

▶ **blackheath**

Decorative Surfaces

PRODUCT GUIDE



Why choose Blackheath?

We're passionate about customer service

Our dedicated sales team are on hand to answer your questions Monday to Friday 8.00am – 5.30pm and our showroom is open 8.00am – 4.00pm weekdays. You can also place orders anytime via our website blackheathproducts.co.uk

We're fanatical about delivery

We know how important it is for you to receive your stock on time. That's why we GPS track our vehicles, so we can let you know when you can expect your delivery.

Our fleet of vehicles can distribute anywhere across the UK and the Republic of Ireland. You can choose next day delivery for most orders if they are placed by 12 noon Monday to Friday.

We've got plenty of stock

We offer a huge range of products, including decorative laminates, solid surfaces, acrylic panels, worksurfaces, flooring and associated products. We hold over £7 million worth of stock in our centrally located UK warehouse, so we should always have what you're looking for.

We're competitively priced

Our prices are competitive and we're happy to discuss individual commercial arrangements for large orders - and we're not just talking about price! For example, we can hold special stocks for you to call off throughout the duration of your project.

We're committed to quality

We are an accredited FSC® and PEFC ecological chain of custody supplier.

Want to know more?

If you would like to find out more about any of the products in this brochure please call our sales team on **0121 561 4245** or email sales@blackheathproducts.co.uk

We can answer any questions you may have and arrange for your local Blackheath Area Sales Manager to visit and show you samples of our products.

You can also view all our products, together with pricing and ordering facilities, on our website blackheathproducts.co.uk



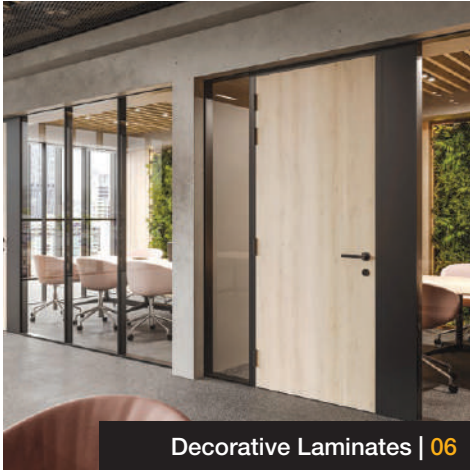
Blackheath Products is proud to be one of the UK's leading suppliers of decorative surface materials for over 60 years.

We offer a huge range of products, including decorative laminates, solid surfaces, worksurfaces, flooring and associated products.

We've created this brochure to provide you with a summary of our decorative surfaces product range.

Please take a look... there's more to us than you may realise!





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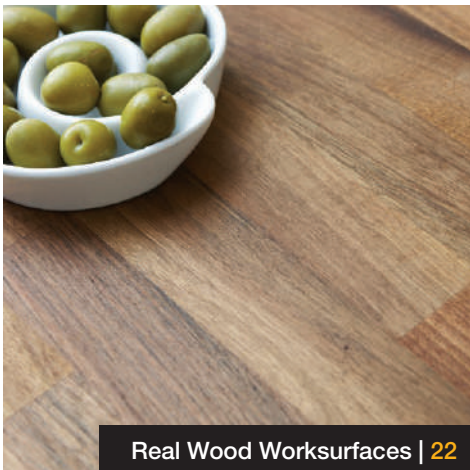
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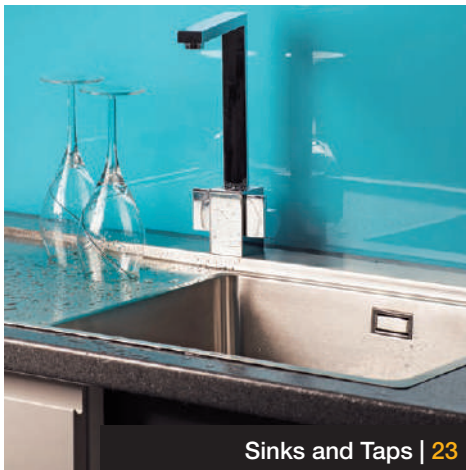
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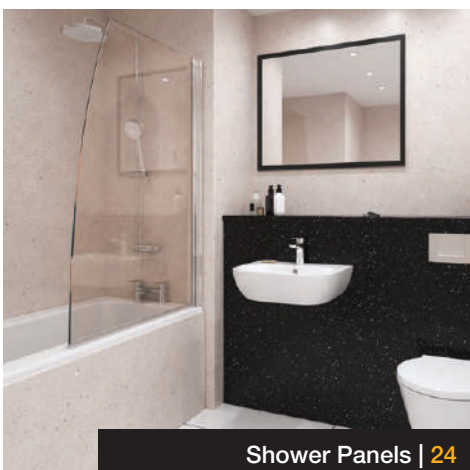
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Returns and Policies

Blackheath Products Limited has strict policies on restocking and the replacement of damaged, defective or incorrectly supplied goods.

Restocking

Blackheath Products Limited are unable to restock worktops and special order items. 20% minimum restocking charge of item value(s). Products must be in perfect condition and in their original packaging. Discontinued products cannot be taken back for restocking. Goods supplied as ordered but subsequently not accepted on delivery will incur a restocking charge unless cancellation or changes have been made in writing at least 24 working hours before the scheduled delivery.

Damaged, Defective or Incorrectly Supplied Goods

Blackheath Products Limited must be notified within 24 hours of receipt of item(s). Item(s) must be returned in their original packaging. Blackheath Products Limited will not accept the return of goods that have been partially or completely installed if the damage, defect or incorrect supply could have been recognised prior to installation.

