



1. GENERAL

- 1.1. All agreements (each an “**Agreement**”) for the supply of goods (“**Goods**”) by V4 Woodflooring Limited (the “**Company**”) to the buyer (“**Buyer**”) will be subject to these terms and conditions (“**Terms and Conditions**”, or “**Ts&Cs**”); these Terms and Conditions shall apply to any and all Agreements, to the exclusion of Buyer's own terms and conditions or any previous agreements or understandings made between Company and Buyer.
- 1.2. Each Agreement between Company and Buyer comprises: (a) an order form or other written contract (“**Order Form**”) signed by both parties, specifying Goods ordered and their price, together with (b) these Ts&Cs; together with (c) Company's privacy and cookies policy and website terms and conditions and any other legal notices that Company may add to from time to time and bring to Buyer's notice, all of which Buyer may access via Company's website <https://www.v4woodflooring.co.uk> (“**Website**”).
- 1.3. Buyer acknowledges that it each Agreement is a business-to-business sale and by placing an order for goods Buyer is making a contract other than as a consumer.
- 1.4. In the event that the Website contains any element to which the user is unwilling to accept or agree to then the user must immediately cease to use the Website.

2. GOODS

- 2.1. Company reserves the right to amend the description or specification of any Goods if it is required to do so by any statutory or regulatory requirements
- 2.2. Where necessary Company reserves the right to supply alternative Goods that match as closely possible the original Goods ordered by Buyer. In such circumstances, Company shall (a) supply Buyer with as much notice as possible of the intended substitution and (b) grant Buyer the option to accept the alternative Goods or else cancel the order.
- 2.3. Particular Goods that may benefit from a manufacturer's guarantee and the terms and conditions of any such manufacturer's guarantee will be made known to Buyer at the time the order is accepted. Buyer will in such instances have the benefit of such manufacturer's guarantee on the terms and conditions stipulated by the manufacturer.
- 2.4. It shall be the entire responsibility of Buyer to evaluate and determine whether the Goods are fit for their purpose generally whether or not they are to be used for any particular or special purpose and whether the Goods are suitable for such particular or special purpose or for installation in any particular location, place or situation. Buyer acknowledges that Company is only a seller of the Goods and nothing in these Ts&Cs may be taken to be any warranty or representation that Company has provided installation advice or any bespoke design service (save where agreed otherwise in accordance with clause 9) upon which Buyer may rely.
- 2.5. It is acknowledged by Buyer that Buyer (and Buyer's customer) shall be responsible for ensuring that the Goods are properly maintained including but not limited to (a) installation methods and suitable evaluated environmental



conditions accord with the British Standards Institute's Code of Practice for Installation of Flooring of Wood and Wood Based Panels (BS 8201, 2011) as revised or amended from time to time; (b) providing adequate protection of the Goods against damage (including but not limited to cuts, dents, scratches, discolouration and scuff marks) by using, as appropriate, sanding, sealing or furniture protection products in accordance with the manufacturers' instructions or guidance or Company's guidance or Buyer's own reasonable guidance: and (c) the development and implementation of a reasonable care and maintenance schedule making use of appropriate materials and techniques in accordance with this clause.

- 2.6. On Buyer's request, Company at its sole discretion may offer training in relation to the installation of the Goods on condition that Buyer requesting such training has (a) previously purchased Goods from Company and (b) has demonstrable previous experience in the installation of wood floors and (c) accepts to the charges with respect to such training offered by Company to Buyer.
- 2.7. All timber and timber products provided by Company comply with any UK legislation that derives from or re-enacts or replaces Regulation 995/2010/EU and Company exercises reasonable and proportionate due diligence procedures to ensure that all timber and timber products incorporated within the Goods has been legally harvested in accordance with legislation prevailing in the UK as well as locally in the country of origin.

