

# **DECORATIVE SURFACES** PRODUCT GUIDE

# blackheath

www.blackheathproducts.co.uk

## blackheath �



# Why choose Blackheath?

#### We're passionate about customer service

Our dedicated sales team are on hand to answer your questions Monday to Friday 8am – 5.30pm and our trade counter is open 7.30am – 4.30pm weekdays. You can also place orders anytime via our website **www.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 keep track of 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 4pm Monday to Thursday and by 3pm on Fridays.

#### 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 £6.5 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<sup>®</sup> 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 3939** or email **panels@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 www.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 think!





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www.blackheathproducts.co.uk

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### How to find us



#### Getting to Blackheath: from the North (M6, M5)

From Junction 8 of the M6, continue on the M5 southbound. Leave at Junction 2 and take the second exit at the roundabout. At the next roundabout, take the second exit onto the A4034.

Continue straight on at two sets of traffic lights, then take the third road on the left, Station Road. At the small roundabout, take the second exit onto Nimmings Road, then almost immediately take the left fork into Fairfield Road. Take the first road on your left onto the estate. Blackheath Products is on your left.

#### Getting to Blackheath: from the South (M5)

Leave the M5 at Junction 3 and take the first exit of the roundabout onto the A456. Continue straight on at the traffic lights, then take the third exit at the roundabout (A459). At the next roundabout, take the third exit (A458).

Go straight ahead at the next two roundabouts, then take the first left into Narrow Lane which becomes Fairfield Road. Take the ninth road on your right Fairfield Park and Blackheath Products is on the left.

### **Delivery details**

Blackheath Products own fleet make daily deliveries from a centrally based distribution centre that carries over £6.5m of stock, ready for immediate dispatch.

Location	Mon	Tue	Wed	Thu	Fri
Bedfordshire		•	•	-	
Berkshire		•		-	
Bristol / North Somerset	-		-		-
Buckinghamshire		-	-	-	
Cambridgeshire		•		-	
Cheshire	-		-		-
Derbyshire (Mid & South)	-	•		-	
Derbyshire (North)	-	•		-	
Devon / South Somerset					-
Gloucestershire	-		-		-
Greater Manchester	-		-	-	-
Greater London		•		-	
Herefordshire	-		-		-
Hertfordshire		-	-	-	
Lancashire	-		-		-
Leicestershire	-	-		-	
Leicester (Central)	-	-	-	-	-
Merseyside	-		-	-	-
Northamptonshire		-	-	-	
North East		-		-	
Nottinghamshire (North)	-	-		-	
Nottinghamshire (Mid & South)	-	-		-	
Oxfordshire		-	-	-	
Northern Ireland & Rep of Ireland*		-		-	
Scotland*		-		-	
Shropshire	-		-	-	-
South West					-
Staffordshire	-		-		-
Wales (Mid)	•		-		
Wales (North)	•		-		•
Wales (South)	•		-		•
Warwickshire (CV)	•	•	-	-	-
Warwickshire (South)	•		-		-
West Midlands		•	-	•	-
Worcestershire	•		-		-
Yorkshire (South)	-	•		-	

Delivery available on this day.

\* Scotland and Ireland areas are not delivered on our vehicles.

\*

### Opening times (Monday to Friday)

Trade Counter:	7.30am – 4.30pm
Sales Office:	8.00am – 5.30pm
Warehouse:	7.00am – 10.00pm

The cut-off for ordering items for delivery on the next scheduled day is:-

4.00pm – Monday to Thursday 3.00pm – Friday



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# **Decorative Laminates**

The best range 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, ASD, Egger, Formica, Oberflex and Pure Paper. We have a comprehensive selection of sheet sizes, performance grades and decors which include plain colours, wood effects, abstracts and stone effects.

In addition we stock metallic decorative laminates from Abet Laminati, Altofina, ASD Laminat, 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 and reconstituted wood laminates. Reconstituted wood offers an environmentally friendly solution as it ingeniously replicates exotic veneers by using only fast growing timber from managed forests. Both real wood and reconstituted 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 3939.