Site Delivery Charges

- Please ensure that suitable assistance is available on site to help our driver safely offload goods
- Delivery is made to kerbside only
- Please ensure that suitable access can be gained to the delivery address (as a rule, if a refuse wagon can access the address then so can Blackheath)
- A carriage charge of £35 + vat will be applied to all orders delivered to site
- Failure to comply with the rules above may result in a delivery charge up to the maximum of the 30% of the order value.

Delivery Charges

- Maintain a spend of greater than £500 + vat per month to achieve free of charge delivery to your business address
- Spend less than £500 + vat per month (£250 + vat per month for Delivery Area A) and the delivery charge will be £25 + vat
- The average monthly spend is calculated on a rolling 3 or 6 month period, spend is reviewed daily.

Out of Area Delivery / Low Value Items

- If your county is not shown or your order is for a low value item we may still be able to offer a delivery service via selected couriers that can deliver our product range to your door or work sites, please contact our sales office for further information and up to date carriage costs.

Important

Please note that these conditions are additional to the Blackheath Products Limited 'Conditions of Sale' which can be found on page 27 of this catalogue. These conditions do not affect your statutory rights.

Delivery Details

Blackheath Products' own fleet make daily deliveries from a centrally based distribution centre that carries over £7M of stock, ready for immediate dispatch.

Location	Mon	Tue	Wed	Thu	Fri
Bedfordshire	✓		✓		
Berkshire	✓		✓		
Bristol / North Somerset	✓		✓		✓
Buckinghamshire	✓		✓		✓
Cambridgeshire	✓		✓		✓
Cheshire		✓		✓	✓
Derbyshire (Central & South)		✓		✓	✓
Derbyshire (North)		✓		✓	✓
Devon / South Somerset			✓		✓
Essex (West only)	✓		✓		✓
Gloucestershire	✓		✓		✓
Greater Manchester		✓		✓	✓
Herefordshire	✓		✓		
Hertfordshire	✓		✓		✓
Lancashire		✓		✓	
Leicester (Central)	✓	✓	✓	✓	✓
Leicestershire		✓		✓	
London (Central & East)	✓		✓		
Merseyside		✓		✓	✓
North East		✓		✓	
Northamptonshire	✓		✓		✓
Nottinghamshire (Central & South)		✓		✓	✓
Nottinghamshire (North)		✓		✓	
Oxfordshire	✓		✓		✓
Shropshire		✓		✓	✓
South West	✓		✓		
Staffordshire		✓		✓	✓
Wales (Mid)		✓		✓	
Wales (North)		✓		✓	
Wales (South)	✓		✓		
Warwickshire (Coventry & Nuneaton)	✓	✓	✓	✓	✓
Warwickshire (South)	✓		✓		✓
West Midlands	✓	✓	✓	✓	✓
Worcestershire	✓		✓		✓
Yorkshire (South)		✓		✓	

✓ Delivery available on this day.

Order Cut Off Times

The cut-off for ordering items for delivery on the next scheduled day is: 12 noon – Monday to Friday.

Trade Collections

Opening times for trade collections is 8.00am till 4.00pm weekdays. To ensure your goods are ready on arrival we would advise booking your collection time in advance, allowing our warehouse operatives to pre-pick your goods.

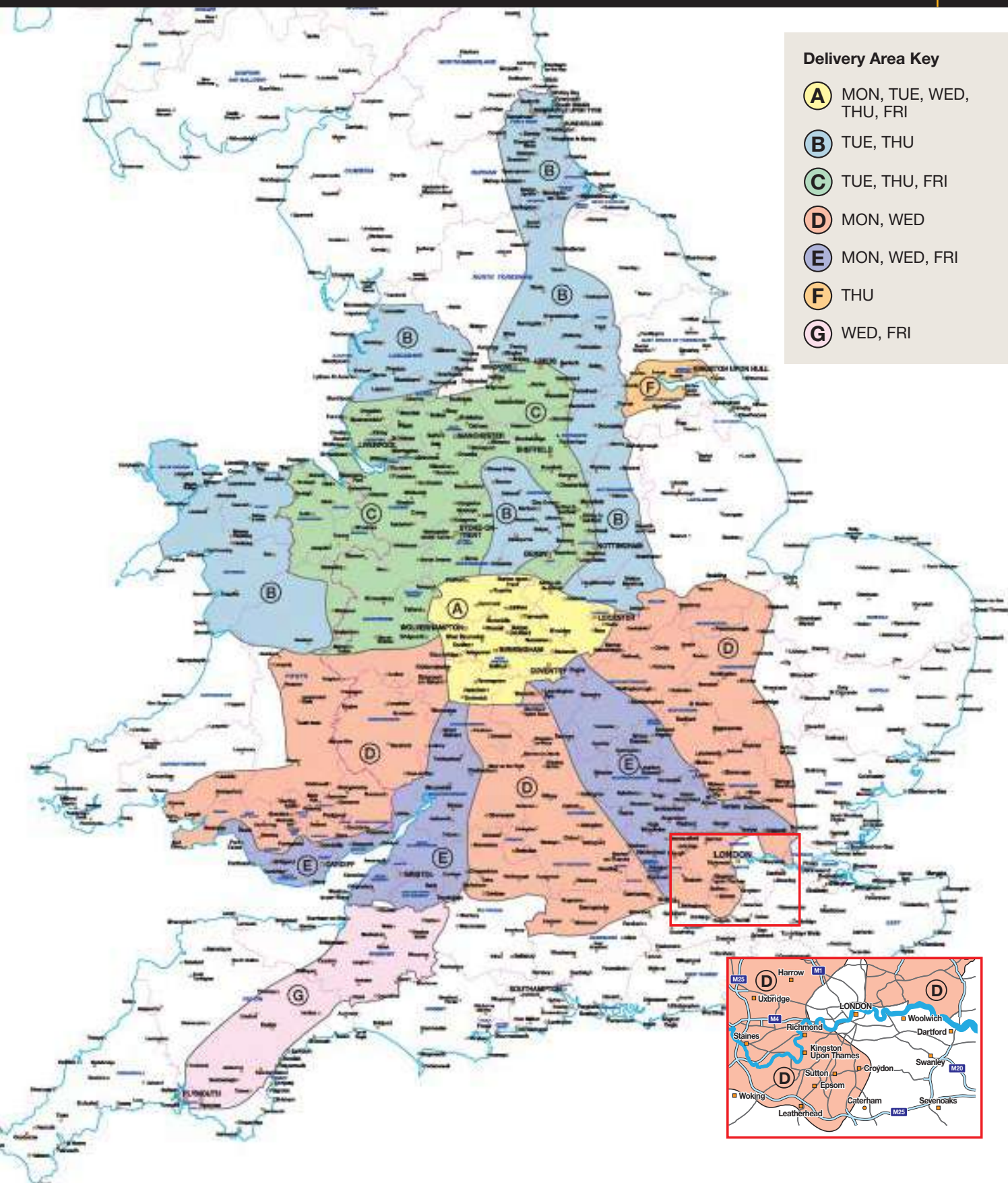
Pre-booked collections need to be placed at least 1 hour prior to collection* (*4.00pm day prior for 8.00am collection).