3. DISCLAIMERS AND ACKNOWLEDGEMENTS

- 3.1. Company uses all reasonable efforts to ensure that Goods depicted or described on the Website or written literature or in any Order Form, specification or quotation are shown as accurately as possible, but all sizes, colours, weights, capacities, dimensions or textures of the Goods indicated in any of the foregoing are approximate only. Buyer acknowledges that it must take its own steps to evaluate all or any of the foregoing items.
- 3.2. Buyer acknowledges and accepts that due to the inherent nature of the Goods, the moisture content and the tongue and groove profiles may vary from batch to batch and the colour, consistency and texture of the Goods may vary from any sample (colour and consistency being capable of change as a result of normal usage and exposure to atmosphere and sunlight).
- 3.3. Company shall not be responsible for laying or installation of the Goods and shall have no liability whatsoever to Buyer or Buyer's customer or to any other party for any damage to the Goods themselves or to any property whether real or personal of any third party. In the event that Company provides any guidance, advice or suggestions with respect to the installation of the Goods, these are intended as general guidance only and Buyer is solely responsible to ensure that any such guidance may be related to the relevant location or environment in which the Goods are installed and for ensuring that the installation is carried out by properly trained, experienced and appropriately skilled professionals.

4. PRICES

- 4.1. The price of the Goods shall be as quoted by Company in writing or if no price is quoted, the price set out in Company's published price list prevailing at the time of the order.



- 4.2. Company will only offer standard rate prices to all first-time Buyers.
- 4.3. Notwithstanding the provisions of clause 4.2 above, after the passing of 4 months following commencement of a commercial relationship with Buyer, Company may give discretionary preferential rates of pricing to that Buyer where the volume and frequency of that Buyer's orders can be estimated objectively to justify such a preferential rate on account of that Buyer's good level of turnover with Company.
- 4.4. Without prejudice to clause 4.3, Company reserves the right to return the supply prices to the standard rate that applied at entry level if Buyer's turnover with Company drops and thus no longer meets appropriate levels of turnover to justify the preferential rates.
- 4.5. Differential pricing may apply to certain areas that are remote from any of Company's hubs. Company will advise Buyer when orders for Goods are placed.

Company reserves the right to vary quoted prices on giving reasonable notice to Buyer to take account of changes in manufacturing costs such as raw materials and labour or other costs which may arise due to factors beyond Company's control after completion of the Order Form but before delivery ("**Delivery**") such costs being inclusive of but not limited to foreign exchange fluctuations, taxes, tariffs, duties and customs charges, or any request by Buyer to change any Delivery date or quantity or type of Goods ordered or any delay caused by instructions of Buyer or Buyer's failure to provide Company with adequate information or necessary instructions.

- 4.6. A new price list is issued periodically, but Company reserves the right to alter prices/specifications without notice.
- 4.7. The price of the Goods is exclusive of the costs of packaging, insurance, loading, unloading, transport and Delivery which shall be invoiced to Buyer. Delivery charges are published on the Website or are as notified by Company to Buyer.
- 4.8. All prices are subject to VAT (unless otherwise stated). Buyer shall on receipt of a valid VAT invoice from Company, pay Company such additional amounts in respect of VAT due on the Goods.

5. **DELIVERY**

- 5.1. Subject to clause 4.5, Company adopts the following charging policy regarding Delivery of Goods:
- i) For orders exceeding £500 (excluding VAT) Delivery is free to England and Wales but will be chargeable if delivery is to be made to Scotland or any islands;
 - ii) All orders below £500 (excluding VAT) or to places outside mainland England and Wales will be subject to the Delivery charges set out in Company's current price list;
 - iii) All orders less than £250 (excluding VAT) shall be charged the actual cost of delivery, reflecting objectively the extra time, depreciation, fuel, etc. incurred.