#### ASD

ASD is a range of new and exciting plain colours, wood effects, abstracts and metal laminates. The wood effects are given an added realism with a variety of woodgrain textures. The abstract range features a number of 'Spark overlay' decors. This includes Black, White and Crimson Spark designs. The dazzling ASD range is available from stock at very competitive prices.





### 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, abstracts, metallic laminates or ReNu Self Repairing laminates, Altofina's high pressure decorative laminates combine fantastic value for money with great quality, durability and design.





# **Decorative Laminates**

The best range of decorative laminates in stock under one roof in the UK and Ireland.



#### 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.



# We have an extensive range of decorative laminates here at Blackheath.

Decorative laminates are versatile and suitable for a variety of different applications. Here at Blackheath, we stock a wide variety of performance and speciality laminates. For example, Formica FR (Fire Retardant) grade laminates, Altofina Magnetic laminates, and Formica and Altofina Self Repairing laminates.

To see our full range of decorative laminates or to request a sample, please call 0121 561 3939.











pure paper interior surfaces





#### 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. Formica is also a leading producer digitally printed laminates for decorative images, corporate logos and way finding signage.





### Pure Paper

Pure Paper is a range of plain colours and metallic laminates from Ober (also the manufacturer of Oberflex). Color is a collection of 7 plain colour laminates: each with 6 original textures designed for interior design use. Pure Paper Metal is a collection of 10 metallic laminates: each with 6 imaginative textures. The use of these textures and finishes completely transforms these plain colour and metal decors in a truly fascinating way – you need to see them to believe this!





#### Oberflex

In addition to their Pure Paper range, Oberflex offers a comprehensive selection of real wood veneer and reconstituted wood 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.

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We have selected Formica and Abet Laminati to supply us with our compact grade laminate ranges.







We offer a wide variety of plain colours, wood effects, abstracts and surface finishes. All compact grade decors have protective coating applied to both sides of each sheet. In addition, both Abet Laminati and Formica offer a range of post-forming compact grade to help you achieve a smooth and seamless product which introduces extra style, eliminates sharp edges and makes cleaning much easier.

With remarkable water resistance and unbeatable toughness, it's no surprise that compact grade is becoming the material of choice for cubicles, plumbing panels and lockers, as well as a multitude of other applications.

Available in 10mm, 12mm and 16mm ex stock, compact grade laminate is suitable for a variety of different uses. 10mm is especially suited for use in lockers and is available in decors complementary to the Formica Washroom offer. 12mm is mainly suited to cubicles and is in both the Abet and Formica collections. 16mm is ideally suited to laboratories with its chemical resistant properties or in school furniture due to its durability.

To see our full range of compact grade laminates or to request a sample, please call 0121 561 3939.

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#### Abet Laminati

A comprehensive range of 12mm sheets with 36 decors available from stock.

Sheet sizes: All decors are available in 4200 x 1860 x 12mm, 3660 x 1610 x 12mm, 2650 x 1860 x 12mm, 2100 x 1860 x 12mm, 1545 x 1860 x 12mm and 26 decors are available in 3660 x 1610 x 10mm.

All decors are colour matched to 3660 x 1610mm and 3050 x 1300mm high pressure decorative laminate and to Döllken ABS edging.



#### Formica

Formica offers a comprehensive range of 12mm sheets in 52 decors.

20 designs are available in both 4305 x 1835 x 12mm, 2150 x 1835 x 12mm and 3660 x 1525 x 12mm sheets. 32 decors are available solely as 3660 x 1525mm sheets.

Formica also offers the following unique optimised sizes; 2775 x 1835 and 1525 x 1835 in 20 of the most popular and on-trend decors.

All decors are colour matched to 3660 x 1525mm and 3050 x 1300mm high pressure decorative laminate and also to Döllken ABS edging.

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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.

STORON

olid Surface



We are proud to be the exclusive UK and Ireland distributor for Staron solid surfaces.