Showroom

Our showroom is open 8.00am till 4.00pm weekdays (closed 12.30pm till 1.30pm for lunch).

Health and Safety

Please ensure that suitable assistance is available to safely offload heavy and / or bulky items. When installing a kitchen or worksurface, make sure that you always use the correct equipment safely – especially when using cutting or sanding equipment and guards. In addition use masks and extractors to prevent inhalation of dust.



Delivery Charges

- Site deliveries – **£35 + VAT**
- Spend greater than £500 + vat per month* – **free of charge delivery to business address**
- Spend less than £500** + vat per month* – **£25 + vat per delivery to business address**

*Average spend is calculated on a rolling 3 or 6 month period.
 **£250 + vat for Delivery Area A.



Decorative Laminates

One of the best ranges of decorative laminates
in stock under one roof in the UK and Ireland.

We offer one of the largest stockholdings of decorative laminates available in the UK and Ireland. We are proud to stock the leading European brands: Abet Laminati, Altofina, Egger, Formica and Oberflex. We have a comprehensive selection of sheet sizes, performance grades (including compact grade) and décors, which include plain colours, wood effects, abstracts and stone effects.

In addition we stock metallic decorative laminates from Abet Laminati, Altofina, Formica and Oberflex. Metallic laminates are faced with aluminium foils which have been anodized and textured to replicate sophisticated metallic finishes and colours at a fraction of the cost of solid metals.

We also stock real wood laminates. Real wood laminates not only offer consistency of timber colour, shade and grain, but are also much easier to install and maintain compared to traditional veneers.

To see our full range of decorative laminates or to request a sample, please call 0121 561 4245.



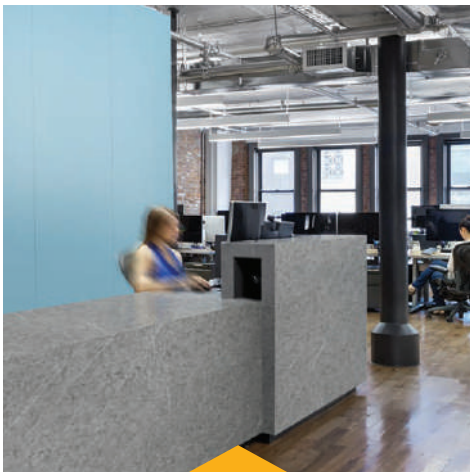
ABET LAMINATI





Abet Laminati

Abet Laminati is the largest producer of high pressure decorative laminates in Europe with a presence throughout the world. Plain colours, patterns and real wood effects are available alongside digital printing and translucent laminates. Italian flair and over 50 years of manufacturing experience make Abet laminates both beautiful and practical.



Altofina

Whether you choose plain colours, wood effects or metallic laminates, Altofina's high pressure decorative laminates combine fantastic value for money with great quality, durability and design.



Formica

Formica is the original high pressure decorative laminate. It is a leading European brand for plain colours, wood effects, abstracts and metallic laminates using inventive and highly successful surface textures. Formica's design capability is well demonstrated by its fantastic metallic range, which is currently one of the most advanced in terms of imaginative design and texture.





Egger

Egger decorative laminates are produced using a continuous high pressure system of manufacturing. All wood content is sourced from well-managed, sustainable forests, earning Egger laminates Controlled Wood certification. The colour and texture of Egger laminates match Egger MFC and MFMDf, creating a powerful combination.



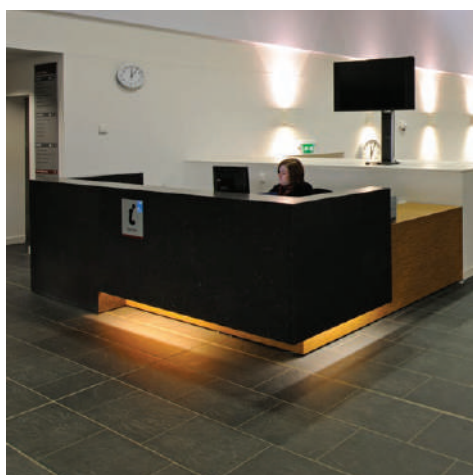
Oberflex

Oberflex offers a comprehensive selection of real wood veneered laminates with over 80 different species, tints and textures. Oberflex's veneers are carefully selected and batched, so that this natural product has excellent consistency of colour and grain.



