buyer commits a breach of any contract with the Seller.
7.4 The Buyer hereby grants an irrevocable right and licence to the Seller and its servants and agents to enter upon all or any of the Buyer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or re-possessing goods to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of any contract which is subject to these Conditions and is without prejudice to any accrued rights of the Seller under such contracts or otherwise.
7.5 The Buyer is licensed by the Seller to process goods to which the Seller has retained title in such fashion as it may wish and/or to incorporate them in or with any other products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall become the property of the Seller and shall be separately stored and marked by the Buyer to show clearly that they belong to the Seller. The Seller shall hold the new product or products as trustee for itself and the Buyer and the Seller's interest as a beneficiary of the trust shall be equal to the total of all amounts owing by the Buyer to the Seller under any contract for the sale of goods.
7.6 Whilst the Buyer is in possession of the goods with the Seller's consent (but not otherwise) the Buyer may in the ordinary course of its business sell or hire the goods or any new product or products produced with the Seller's goods provided that:-
(a) as between the Buyer and its sub-buyer or customer the Buyer shall sell or hire the goods as principal and the Buyer shall not and shall not be empowered to commit the Seller to any contractual relationship with or liability to the sub-buyer or customer or any other person;
(b) as between the Seller and the Buyer, the Buyer shall sell or hire the goods in a fiduciary capacity as agent for the Seller; and
(c) notwithstanding any agreed period of credit for payment of the price of the goods the Buyer shall pay the proceeds of such sales or hiring to the Seller forthwith upon receipt.
The Buyer acknowledges that as a consequence of its fiduciary relationship with the Seller it is under a common law duty to the Seller to hold the proceeds of any such sales or hiring on trust for the Seller and not to mingle such proceeds with any other monies or pay them into an overdrawn bank account, such common law duty being unaffected by and wholly independent of the terms of these Conditions.
7.7 The Buyer agrees immediately upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its sub-buyers or customers arising from such sales or hiring until payment is made in full as stated above.
7.8 Notwithstanding the provisions of this Condition 7 the Seller shall be entitled to bring an action against the Buyer for the price of the goods in the event of non-payment by the Buyer by the due date even though property in the goods has not passed to the Buyer and/or shall have the right by notice to the Buyer at any time after delivery to pass property in the goods to the Buyer as from the date of such notice.

8. INSTALLATION
8.1 If goods are installed by the Seller the Buyer must allow the Seller reasonable unrestricted access for such installation during normal working hours or as specified in the particular contract.
8.2 The Seller may pass on to the Buyer any reasonable additional expenses or charges incurred through the Buyer's failure to provide unimpeded access or accurate information regarding the premises where goods are to be installed.

9. VARIATIONS IN QUANTITY
The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery even though the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.

10. THIRD PARTY RIGHTS
10.1 The Buyer shall indemnify the Seller against any and all claims liabilities costs and expenses incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.
10.2 In respect of all other sales, if at any time any allegation of infringement of patent, copyright or design rights is made in respect of the goods or if in the Seller's reasonable opinion such an allegation is likely to be made, the Seller may at its option and at its own expense:-
(a) modify or replace the goods without detracting from overall performance thereof, so as to avoid the infringement; or
(b) procure for the Buyer the right to continue to use the goods; or
(c) re-purchase the goods at the price paid by the Buyer less depreciation at such rate as is applied by the Seller to its own equipment.
10.2 In respect of all other sales, if at any time any allegation of infringement of patent, copyright or design rights is made in respect of the goods or if in the Seller's reasonable opinion such an allegation is likely to be made, the Seller may at its option and at its own expense:-
(a) modify or replace the goods without detracting from overall performance thereof, so as to avoid the infringement; or
(b) procure for the Buyer the right to continue to use the goods; or
(c) re-purchase the goods at the price paid by the Buyer less depreciation at such rate as is applied by the Seller to its own equipment.
10.3 The Buyer shall notify the Seller forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. The Seller shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all such reasonable assistance as the Seller may request. The cost of any such proceedings shall be borne in such proportions as the parties shall determine.
10.4 Where the Seller or its employees or agents design the goods pursuant to a commission from the Buyer (whether in consideration of an order or otherwise) then any copyright or design rights created in relation to the goods shall vest in the Seller and the Buyer agrees that it shall do any acts and execute any documentation required by the Seller to secure vesting of title to such copyright or design rights to the Seller.