## Staron and Mirostone 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. Staron and Mirostone 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 Staron and Mirostone 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. However, both Mirostone and Staron give fantastic results.

To see our full range of solid surface materials or to request a sample, please call 0121 561 3939.

### mirostone

#### Mirostone

Mirostone is supplied as a range of durable 20mm thick 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 88 decors which are 12mm thick with 6 decors 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 decor 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.

A wide variety of Staron decors 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 decors.



# Mazan Acrylic Panels

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









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 3939.

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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.







# Decorative **Edging Materials**

Perfectly complementing our range of decorative laminates.

### Oberflex

Real wood edging is available from Oberflex to directly match their range of real wood laminates.





#### Egger

Egger ABS edging decoratively colour matches the entire Egger collection of decors.

#### Döllken

Döllken ABS edging decoratively colour matches the majority of our range of decorative laminates from Altofina, Abet Laminati and Formica.







We stock ABS and PP edging and can obtain real wood edging to order.

ABS and PP edging are thermally resilient with excellent impact resistance and end of life recycling qualities compared to PVC edging. ABS, PP and real wood edging are suitable for flat panel edging as well as internal and external radii.

To see our full range of decorative edging materials or to request a sample, please call 0121 561 3939.









# **Sculpted Panels**

Deep textured real wood and PVC decorative panels from Marotte.



Composed of 36 decors divided into 6 deep textures and available in 6 natural wood species. The wood surface is sublimated and protected by a monocoat finish, which gives a completely natural feel to each panel.





#### GLOSS

Gloss is a collection of carved panels. There are 2 PVC finishes: Ice White and Black, which feature 6 styles of carved patterns. These carved panels reflect light in a remarkable way, creating fascinating high gloss designs.







Marotte is part of the Ober group. The company designs and produces real wood and PVC surfaced MDF panels which are deeply carved and textured.

The result is 2 products: BORG! And GLOSS which offer stunning innovative surfaces for interior design. All immediately available from stock.

To see our full range of Marotte products or to request a sample, please call 0121 561 3939.

# 🔆 Marotte<sup>®</sup> BORG! GLOSS

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# Kitchen, Workplace and Exhibition Stand Cabinets

Practical wall and base cabinets from Openhouse.







Used in conjunction with our ranges of worksurfaces, our Open House wall and base cabinets are the perfect option for time-saving practical assembly, making them ideal for canteens and kitchens and as document storage units for exhibitions stands and offices.

Open House wall and base cabinets share the same adhesive free machined edge technology as used on Unilin's quickstep flooring. With this Clicbox technology, our cabinets can be assembled up to five times faster than traditional cam and dowel fitted cabinets. They can then be easily dismantled, ready to be re-assembled again repeatedly at a later date: perfect for Exhibitions.

To see our full range of Open House cabinets and doors or to request a sample, please call 0121 561 3939.





### Open House – The Complete Range

Our full range of Open House doors includes modern and traditional styles, include plain slab, shaker and J- profile handless door options.









### Hettich

Using Hettich soft close door hinges and drawer runners, Open House cabinets, doors and drawers close quietly and without fuss. All drawers are 470mm deep which gives a full extension and can take 30kg load capacity.

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# Laminate – Worksurfaces, Upstands and Splashbacks

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









# 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 3939.













#### Axiom

Produced by Formica, this is one of the UK's leading brands and is available in both 4.1 metre and 3 metre lengths. It offers colour matched decorative laminate as sheet material for all decors and Döllken colour matched edging for the top 30 decors.



#### Prima

Prima is a range of Formica decorative laminate worksurfaces with decors to complement the Axiom range. It includes a number of true scale stone effects with textures that are fantastically realistic and visually impressive. Formica Prima is available in 4.1 metre, 3.6 metre and 2 metre lengths, depending on your choice of finish.