Solid Surface Materials

At Blackheath we offer two types of solid surface materials for you to choose from – Mirostone and Staron.



Mirostone and Staron are a blend of acrylic polymer, natural minerals and pigments.

Both of these products offer amazing stone effects for all types of interior and exterior applications. The colour of each décor permeates the full thickness of each panel, allowing drainer grooves or other carving of the surface without any loss of colour or performance.

They are both 100% waterproof, hygienic and non-toxic: perfect for both food preparation areas and all other living spaces. Mirostone and Staron can achieve imperceptible seams – creating the sculptured look of a single piece of material and preventing the growth of bacteria in unsightly joints. We also stock a wide range of sinks and bowls that can be inconspicuously fitted into Mirostone and Staron surfaces.

Whilst Mirostone can be installed on site with little to no fabrication required, Staron takes some more preparation. All Staron fit outs are templated and the fabrication is carried out by an approved fabricator. Please ensure you follow the fabrication instructions for both these products.

To see our full range of solid surface materials or to request a sample, please call 0121 561 4245.

mirostone®
staron®
Solid Surfaces

Mirostone

Mirostone is a 20mm thick solid surfacing material and does not need to have any core material or built up edges. It is ready to be installed with minimal additional fabrication and is 100% waterproof.

Staron

We are proud to be the exclusive UK and Ireland distributor for Staron Solid Surfaces.



Mirostone

Mirostone is supplied as a range of durable 20mm thick standard worksurface sizes that are ideal for Kitchens, bathrooms or bedrooms, with no need for templating. Its colourful designs create the look of natural stone with a naturally flowing appearance that is hygienic and easy to clean.





Staron

Staron is a range of over 70 décors which are 12mm thick with 6 décors available in 6mm thickness.

Both sides of each Staron sheet are sanded to ensure perfect consistency of thickness. The decorative surface of each sheet is finished to either a 600 or 800 grit level depending on the décor and has a removable film for protection. Staron can be fabricated to any thickness with inconspicuous seams. It can also be thermoformed into a myriad of shapes to form long, stylish sweeps or sharp angles.

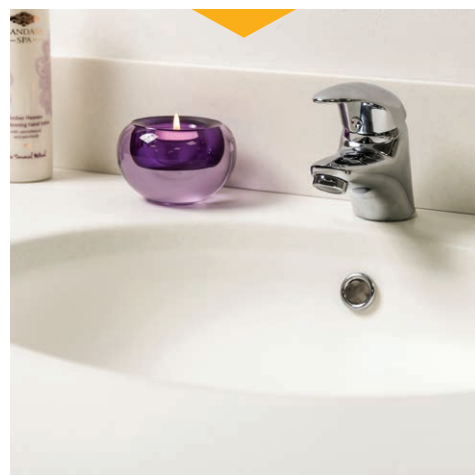
Several Staron décors have been certified with European Class B fire rating enabling them to be used in mass transit systems.





Solid Surface Sinks

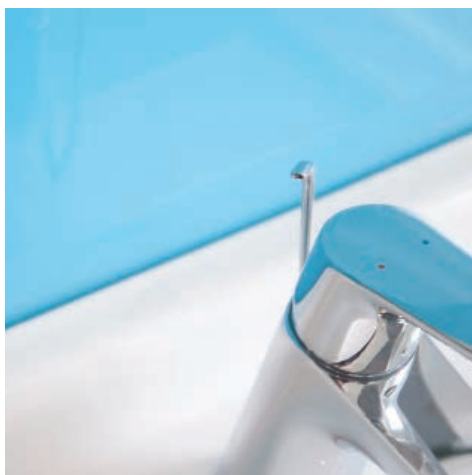
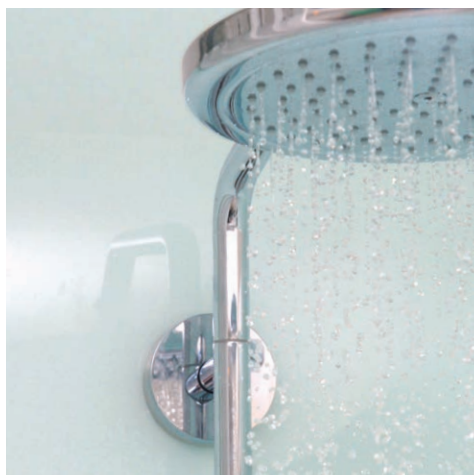
We offer a diverse range of solid surface sinks and bowls which can be seamlessly fabricated into Staron and Mirostone worksurfaces. We also offer a range of stainless steel under-mounted sinks which are perfect for use with both solid surface and other worksurface décors.





Acrylic Glass Splashbacks and Wall Panels

The look of traditional glass but with none of the hassle.



MAZAN®

Acrylic decorative surfaces offer glass effect colour intensity at a fraction of the cost of real glass and, unlike glass, this innovative decorative surface cannot be shattered by impact.

Acrylic decorative surfaces can be machined with standard woodworking tools on site. So there is no need for time consuming templating procedures.

To see our full range of acrylic panels or to request a sample, please call 0121 561 4245.

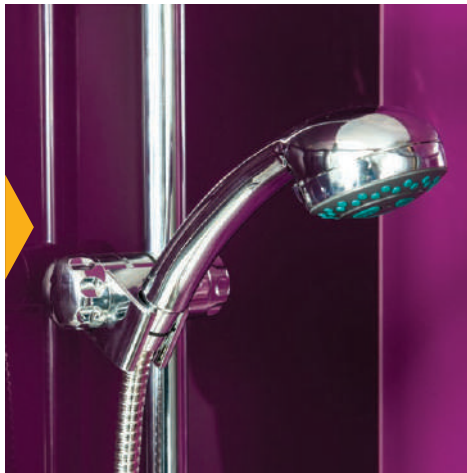


Mazan

Mazan is an affordable, yet dazzlingly beautiful collection of glass effect panels for kitchens, utility rooms, bedrooms, bathrooms and shower rooms. It is the 21st century alternative to ceramic tiles and glass.