- iv) For all orders to be delivered to addresses which are not on the usual route or run of Company's frequent customers, the charge will reflect objectively the extra time, depreciation, fuel, etc. incurred.
 - v) Where Goods are delivered on Company's own transport, the charges will be as per clause 5.1(i) to (iv) above, but where Goods are delivered by carriers / couriers appointed by Company, the standard third party delivery charge is £60.
- 5.2. All Goods are offered subject to not being sold on receipt of order, but on the basis of the sale being effected on acceptance by Company of the order. Buyer shall not be entitled to cancel any order following acceptance of such order by Company in accordance with this clause.
- 5.3. Company will not be liable for any loss, damage or expense of whatsoever nature and howsoever caused arising out of the failure of Company (whether due to non-Delivery, late Delivery, or otherwise) to fulfil and contract with Buyer, unless such loss, or damage, or expense arises as a result of any neglect or omission by Company alone.
- 5.4. Without prejudice to the generality of the provisions of clause 5.3 above, Company will not entertain any claim for non-Delivery unless written notification of non-receipt is received by Company within 7 (seven) days of the date of the sending of Goods by Company.
- 5.5. In the event that Company accepts return of Goods ordered incorrectly by Buyer, Company may, at its unfettered discretion, make a reasonable charge for all expenses incurred as a result of Company thus accepting the return and Buyer will pay such charge.
- 5.6. Unless otherwise expressly agreed, time for Delivery of Goods shall not be of the essence; Buyer shall not be entitled to cancel the order for late Delivery or non-Delivery, unless at the date of the order for Goods Buyer had given Company notice in writing of Buyer's intention so to cancel in the event that Goods were not delivered within the period proposed by Company for Delivery.
- 5.7. Company shall have no liability to Buyer for any failure or delay in Delivery where such failure is caused by Buyer's own failure or delay in collecting the Goods (if collection has been previously agreed between the parties) or if Buyer has failed to provide Company with a correct or accurate address for Delivery.
- 5.8. If Buyer fails or delays to take Delivery of the Goods (or fails or delays to collect them if collection has been arranged), save where the failure or delay has been wholly caused by Company's own failure to comply with its obligations under the relevant Agreement, Delivery shall be deemed to have taken place at 0900 on the agreed Delivery date and risk and responsibility for the Goods shall pass to Buyer at that time on such deemed date. Until Delivery takes place, Company shall store the Goods at the cost and expense (including but limited to storage charges and insurance) of Buyer. If Buyer fails to accept Delivery within 4 weeks of the Delivery date, Company may resell to any third party or otherwise dispose of the Goods without liability to Buyer.
- 5.9. Buyer may not reject the Goods if Company delivers the Goods with a +/- 5% excess/shortfall with respect to the quantity of Goods items ordered



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- 5.10. Company may deliver Goods by instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate Agreement. Any delay, defect or shortfall in any instalment shall not entitle Buyer to reject any other instalment.
- 5.11. The type and quantity of Goods recorded by Company for despatch to Buyer shall be conclusive of the type and quantity of Goods delivered to Buyer save that Buyer is solely responsible that the Goods are correctly as ordered before laying installing them.
- 5.12. Company in its sole discretion may allow Buyer to return the Goods after Delivery on condition (a) that the Goods have not been removed from their packaging or have been in any way modified, altered, installed or otherwise reduced to a condition whereby they are not saleable in the reasonable opinion of Company; (b) the Goods are not Bespoke Goods as defined in clause 9; (c) the Goods are returned at Buyer's cost and expense within 30 days of the date of Delivery; and (d) Buyer pays to Company a re-stocking fee, of 20% of the total price of the Goods returned.
- 5.13. By further agreement between the parties, there may be circumstances where Company may affect Delivery to countries outside the UK ("**Overseas Export Locations**") but such agreement shall only be made at Company's sole discretion and where there are no legal or export restrictions at the relevant Overseas Export Location. If Company agrees with Buyer that it is able to deliver to an address in any particular Overseas Export Location, Buyer shall be responsible for payment of all taxes, charges, import and customs duties regardless of their amount (which Buyer shall ascertain and advise to Company) and, where requested by Company, shall make, or provide funds to Company in full to make such payments in advance. In any event, Buyer shall be responsible for compliance with all applicable laws and regulations relevant to the import, Delivery and use of the Goods in the relevant Overseas Export Location and indemnifies Company against breach of any such laws or regulations.
- 5.14. Under no circumstances whatsoever shall Company's liability under an Agreement exceed the invoice price of the particular Goods forming the subject of the claim, except in so far as Buyer, prior to the conclusion of such Agreement, has given to Company notice in writing of any factors showing clearly that such liability would exceed the invoice price and provided also that Company had accepted this in writing.
- 5.15. Delivery in the UK shall be made as follows:-
- i) Delivery is "kerbside", thus Buyer (or end--customer of Goods or other third party as appropriate) is responsible for moving Goods from the "kerbside" into the end--customer's property where the Goods will be installed.
 - ii) For the avoidance of doubt, the responsibility of Buyer extends also to arranging to have Goods brought up any stairs, whether leading to and / or inside the end-customer's property; Company may be able to provide assistance in this regard, but Company is not obliged so to do and the risk assessment in each case is at the sole and ultimate discretion of Company's driver or courier.
 - iii) As deliveries are made by a single driver; such driver will often require assistance to unload large and/or heavy items of Goods; therefore, in the event that such assistance will not be available, Buyer is required to specify this unavailability at the time of placing the order for Goods, in which event Company may require to levy an additional charge for providing the driver with necessary assistance.