### Egger

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



### Spectra Curved Edge

Spectra Extra Slim

Spectra Extra-slim is a range of 12.5mm compact laminate worksurfaces. With a

stunning range of decors to choose from,

and a beautiful solid black core, this is a

worksurface solution without limits.

each with design enhancing surface textures

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



### TopShape

TopShape takes laminate worksurfaces to a new level. Each TopShape worksurface has matching decorative laminate on both its surface and rear. They are square edged with matching ABS and PP on all four edges.

These beautiful worksurfaces are available in 650mm and 900mm widths and both 40mm and 25mm thickness. The 25mm range can be used as gable ends, carcass framing, matching skirting or shelving.

### Tandem

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

Tandem has a collection of 30mm, 40mm and also 40mm square edge worksurfaces.













The ultra-hygienic and 100% waterproof qualities of solid surface make it the perfect material for food preparation. Our Dovetail range of solid wood worksurfaces satisfies the demand for the beauty of a natural product.

Their practical qualities are enhanced by a range of solid colour, stone effects and abstract decors, plus the realistic touch and feel of stone.

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

To see our full range of solid surface and real wood – worksurfaces, upstands and splashbacks or to request a sample, please call 0121 561 3939.

mirostone

staron



#### Dovetail

Dovetail is a range of solid wood worksurfaces produced from carefully selected staves to ensure a good consistency of colour and grain. We hold two species in stock: Oak and Beech. These worksurfaces are not oiled but are square cut and pre–sanded to a 180 grit finish.





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

# Sinks and Taps

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



#### Astracast

Astracast sinks, bowls and taps carry the hallmark of over 20 years of quality design, manufacture and performance. Astracast has a wide selection of materials available for all configurations of sinks and bowls, including stainless steel, granite-ROK<sup>®</sup>, ceramic, acrylic and polypropylene.





#### Solid Surface Sinks

Solid surface sinks have been designed to be seamlessly installed into solid surfaces such as Mirostone and Staron.

#### River

River sinks and bowls offer great value for money, mainly using stainless steel but also granite-ROK<sup>®</sup>, glass and ceramic. A range of taps complement the sinks and bowl range.







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#### 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, solid surface, granite-ROK®, ceramic, acrylic and polypropylene 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 3939.



# Quick-Step® Flooring

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



#### Quick-Step®

Quick-Step 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<sup>®</sup> vinyl and laminate ranges are produced by Unilin

Our range of Quick-Step laminate and Quick-Step Vinyl Livyn flooring gives you great choice and value for any interior space. Quick-Step flooring uses the unique Uniclic<sup>®</sup> 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 3939.





## Shower Panels and Bobrick Washroom Accessories

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



#### Mazan

A 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.



### 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.

#### 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.



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

Not only do they offer a fantastic range of decors, 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!

#### Wetwall

Wetwall is manufactured using high pressure decorative laminate on FSC accredited MR exterior MDF and D4 waterproofed adhesive. In addition to many fantastic decorative laminate decors



## Bobrick's range of superior stainless steel washroom accessories offer unbeatable quality.

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.

To see our full range of shower panels and Bobrick washroom accessories or to request a sample, please call 0121 561 3939.

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## B nuance Wetwall, MAZAN



12.2.1 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 executed the price paid for the Goots and/or Design Services. Site of the Substance of the Blackheath shall not be loss and on the Contract, shall in no executed the price paid for the Goots and/or Design Services. The Blackheath shall not be liable to the Lostemer to the lesser amount the Customer has limited its own liability to the own cluster has limited its own liability to 24.4 The terms implied by sectors 13 to 15 of the Sale of Goods Act 1979 and the terms implied by

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 permit by law, excluded from the Contract.