It has a standard range of diverse solid and metallic colours and has a thickness of 4mm. This gives you a fantastic colour and shades of light reflected through Mazan's surface and exposed edges – just like traditional glass.

Mazan is environmentally friendly using much less energy during its production than glass. Mazan can also be recycled.





Laminate Worksurfaces, Upstands and Splashbacks

Blackheath is one of the leading stockholders of worksurfaces in the UK.



spectra
collection

EGGER

TANDEM

LAMURA®

We have one of the UK's largest collections of laminate worksurfaces, upstands and splashbacks.

Our worksurfaces are available for all designated next day deliveries. We also offer a free cut across the width on most laminate designs to assist your handling of this product.

Laminate worksurfaces are the ideal solution for both student accommodation and apartment fit outs. Ranging from budget to more expensive ranges, we have something to offer for all projects.

To see our full range of laminate – worksurfaces, upstands and splashbacks or to request a sample, please call 0121 561 4245.





Tandem

Tandem is a collection of low cost worktops and breakfast bars with solid colour, wood, granite, marble effects and abstract pattern décors that will look great for years to come.

Tandem has a collection of 30mm and 40mm post formed worktops, breakfast bars and island units.



Spectra Curved-Edge

Spectra is a range of 3.6 metre worksurfaces with 40 sophisticated décors and 6 textures which offer great value for money. Splashbacks and upstands are also available in matching décors and textures.



Lamura

Lamura is a range of 4.1m length postformed worksurfaces, breakfast bars, and island units, in both 20mm and 40mm thicknesses.

Available in woodgrains, marbles and stones with matching upstands and splashbacks in every décor.



Spectra Slim-Edge

Spectra Slim-Edge is a range of 12.5mm compact laminate worksurfaces. With a stunning range of décors to choose from, each with design enhancing surface textures and a beautiful solid core, this is a worksurface solution without limits.





Egger

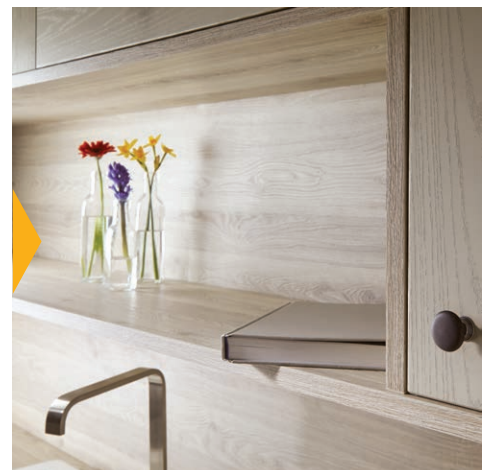
Egger worktops offer one of the most competitively priced 4.1 metre length range of worksurfaces with colour matched laminate, MFC and MFMDF for several décors.



Spectra Square-Edge

Spectra Square-Edge worksurfaces have matching laminate on both its surface and rear. They are square edged with matching ABS edging on all four edges.

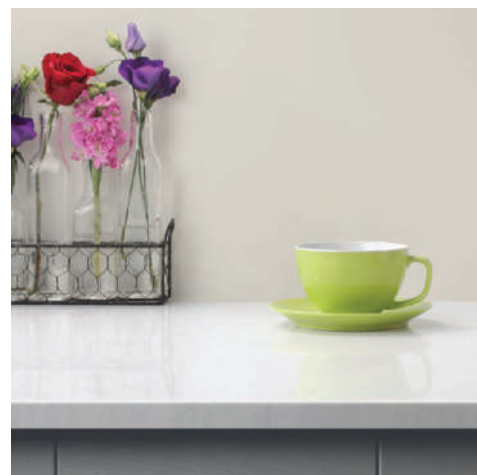
Available in 650mm and 900mm widths and both 40mm and 22mm thickness. The 22mm surfaces can be used as gable ends and to frame your cabinets.





Solid Surface Worksurfaces, Upstands and Splashbacks

With one of most comprehensive ranges of solid surfaces in the UK there are plenty to choose from.



mirostone®

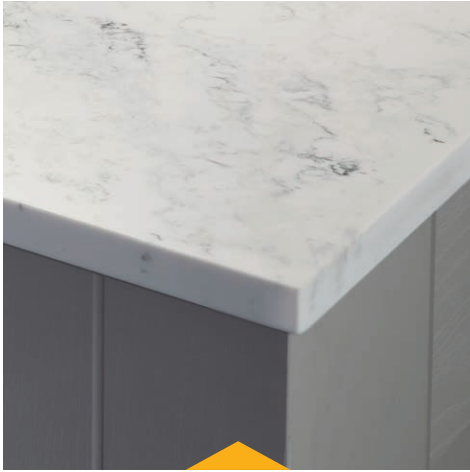
staron®
Solid Surfaces

The ultra-hygienic and 100% waterproof qualities of solid surface make it the perfect material for food preparation. Their practical qualities are enhanced by a range of solid colour, stone effects and abstract décors, plus the realistic touch and feel of stone.

Solid Surface worksurfaces are ideal for student accommodation and apartment fit out projects.

To see our full range of solid surface worksurfaces, upstands and splashbacks or to request a sample, please call 0121 561 4245.