11. LIABILITY
11.1 The Seller shall not be liable to the Buyer:-
(a) for non-delivery unless a written claim is received by the Seller within 3 days from the date of the Seller's invoice or advice note, whichever is the earlier;
(b) for shortages in quantity delivered in excess of those permitted by condition 9 unless the Buyer notifies the Seller of any claim for short delivery within 3 days of receipt of any goods;
(c) for damage to or loss of the goods or any part of them in transit (where the goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 3 days of receipt of the goods or the scheduled date of delivery whichever shall be the earlier;
(d) for defects in the goods caused by fair wear and tear, abnormal or unsuitable conditions or storage or use or any act, neglect or default of the Buyer or of any third party;
(e) for other defects in the goods unless notified to the Seller within 7 days of receipt of the goods by the Buyer or where the defect would not be apparent on reasonable inspection within 3 months of delivery.

11.2 Where li ability is accepted by the Seller under Condition 11.1 the Seller's only obligation shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.
11.3 The Seller shall not be liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Seller's prior written approval and the Buyer shall indemnify the Seller against any and all claims and costs arising out of such claims to the extent that such repairs or remedial work have been performed by the Buyer or
its agents.
11.4 The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstance exceed the cost of the defective, damaged or undelivered goods which give rise to such liability (as determined by net price invoiced to the Buyer) in respect of any occurrence or series of occurrences.
11.5 Subject to this condition 11:-
(a) all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to the goods are hereby excluded;
(b) the Seller shall be under no liability to the Buyer for any loss damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise howsoever arising (and whether or not caused by the negligence of the Seller its employees or agents);
(c) the Seller shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, howsoever caused, and including without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
11.6 The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained for such higher limit. The Seller shall effect insurance up to such limit and the Buyer shall pay upon demand the amount of any and all premiums. The Buyer shall disclose
such information as the insurers shall require. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the insurers.

12. SPECIFICATIONS AND CONFIDENTIALITY
12.1 Unless expressly agreed in writing by the Seller all drawings, designs, specifications and particulars of weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation from them.
12.2 The Seller accepts no responsibility for any errors omissions or other defects in any drawings, designs or specifications not prepared by the Seller and the Seller shall be indemnified by the Buyer against any and all claims liabilities costs and expenses incurred by the Seller arising from them.
12.3 Corrections to goods required by the Buyer following inspection and approval of proofs by the Buyer shall be at the Buyer's expense and will be charged for separately.
12.4 All drawings, designs, specifications and information submitted by the Seller shall be treated as confidential and shall not be disclosed to any third party without the Seller's written consent or used by the Buyer other than for purposes authorised by the Seller.
12.5 The Seller reserves the right to make without notice any changes in materials specifications or design of the goods which having regard to all circumstances it considers to be reasonable or desirable but which do not affect the operational requirements of the goods and such changes shall not affect the validity of the contract.

13. PACKAGING
13.1 The Buyer shall meet the cost of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than the Seller's normal means of delivery. The Buyer shall unless otherwise agreed be solely responsible for the disposal of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.
13.2 The Seller shall be entitled to invoice the Buyer for the cost of all pallets and other returnable packaging material unless the same are returned to the Seller in good condition carriage paid within 30 days of the date of delivery.

14. LICENCES AND CONSENTS
If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the Buyer the Buyer shall obtain the same at its own expense and if requested produce evidence of the same to the Seller on demand. Failure to obtain any licence or consent shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.

