



Terms & Conditions

BUSINESS CUSTOMERS

- 1 You are classified as a business customer and have indicated to us that the goods supplied by us will be used in the course of your business.

PRICE

- 1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 2 Our quotations lapse after 30 days (unless otherwise stated).
- 3 The price quoted includes delivery (unless next day delivery is requested or unless otherwise stated).
- 4 Unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- 5 Rates of tax and duties on the goods will be those applying at the time of delivery.
- 6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying and/or installing the goods.
- 7 Unless a specified length or quantity is requested and accepted when the order is placed, we reserve the right to make up the quantities ordered in reasonable lengths or quantities.

- 8 You acknowledge and agree that the price and any amounts payable to us pursuant to any clause of these terms and conditions and the relevant order to which they relate shall at no time be subject to any payment condition or retention of payment (whether or not such a retention is a custom and practice of the industry or may have been agreed previously through any course of business or you attempt to introduce such a terms at a later date) not set out in these terms and condition and all such amounts payable are payable in full pursuant to these terms and conditions.

DELIVERY

- 1 All delivery times quoted are estimates only and the time of delivery is not of the essence.
- 2 Delivery shall take place on the completion of unloading the goods at the delivery destination as agreed.
- 3 If we fail to deliver within a reasonable time after the quoted delivery time, you may (by informing us in writing) cancel the contract, however:
 - 3.1. you may not cancel if we receive your notice after the goods have been dispatched; and
 - 3.2. if you cancel the contract, you can have no further claim against us under that contract.

- 4 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 5 We may deliver the goods in instalments. Each instalment is treated as a separate contract.
- 6 We may decline to deliver if:
 - 6.1. we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
 - 6.2. the premises (or the access to them) are unsuitable for our vehicle.
- 7 If our performance or obligations under this section is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the our failure or delay to perform any of its obligations as set out in this clause 3 and you shall reimburse us on written demand for any costs or losses sustained or incurred us arising directly or indirectly from the Customer Default. We shall retain the right to suspend supply or services until you have resolved to the Customer Default to our reasonable satisfaction.



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INSTALLATION

- 1 We will install the goods in accordance with the specification (as may be amended between you and us from time to time) and/or estimate provided with these terms and conditions. Such installation service timings and dates shall be estimates only and time shall not be of the essence for the performance of the installation services.
- 2 During the course of the installation there will be some disturbance and dust. You are advised to clear any area where installation is to take place and provide access to it before our installers arrive. We cannot accept responsibility for damage to any items left in the room in which we are working. We may ask you to remove items from the site to allow installation, it will be your responsibility (at your own cost) to refit/reconnect any such items following the completion of installation.
- 3 We must have access to a standard electricity and hot and cold water supply.
- 4 It may not be possible for our installer to detect any structural instability or defect in the property in which we are to install goods. We will not be liable for any damage resulting from existing structural or other defects in the property in which we are to install goods.

- 5 If structural problems are discovered to exist you must still pay the price in full even if we are not able to complete the installation in the way envisaged. If we have to alter the installation because of structural problems an additional charge may be made.
- 6 You must ensure that all necessary licenses, permissions and consents are obtained to allow the installation services to be carried out by us.
- 7 You must be compliant with all applicable laws including health and safety laws on any site on which we carry out the installation services.
- 8 We reserve the right to amend the installation if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the installation, and we shall notify you in any such event.
- 9 If our performance or obligations under this section is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the our failure or delay to perform any of its obligations as set out in this clause 4 and you shall reimburse us on written demand for any costs or losses sustained or incurred us arising

directly or indirectly from the Customer Default. We shall retain the right to suspend supply or services until you have resolved to the Customer Default to our reasonable satisfaction.

RISK

- 1 The goods are at your risk from the time of delivery.
- 2 Delivery takes place either:
 - 2.1. at our premises (if you are collecting them or arranging carriage); or
 - 2.2. at your premises or address specified by you (if we are arranging carriage).
- 3 You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within seven days of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

PAYMENT TERMS

- 1 You are to pay us in cash or in cleared funds on delivery, unless you have an approved credit account.
- 2 If you have an approved credit account, payment is due no later than 30 days after the date of our invoice (unless otherwise agreed in writing) but it may be less dependent on the terms for payment for approved credit accounts detailed within any specific estimate, quotation or