Mirostone

Mirostone comprises 20mm thick solid surfacing with no core material, so it is ready to be installed with minimal additional fabrication and is 100% waterproof.

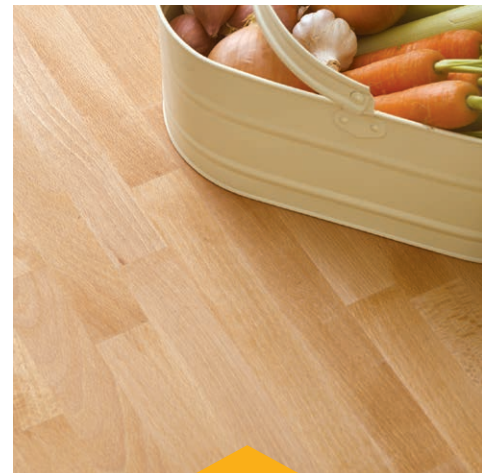


Staron

Staron has over 70 décors, all available from stock. Skilled solid surface specialist fabricators can thermoform, carve and seamlessly bond this amazing material into truly unique worksurface designs.

Real Wood Worksurfaces

Solid wood has always been a popular choice as a worktop in the UK, so there's no surprise it's available ex-stock from Blackheath.



Spectra Solid-Wood

Spectra Solid-Wood is a range of worksurfaces produced from carefully selected staves to ensure a good consistency of colour and grain.

We hold three species in stock: Oak, Beech and Walnut. These worksurfaces are not oiled but are square cut and pre-sanded to a 180 grit finish.

spectra
collection 

Our Spectra Solid-Wood range of worksurfaces satisfies the demand for the beauty of a natural product.

Real Wood worksurfaces are ideal for student accommodation and apartment fit out projects.

To see our full range of real wood – worksurfaces or to request a sample, please call 0121 561 4245.



Sinks and Taps

All popular sink materials and bowl configurations are available from stock.



River

River sinks and bowls offer great value for money, mainly using stainless steel but also granite, ceramic and acrylic. A range of taps complement the sinks and bowl range.



With almost every two worksurfaces, there is usually a need for a sink or a bowl. We can meet that demand by stocking all of the popular sink materials and bowl configurations.

We have three comprehensive ranges of sinks available to suit each of our worksurfaces. With stainless steel, granite, ceramic and acrylic sinks all held in stock, we will have the right materials for your project.

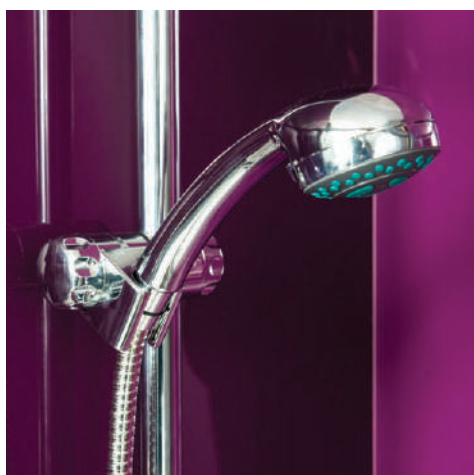
To see our full range of sinks and taps or to request a sample, please call 0121 561 4245.

river



Shower Panels and Washroom Accessories

A 21st century alternative to time consuming ceramic tiles with complementary Bobrick accessories.





MAZAN



LAMURA

Waterproof and easy to maintain, shower panels are a great alternative to traditional tiling.

Not only do they offer a fantastic range of décors, but they are also easy to install with woodworking tools and do not have unsightly grout joints. Shower panels are suitable for both domestic and public area washrooms and changing areas.

Our shower panels are an ideal solution for hotel refurbishment projects; they're easy to install and there's plenty to choose from!

To see our full range of shower panels and Bobrick washroom accessories or to request a sample, please call 0121 561 4245.

Bobrick

Bobrick is a world-class manufacturer of high quality, durable stainless steel washroom accessories that contribute to the design of attractive, functional commercial and public washrooms.

The range includes soap dispensers, waste receptacles, warm air hand driers, toilet tissue dispensers, paper towel dispensers, disabled grab bars, washroom mirrors and baby changing stations.



Nuance

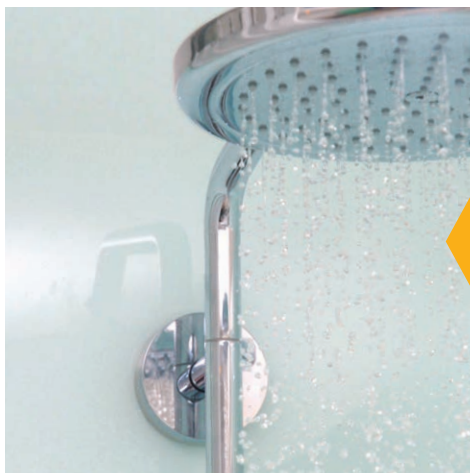
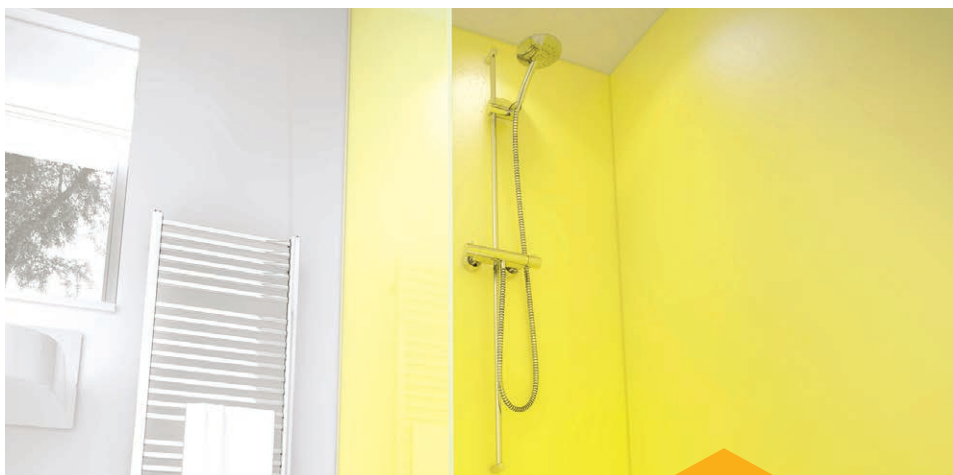
Nuance decorative laminate and solid surface shower panels are accompanied by a range of vanity surfaces.