15. FORCE MAJEURE
15.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented hindered delayed cancelled or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control ("force majeure circumstances") including but not limited to acts of God war riot strike lock-out trade dispute or labour disturbance accident break-down of plant or machinery fire flood storm difficulty or increased expense in obtaining workmen materials or transport or other circumstances affecting the supply of the goods or of raw materials by the Seller's normal source of supply or the manufacture of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal route or means of delivery.
15.2 In force majeure circumstances the Seller may in its sole discretion terminate any contract for the supply of goods pursuant to these Conditions or cancel delivery of goods to the Buyer or may, with the agreement of the Buyer, deliver goods at an agreed rate of delivery commencing after any suspension of deliveries.
15.3 If due to force majeure circumstances the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

16. SAMPLES
Any samples supplied to the Buyer are supplied solely for information and in no way import any
express or implied conditions or warranties as to quality, description, fitness for purpose or merchantable quality and the Buyer shall be deemed to have satisfied itself as to such matters
prior to ordering the goods.

17. TERMINATION
17.1 If the Buyer (being an individual) enters into a voluntary arrangement or if a petition is presented for the making of a bankruptcy order against him or if he compounds with his creditors or if (being a company) an application for an order is made or a resolution is passed for the winding-up of the Buyer otherwise than for the purposes of amalgamation or reconstruction (previously approved in writing by
the Seller) or if a meeting is called to approve the appointment of a liquidator to the Buyer or if a petition is presented to the Court for the appointment of a liquidator to the Buyer or if a receiver, manager, administrative receiver or administrator is appointed or a petition is presented to the Court for an appointment of an administrator to the Buyer or over any part of the Buyer's undertaking or if circumstances arise which might entitle the Court or a creditor of the Buyer to appoint a receiver, manager, administrative receiver or administrator or which might entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits a breach of any contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries to the Buyer and/or exercise its rights under Condition 7 and/or by notice in writing to the Buyer terminate any contract with the Buyer.
17.2 Upon termination of any contracts pursuant to Condition 17.1 any indebtedness of the Buyer to the Seller shall become immediately due and payable and the Seller shall be relieved of any further obligation to supply any goods to the Buyer pursuant to such contracts.

18. ASSIGNMENT
None of the rights or obligations of the Buyer under these Conditions may be assigned or transferred in whole or in part without the prior written consent of the Seller.

19. HEALTH AND SAFETY AT WORK ETC
The Buyer agrees to pay due regard to any information supplied by the Seller and relating to the use for which the goods are designed to have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned
or maintained by any person at work, and the Buyer undertakes to take such steps as may be
specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risks to health at all times as are mentioned above.

20. LIEN
The Seller shall be entitled to a general lien on all goods and property owned by the Buyer in the Seller's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any goods sold and deliver ed to the Buyer under any contract. The Seller shall be entitled to offset any sum or sums owing to it from the Buyer against any sums owed by the Buyer to the Seller.

21. HEADINGS
The headings of these Conditions do not form part of the Conditions and shall not affect their interpretation.

22. NON-PERFORMANCE BY THE BUYER
The Seller reserves the right to cancel and/or delay performance of any contract in the event
of material or persistent non-performance by the Buyer in relation to any contract between
the Buyer and the Seller.

23. SEVERABILITY
If any of these Conditions are held to be invalid, illegal or unenforceable in any respect whether in whole or in part such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of these Conditions or the remainder of any part of a Condition affected.

24. WAIVER
Failure by the Seller to exercise or enforce any rights under any contract subject to these Conditions shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter.

25. NOTICES
Any notice hereunder shall be in writing and be deemed to have been duly given if delivered personally or sent by pre-paid first class post (airmail if to an address outside the United Kingdom) telex or telefax to the party concerned at its last known address. Notices delivered personally shall be deemed to have been given when delivered, notices sent by first class post shall be deemed to have been given seven days after despatch (fourteen days if given by airmail) and notices sent by telex or telefax shall be deemed to have been given on the date of despatch.

26. GOVERNING LAW
Any contract to which these Conditions apply shall be governed by and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

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