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- trading agreement (whether rolling/continuous or otherwise) (Trading Terms). You should review any such additional Trading Terms each time they are issued by us in respect of the due date for payment if you are an approved credit account holder.
- 3 If you fail to pay us in full on the due date we may:
- 3.1. suspend or cancel future deliveries;
 - 3.2. cancel any discount offered to you;
 - 3.3. charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998;
 - calculated (on a daily basis) from the date of our invoice until payment; and
 - before and after any judgment (unless a court orders otherwise).
- 4 If you have an approved credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may take any of these actions at any time and without notice.
- 5 You do not have the right to set off any money you may claim from us against anything you may owe us.
- 6 While you owe money to us, we have a right to keep any property we may hold of yours until you have paid us in full (a lien).
- 7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including finance costs, legal costs on a full indemnity basis and the costs of instructing a debt collection agency to recover a debt due to us if any) following any breach by you of any of your obligations under these terms.
- ## TITLE
- 1 Until you pay all debts you may owe us:
- 1.1. all goods supplied and/or installed by us remain our property;
 - 1.2. you must store them (prior to installation) so that they are clearly identifiable as our property;
 - 1.3. you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
 - 1.4. you may use those goods and sell them in the ordinary course of your business, but not if:
 - a. we revoke that right (by informing you in writing); or
 - b. you become insolvent or are subject to an insolvency event.
- 2 You must inform us (in writing) immediately if you become insolvent, cannot pay your debts as they fall due or experience an insolvency event.
- 3 If your right to use and sell the goods ends you must allow us to remove the goods.
- 4 We have your permission to enter any premises where the goods may be stored:
- 4.1. at any time, to inspect them; and
 - 4.2. after your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 5 Despite our retention of title to the goods we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 6 You are not our agent. You have no authority to make any contract on our behalf or in our name.
- ## WARRANTIES
- 1 We warrant that the goods:
- 1.1. comply with their description on our acknowledgement of order form; and
 - 1.2. are free from material defect at the time of delivery (as long as you comply with clause 7.4).
- 2 We give no other warranty (and exclude any warranty, term or



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- condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- 3 If you believe that we have delivered and/or installed goods which are defective in material or workmanship, you must:
- 3.1. inform us (in writing), with full details, as soon as possible; and
 - 3.2. allow us to investigate (we may need access to your premises and product samples).
- 4 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 7.4) in full, we will (at our option) repair the goods, replace the goods or refund the price.
- 5 We are not liable for any other loss or damage arising from the contract or the supply and/or installation of goods or their use, even if we are negligent, including (as examples only):
- direct financial loss, loss of profits or loss of use; and
 - indirect or consequential loss.
- 6 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £5,000,000.
- 7 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.
- Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
 - Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

SPECIFICATION

- 1 If we prepare the goods in accordance with your specifications or instructions you must ensure that:
- the specifications or instructions are accurate;
 - goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
 - your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
- 2 We reserve the right; 2.1. to make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and

- 2.2. to make without notice any minor modifications in our specifications we think necessary or desirable.

RETURN OF GOODS

- 1 We will accept the return of goods from you only:
- 1.1. by our prior agreement (confirmed in writing);
 - on payment of an agreed handling charge (unless the goods were defective when delivered) and
 - where the goods are as fit for sale on their return as they were on delivery.

CANCELLATION

- 1 You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 11.2 then apply).
- 2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- 3 We may suspend or cancel the order, by written notice if:
- 3.1. you fail to pay us any money when due (under the order or otherwise);
 - 3.2. you become insolvent;
 - 3.3. you fail to honour your obligations under these terms.



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WAIVER AND VARIATIONS

- 1 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
- 2 In the event that you wish to vary the terms of your order, and subject to our written approval to such variation, we shall reserve the right to charge such additional fees as may be required to implement the adjusted order.
- 3 No waiver by us of any breach of the contract by you, shall be considered as a waiver of any subsequent breach of the same or any other provision.

FORCE MAJEURE

- 1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.
- 2 Examples of those circumstances include act of God, accident, explosion, war (declared, undeclared, actual or preparations for war), terrorism (actual or threatened), fire, flood, storms, subsidence, transport delays, strikes and other industrial disputes, epidemics and pandemics and difficulty in obtaining supplies.

GENERAL

- 1 English law is applicable to any contract made under these terms. The English courts have non-exclusive jurisdiction.
- 2 If you are more than one person or entity, each of person or entity has joint and several obligations under these terms.
- 3 If any of these terms are unenforceable as drafted:
 - 3.1 it will not affect the enforceability of any other of these terms; and
 - 3.2 if it would be enforceable if amended, it will be treated as so amended.
- 4 We may treat you as insolvent if:
 - 4.1. you are unable to pay your debts as they fall due; or
 - 4.2. you (or any item of your property) become the subject of:
 - a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
 - b. any application or proposal for any formal insolvency procedure; or
 - c. any application, procedure or proposal overseas with similar effect or purpose.

- 14.3 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

- 5 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.
- 6 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 7 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
 - 7.1. contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
 - 7.2. which expressly state that you may rely on them when entering into the contract.
- 8 Please note that we may transfer personal information about you to those that we may appoint to administer your account or recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.