The decorative laminate shower panels use a 100% waterproof core and feature a post-formed edge, removing the need for finishing extrusions for many layouts.

Lamura

Lamura 20mm worksurfaces come with a moisture resistant core, making them the perfect surface for the bathroom.

Available in 10 stunning décors, Lamura 20mm allows you to create bespoke vanity units and cistern covers.



Mazan

An affordable, yet dazzlingly beautiful collection of glass effect panels for bathrooms and shower rooms. It is the 21st century alternative to ceramic tiles and glass. It has a range of solid and metallic colours and has a thickness of 4mm. This gives you a fantastic colour intensity and reflection through Mazan's surface – just like traditional glass.

Quick-Step® Flooring

Our range of Quick-Step® Livyn flooring offers you great choice and value for any interior.



Quick-Step®

Quick-Step Livyn vinyl flooring offers a comprehensive collection of surface designs and textures with all the required colour consistency and durability that you would expect from a world class manufacturer like Unilin.



Our Quick-Step® vinyl range is produced by Unilin.

Our range of Quick-Step Livyn vinyl flooring gives you great choice and value for any interior space. Quick-Step flooring uses the unique Uniclic® locking system which makes installation and maintenance quick and easy and comes with a full range of accessories.

To see our full range of Quick-Step or to request a sample, please call 0121 561 4245.



The Customer's attention is particularly drawn to the provisions of clause 12.

1.1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Blackheath: Blackheath Products Limited registered in England and Wales with company number 597879.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.

Contract: the contract between Blackheath and the Customer for the supply of Goods and/or Design Services in accordance with these Conditions. Customer: the person or firm who purchases the Goods and/or Design Services from Blackheath.

Deliverables: the design set out in the Order.

Delivery Location: has the meaning set out in clause 4.2.

Design Services: the design services, including the Deliverables, supplied by Blackheath to the Customer as set out in the Design Service Specification below.

Design Service Specification: the description or specification for the Design Services provided in writing by Blackheath to the Customer.

Force Majeure Event: has the meaning given to it in clause 14.1. Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods that is agreed in writing by the Customer and Blackheath.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Design Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Blackheath's quotation, or overleaf, as the case may be.

1.2 "Construction". In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Design Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted on the earlier of:

2.2.1 Blackheath issuing written acceptance of the Order;

2.2.2 Any act by Blackheath consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Blackheath which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Blackheath and any descriptions of the Goods or illustrations or descriptions of the Design Services contained in Blackheath's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Design Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Blackheath shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by Blackheath shall be subject to correction without liability on the part of Blackheath.

2.8 No Order which has been accepted by Blackheath may be cancelled by the Customer except with the agreement of Blackheath. The terms of the Contract shall indemnify Blackheath in full against all loss (including the cost of all labour and materials used), damages, charges and expenses incurred by Blackheath as a result of cancellation.

2.9 The Customer shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

2.10 All of these Conditions shall apply to the supply of both Goods and Design Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in Blackheath's catalogue and website as modified by any applicable Goods Specification.

3.2 Blackheath reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1 Blackheath shall ensure that:

4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Blackheath reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.2 if Blackheath requires the Customer to return any packaging material to Blackheath, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Blackheath shall reasonably require. Returns of packaging materials shall be at Blackheath's expense.

4.2 Blackheath shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Blackheath notifies the Customer that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. Blackheath shall not be responsible for unloading the Goods at the Delivery Location and, for the avoidance of doubt, shall not be required to deliver the Goods anywhere other than kerbside at the Delivery Location.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Blackheath shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Blackheath with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If Blackheath fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Blackheath shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide Blackheath with adequate delivery instructions for the Goods or any relevant instruction relating to the supply of the Goods.

4.6 If the Customer fails to accept or take delivery of the Goods within three Business Days of Blackheath notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Blackheath's failure to comply with its obligations under the Contract in respect of the Goods:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day following the day on which Blackheath notified the Customer that the Goods were ready; and

4.6.2 Blackheath shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If four Business Days after Blackheath notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Blackheath may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods. 4.8 Blackheath may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in or in instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1 Where Blackheath is not the manufacturer of the Goods, Blackheath shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Blackheath.

5.2 Blackheath warrants that on delivery the Goods shall:

5.2.1 conform in all material respects with their description and any applicable Goods Specification;

5.2.2 be free from material defects in design, material and workmanship.

5.3 Subject to clause 5.5, if:

5.3.1 the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.2;

5.3.2 Blackheath is given a reasonable opportunity of examining such Goods; and

5.3.3 the Customer (if asked to do so by Blackheath) returns such Goods and any strapping or packaging to Blackheath's place of business at the Blackheath's cost, Blackheath shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. 5.4 Blackheath reserves the right to charge the Customer for the cost of inspection of the Goods and/or return of Goods where Blackheath deems the Goods to be in accordance with the warranty set out in clause 5.2. 5.5 Blackheath shall not be liable for the Goods' failure to comply with the warranty in clause 5.2 if:

5.5.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.4;

5.5.2 the defect arises because the Customer failed to follow Blackheath's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if

there are none) good trade practice;

5.5.3 the defect arises as a result of Blackheath following any drawing, design or Goods Specification supplied by the Customer;

5.5.4 the Customer alters or repairs such Goods without the written consent of Blackheath;

5.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

5.5.6 the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards;

5.5.7 the Goods comply with the tolerance margins adopted by the manufacturer of the Goods.