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with imm 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 demed unable to pay its debts or its meaning of section 123 of the Insolven-Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonal

Act 1960 of using an individual is userined nume induce to part is densis of as harving infortessolution prospect of as oding, in either case, within the meaning of section 263 of the insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; 13.2.1 the other party commences negliations with all our 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 of ther then (where a company) for the sole purposed a scheme for a solvent amagnation of that other party with one or more other companies or the solvent reconstruction of their date entert.

tother party; 1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection

13.1.3 apetiton is filed, anoticie 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 analgamation of the other party with one or more other companies or the solvent reconstruction of that other party.
13.1.4 he other party (being an individual) is the subject of a barkrupty petition or order;
13.3.5 as creditor or enumbrance of the other party attrictors or takes or passes on (*a* or adterss, execution, sequestration or other such process is levied or enforced on or suid against, the whole or any part of the assets and such attachment or process is not decharged 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 an andincistrator is given or an administrator or if an administrator is appointed over the other party being a company);

appointed when the assets 0 time outer 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 13.3. Bioincisivel:

substantially the whole of its business; 13.1.11 the other party's financial position deteriorates to such an extent that in Blackheath's opinior the Custome's capability to adequately fulfil its obligations under the Contract has been placed in

Jeopandy, or 13.1.2 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 write notice to the Costomer if the Customer fails to pay any amount due under this Contract on the due date for payment. 13.3 Without limiting is 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 reasonably believes that the Customer is about to become subject to any of them. 14 On terministion of the Contract or an oreason:

or Blackheah reasonably believes that the Customer is about to become subject to any of them. 13 40 nt eminiation 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 Deargic Services suppled 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 accurace of topics and emidees of the parties as at termination shall not be affected, including the right not claim dranages in respect of any breach of the Contract which existed at or before the date of termination are service; and

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

4. FUTURE interactions of this Contract, "Force Majeure Event" means an event beyond user reasonance, and rol of Blackheath including but not limited to strikes, lock-cuds or other industrial disputes (whether working the workforce of Blackheath or not other party), failure of a utility service or transport network, act workforce of Blackheath or not other party). Failure of a utility service or transport network, act workforce of Blackheath or not other party). Failure of a utility service or transport network, act workforce of Blackheath or not other party). Failure of a utility service or transport network, act workforce of Blackheath or other party. Failure of a utility service or transport network, act workforce of Blackheath or other party). Failure of a utility service or transport network, act workforce of Blackheath or other party. Failure of a utility service or transport network, act workforce of Blackheath or other party. Failure of a utility service or transport network, act workforce of Blackheath or other party. Failure of a utility service or transport network, act workforce of Blackheath or other party. Failure of a utility service or transport network, act workforce of Blackheath or other party act workforce or other party act workforce of Blackheath or other party act workforce or

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers

15. GENERAL 15:1 Assignment and other dealings. 15:1 Assignment and other dealings. 15:1 Assignment and other dealings. 15:1 Blackheath may at any of the 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 Outstomer 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.

To companies unler the contract. 15.2 Motices. 15.2 Not 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 setty prepaid inst-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 9.0 and not 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.

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

validity and enforceability of the rest of the Contract. 15.3 21 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 center possible, achieves the intended commercial result of the original provision. 15.4 Waiter, 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 right under the Contract or by whall constitute a waiver of dary the rest of the original provision. The Contract or by the value of that or any other right or remedy, on prevent or restrict its further exercise of that or any other inght or prevent, or restrict its further exercise of that or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

y partnership or joint venture between any of the parties, nor constitute either party the other party for any purpose. Neither party shall have authority to act as agent for,

ce its terms.

15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to

agent of another party for any purpose. Netter party shall have automoty 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 ten 15.7 Variation. Excert as set out in these Conditions. A 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 doub, any variation to a term of the Contract shall not affe the remaining terms of these Conditions.

the remaining terms of these contactus. 15.8 Governing Law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construct in accordance with the law of England and Wales. 15.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have

exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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regulation of arrecture, extremands of the customer as a result of any delay of 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 the right to terminate this Contract immediately by giving written notice to the Customer.

mages in biry; and

of God, war, riot, civil commotion, malicious dam

ns under the Contract.

8 (inclusive); ier party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or ie whole of its business:

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;

edies, each party may terminate the Contract with immediate

12.5 This clause 12 shall survive termination of the Contract. at without limiting its other rights or rem

13 TERMINATION

13.1.3 a pet

13.1.10 the off ally the wh

nd effect 14 FORCE MAJEURE

15.2 Notices.

in any legal action 15.3 Severance.

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#### Blackheath Products Limited Conditions of Sale ("Conditions")

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

#### 1. INTERPRETATION

n these Conditions, the following definitions apply: ckheath Products Limited registered in England and Wales with company Blackheath: number 597679. Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are onen for husiness.

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

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. Oustomer: the person or firm who purchases the Goods and/or Design Services from Blackheath. Deliverplacetion: 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 Services Specification for the Design Services provided in writin hw Blackheath. to the Outer

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 Custome

Interlectual 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 confidential in domain (including how-how), and all other intellectual grouperty rights, in each case whether registered and unregistered and including all applications and rights to apply for and be granulet, researable or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or rule shubs into or 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 overlead as the case may be

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having

1.2.1 a person includes a nutura preson, corporate or luincorporated usory (writerie or into intering separate legal person into the lawing separate legal person lift);
1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision in cludes any subordinate legislation made under that statute or statutory or statute or statutory and the statute or statutory provision includes any subordinate legislation made under that statute or statutory provision is a samended or re-enacted,
1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construct as illustrative and shall not limit the same of the words preceding those terms; and 1.2.5 a reference to written includes faxes and e-mails.

#### 2. BASIS OF CONTRACT

an offer by the Customer to purchase Goods and/or Design Services in

2. DAJO of CONTINUE
2. The Order constitutes an offer by the Customer to purchase Goods and/or Design Services in
accordance with these Conditions.
2.2.1 Buchcheath issuing written acceptance of the Order;
2.3.1 Buchcheath issuing written acceptance of the Order;
2.3.1 Buchcheath issuing written acceptance of the Order;
3.3.1 Buchcheath written order acceptance of the Order;
3.4.1 Buchcheath visited issuing written acceptance of the Order;
3.4.1 Buchcheath written acceptance of advertising issued by Blackheath and any descriptions
of the Goods of the Order;
3.5.1 The Contract of the eary contractual force;
3.6 Any custation uport bighcheath and any contract of the Coustoner acteves and the Galary;
4.5 Any total 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 custed of earling,
4.5 Any custation uports by Blackheath and in a suing total actors
4.5 Any custation uports by Blackheath and any constitue or the order of a days from its date of these.
7.7 Any typogenational, chercial or other error or moission in any sales Iterature, quotation, acceptance
7.5 Any Support Blackheath and the other terms or moission in any sales Iterature, and tation, acceptance
7.5 Any Support Blackheath and the other terms
5.5 Any custation acceptance, other err

2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance woice or other document or information issued by Blackheath shall be subject to correct of offer, in

of offer, invoice or other document or information issued by Blackheath shall be subject to correction without lability 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 in writing of Blackheath or the terms that the Customer shall chemnity 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 accellation. 2.9 The Customer shall comply with all applicable laws, statutes and regulations relating to

2.3 The customer state comply wint an approach game and state and regulations relating to anti-briever 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

e Goods are described in Blackheath's catalogue and website as modified by any applicable ods Specification 3.2 Blackheath reserves the right to amend the specification of the Goods if required by any applicable

#### 4. DELIVERY OF GOODS

ath shall ensure that

4.1 Blackheath shall ensure that: 4.1 glackheath shall ensure that: 4.1 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 quantify 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 request. Returns of packaging materials shall be at Blackheath sevenee.

at Blackheath's expense A: 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

paties inity agree ("Denergy Location") at any unite atter bidavitetani nounces the Customine intal 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 unadanging the Goods att 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. At 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 an other instructions that are released to the sumote of the Goods.

roce nagure txent 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, Ist Isability shall be limited to the costs and expresses incured by the Customer in obtaining replacement goods of similar description and quality in the chapset market analtable, less the price of the Goods. Blackheath shall have no liability of any failure to deliver the Goods to the exert that such failure is caused by a Force Najeure Ferrit, the Customer's failure to provide Blackheath with adequate delivery instructions for the Goods or any relevant instruction related to the sonk of the Goods.