5.6 Except as provided in this clause 5, Blackheath shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.2.

5.7 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Blackheath under clause 5.3.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until:

6.2.1 Blackheath receives payment in full (in cash or cleared funds) for the Goods and any other goods that Blackheath has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Blackheath's property;

6.3.2 not remove, defect or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Blackheath's behalf from the date of delivery;

6.3.4 notify Blackheath immediately if it becomes subject to any of the events listed in clause

13.1.1 to clause 13.1.11; and

6.3.5 give Blackheath such information relating to the Goods as Blackheath may require from time to time.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.11, then, without limiting any other right or remedy Blackheath may have, the Customer shall:

6.4.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

6.4.2 Blackheath may at any time: (a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF DESIGN SERVICES

7.1 Blackheath shall provide the Design Services to the Customer in accordance with the Design Service Specification in all material respects.

7.2 Blackheath shall use all reasonable endeavours to meet any performance dates for the Design Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Design Services.

7.3 Blackheath shall have the right to make any changes to the Design Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Design Services, and Blackheath shall notify the Customer in any such event.

7.4 Blackheath warrants to the Customer that the Design Services will be provided using

reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;

8.1.2 co-operate with Blackheath in all matters relating to the Design Services;

8.1.3 provide Blackheath with such information and measurements as Blackheath may reasonably require to supply the Design Services, and ensure that such information is accurate in all material respects;

8.1.4 provide Blackheath with its written acceptance of the design arising from the Design Services before any work commences on the manufacture of Goods to that design.

8.2 If Blackheath's performance of any of its obligations in respect of the Design Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"), 8.2.1 Blackheath shall without limiting its other rights or remedies have the right to suspend performance of the Design Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Blackheath's performance of any of its obligations.

8.2.2 Blackheath shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Blackheath's failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer shall reimburse Blackheath on written demand for any costs or losses sustained or incurred by Blackheath arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 The price for Goods and Design Services shall be the price set out in the Order or, if no price is quoted, the price set out in Blackheath's published price list as at the date of delivery. The price of the Goods is exclusive of VAT and all costs and charges of packaging, insurance, transport of the Goods.

9.2 Blackheath reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Blackheath that is due to:

9.2.1 any factor beyond the control of Blackheath (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

9.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Blackheath adequate or accurate information or instructions in respect of the Goods.

9.3 In respect of Goods and Design Services, Blackheath shall be entitled to invoice the Customer:

9.3.1 in the case of trade counter customers at the time of order; and

9.3.2 in the case of account Customers, at any time after completion of delivery.

9.4 Unless otherwise agreed in writing, the Customer shall pay each invoice submitted by Blackheath: 9.4.1 before or by the end of the month following the month in which the invoice is dated; and

9.4.2 in full and in cleared funds to a bank account nominated in writing by Blackheath, and time for payment shall be of the essence of the Contract.

9.5 For the avoidance of doubt, Blackheath shall be entitled to request payment up front at the time of order or delivery at its discretion, including without limitation where the Customer is a trade counter or account customer.

9.6 All prices payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Blackheath to the Customer, the Customer shall, on receipt of a valid VAT invoice from Blackheath, pay to Blackheath such additional amounts in respect of VAT as are chargeable on the supply of the Design Services or Goods at the same time as payment is due for the supply of the Design Services or Goods.

9.7 If the Customer fails to make any payment due to Blackheath under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Blackheath may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Blackheath to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Design Services shall be owned by Blackheath.

11. CONFIDENTIALITY

A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and design services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude Blackheath's liability for: 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1.1-12.1.2 Blackheath shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and 12.2.2 Blackheath's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price payable by the Customer for the Design Services.

12.3 For the avoidance of doubt, if the Customer limits its own liability to its own customers in respect of the Goods and/or Services to a level lower than Blackheath's liability has been limited in these Conditions, Blackheath shall only be liable to the Customer to the lesser amount the Customer has limited its own liability to.

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Design Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.1.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.1.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

13.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

13.1.4 the other party (being an individual) is the subject of a bankruptcy petition or order;

13.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

13.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

13.1.7 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

13.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.1 to clause 13.1.8 (inclusive);

13.1.10 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

13.1.11 the other party's financial position deteriorates to such an extent that in Blackheath's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, Blackheath may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, Blackheath may suspend the supply of Design Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Blackheath if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.11, or Blackheath reasonably believes that the Customer is about to become subject to any of them.

13.4 On termination of the Contract for any reason:

13.4.1 the Customer shall immediately pay to Blackheath all of Blackheath's outstanding unpaid invoices and interest and, in respect of Design Services supplied but for which no invoice has yet been submitted, Blackheath shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.4.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.4.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. FORCE MAJEURE

14.1 For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of Blackheath including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Blackheath or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2 Blackheath shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents Blackheath from providing any of the Design Services and/or Goods for more than 4 weeks, Blackheath shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1 Assignment and other dealings.

15.1.1 Blackheath may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

15.1.2 The Customer shall not, without the prior written consent of Blackheath, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 Notices.

15.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3 Severance.

15.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Blackheath. For the avoidance of doubt, any variation to a term of the Contract shall not affect the remaining terms of these Conditions.

15.8 **Governing law.</**

Sales Office

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