c = encypy or in el CROME. 4. 6 if the Customer fails ha 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 Mejoure Event or by Blackheath's failure to comply with its obligations under the Contract in respect of the Goods:

e doous. y of the Goods shall be deemed to have been completed at 9,00am on the third Business 4.0.1 deniery of the dougs shall be deen to have been completed at stocart on the time basics 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

4. /I throw lissiness Upy atter blackheath notified the Ustsmer that the Goods were ready for deir the Customer than the Castomer than the Castomer than the Customer Castomer Casto

Instalment shall not entitle the Customer to cancel any other instalment. 5.0 (WALLTY OF GOODS) 5.1 Where Blackheath is not the manufacturer of the Goods, Blackheath shall endeavour to transfer to the Customer the hearfil of any varranty or guarantee given to Blackheath. 5.2 Blackheath warrants that on delivery the Goods shall: 5.21 conform in all material respects with their description and any applicable Goods Specification; 5.2.2 Lot enter inorm material defects in design, material and workmanship.

5.2.2.be there from material detects in design, material and workmanship.
5.3.2 solupiet to dause 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;
5.2.2 Blackheath is given a reasonable opportunity of examining such Goods; and 5.3.3 the Customer (if asked to do so by Biackheath) returns such Goods and any strapping or packaging to Blackheath's place of business at the Blackheath's osal, Blackheath shall, and its option, repair or replace the detective 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

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 tailed to follow Biackheath'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 Biackheath following any drawing, design or Goods Specification sapplied by the Customer; 5.4 dub or there are:

S.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

5.3.5 If the the conditions;
5.5 If 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;
5.7 If the Goods comply with the tolerance margins adopted by the manufacturer of the Goods.
5.5 Except as provided in this clauses; Blackheath shall have no lability 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 ath under clause 5.3.

#### 6. TITLE AND RISK

6. TTLE AND RISK 6. TTLE 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 till to the Goods shall pass at the time of payment of all such sums 6.3 Until till to the Goods has passed to the Customer shall: 6.3.1 store the Goods separately from all other goods held by the Customer shall: 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily intertifiable as Bichearths "corner".

liable as Blackheath's property;

identifiable as Blackheath's property; 6.3.2 not remove, deface 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 defavery; 6.3.4 notify Blackheath immediately if it becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.1; and 6.3.5 upper 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: 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

#### 7. SUPPLY OF DESIGN SERVICES

sion Services to the Customer in accordance with the Desion Service ification in all material respects.

Specification in all material respects. 7.2 Blackheth 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 Blackheth 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 Blackheth shall notify the Customer in any such event. 7.4 Blackheth warrants to the Customer that the Design Services will be provided using reasonable mers and whilt. 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

In black and accurate; 12 co-operate with Blackheath in all matters relating to the Design Services; 3 provide Blackheath with such information and measurements as Blackheath may reasonably require to phy the Design Services; and ensure that such information is accurate in all

8.1.4 provide Blackheath with its written acceptance of the design arising from the Design Services

8.1.4 provide Biackheath with its written acceptance of the design arsing from the Design Services before any work commences on the manufacture of Goods that design. 8.2.1 Biackheath's performance of any of its obligations in respect of the Design Services is prevented or designed by any act or or isosism by the Outsomer or failure by the Customer to perform any relevant obligation ("Customer Default"): 8.2.1 Biackheath shall without limiting its other rights or remedies have the right to suspend performance of the Design Services will be Customer remedies the Customer Default or rely on the Customer Default to releve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Biocheath a performance of any of its obligations is the extent the Customer Default prevents or delays Biocheath's performance of any of its obligations as the unit in the Customer Default for Biocheath's Biocheath's performance of any of its obligations as the customer the dust from Biocheath's Biaure or delay to perform any of its obligations as exclusioner Default from Biocheath's Biaure or delay to perform any of its obligations as et out in this cusue 8.2, and 8.2,

9. CHARGES AND PAYMENT

on Services shall be the price set out in the Order or 1.1 The price for Goods and Design Services shall be the price set out in the Order or, if no vrice 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

of the Goods. 2.2 Blackhealt 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 duites, and increases in blackmeath, 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 Sneetingtion.

taxes and duties, and increase 9.2.2 any request by the Custo or the Goods Specification; or

9.2.2 any request by the Lussomer to change the enviry date(s), quantities of types of todoos ordered or the Goods Specification; or 9.2.3 any delay caused by any instructions of the Customer in respect of the Goods, so that the Goods or failure of the Lustomer is instructions. In respect of Backheatt adequate or accurate information or instructions in respect of the Goods. 9.3 in respect of EachAeatt adequate or accurate information or instructions in respect of the Goods. 9.3 in respect of EachAeatt adequate orders and 9.3.2 in the case of account Customers at the time of order, and 9.4.2 in full and in cleared funds to the Customers in grant explored the Customer 3.4.2 in the case of account Customers, at any time after completion of delivery. 9.4.1 lusics deniver agreed nivering. The Customer shall be preventioned by Backheatth, and 9.4.2 in full and in cleared funds to a back account normated in writing by Backheatth, and time for payment shall be of the essence of thoc Russech shall be entited to request payment up front at the time of order or delivery, at its discription, including without limitation where the Customer is a trade counter or account customer.

accoint customice. 36 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAIT"). Where any taxable supply for VAT purposes inde under the Contract by Blackheath to the Customer shall not necepit of a valid VAT invoice from Blackheath, pay to Blackheath such additional amounts in respect of VAT as are chargeable to 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. 9.71 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 annua above the Bank of England's base rate from time to time. Such interest shall accure on a daily basis from the due date until actual payment of the overdue amount, above the shark of England's base rate from time to time. Such interest shall accure on a daily basis from the due date until actual payment of the overdue amount. 9.8 The Customer shall pay all mounts due under the Custart 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 diving to by the Customer. 10 INTEL IECTUAL PROFERTY RIGHTS 9.6 All amounts pavable by the Customer under the Contract are exclusive of amounts in respect of

11. COMFIGENTIALITY Apartly "receiving party" shall keep in strict confidence all technical or commercial know-how, Apartly "receiving party", shall keep in strict confidence all technical or commercial know-how, Apartly "receiving party" by the other party "disclosing party", its employees, agents or subcontractors, and any other confidential information concerning the disclosing party is ballens, its products and design services which the receiving party sould party is ball only disclose such confidential information concerning the disclosing party is ball only disclose such confidential information concerning the disclosing term of the disclorators who need to know if or the purpose of discharging the receiving party is obligations used 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 also disclose such of the disclose party's confidential information as is regirted to be disclosed by law, any governmental ar regulatory authority or by a court of completent jurisdicion. This clause 11 shall survive termination of the Contract.

12.1 Nothing in these Conditions shall limit or exclude Blackheath's liability for: 12.1.1 death or personal injury

used by its negligence, or the negligence of its employees, agents or subcontractors

### any amount payable by Blackheam 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

12. LIMITATION OF LIABILITY: THE CUSTOMER'S Attention is particularly drawn to this clause

12.1.2 fraud or fraudulent misrepresentation. 12.2 Subject to clause 12.1:

11. CONFIDENTIALITY

Find us on



# blackheath�

**Blackheath Products Limited** 

Units 1-4 Fairfield Park, Halesowen, West Midlands B62 9JL

www.blackheathproducts.co.uk

#### **Decorative Panels**

Telephone. 0121 561 3939 FreeFax. 0800 634 0114 Email. panels@blackheathproducts.co.uk

#### **Kitchen Products**

Telephone. 0121 561 4245 FreeFax. 0800 634 0113 Email. sales@blackheathproducts.co.uk