- iv) In relation to any of the foregoing circumstances, subject to clause 5.8(iii) and for avoidance of doubt, Buyer must ensure that adequate assistance, equipment and personnel are available to unload and move the Goods following Delivery.

6. CLOSURE OF ACCOUNTS AND REFUSAL TO SUPPLY

- 6.1. Company reserves the right to close an account or to refuse to supply a Buyer where any of the following apply (though the list is not necessarily exhaustive):
 - i) Where Buyer's business is consistently seen to be unreliable;
 - ii) If the cost of delivery would be excessive;
 - iii) In the event that Buyer's presentation of the Goods is incompatible with their reputation, or quality or with reputation of Company;
 - iv) Where there is a material dispute between Company and Buyer;
 - v) If Buyer, without Company's authorisation, alters or modifies the Goods;
 - vi) Where the quantity ordered by Buyer is considered by Company to be insignificant; and
 - vii) For the reason specified in clause 8;
- 6.2. For the avoidance of doubt, Company will never close an account or refuse to supply on grounds that are unfair, or improper, or which cannot be justified.

7. COMPANY'S INTELLECTUAL PROPERTY

- 7.1. Company is the exclusive owner or licensee of all its Intellectual Property ("**IP**") rights as IP is defined in clause 7.4.
- 7.2. No person or entity other than Company may use the IP without the express, written permission of Company.
- 7.3. The permission referred to in clause 7.2 is granted only by way of the licence ("**Licence**") to Buyer on the terms set out in clause 8.
- 7.4. IP includes (but will not necessarily be limited to) the following rights vesting in Company or any of its licensors: patents, utility models, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow and trade secrets), 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 where any of the foregoing IP subsists in Company's photos (whether of our Goods, or of other subjects); Company's data (by way of example, but not necessarily exclusively, its Goods' product codes); content Company has created (accessible in Website, its catalogues and any other 'fixed' media); formats created by Company and set down in Website, catalogues, other



media / communications; Company's databases; and IP's contents and formats protected by laws around the World governing copyright / database rights.

7.5. Company takes the protection of its IP very seriously and will assertively pursue any breaches, infringements or other unauthorised use of such IP.

8. LIMITED LICENCE TO USE COMPANY IP

8.1. This clause 8 comprises a non-exclusive worldwide, royalty-free, non-sublicensable licence for the duration set out in clause 8.4 granted by Company to Buyer; by this Licence, Company makes available to Buyer properties inclusive of any Company logo, brand or range name or photographs of Goods which are protected by the IP as defined above for use by Buyer only as set out in this clause 8.

8.2. For the avoidance of doubt, the same terms of this Licence apply to all of Company's Buyers who are granted such a Licence.

8.3. No person or entity other than Company may use the IP of Company without the express, written permission of Company, which permission is granted only by way of this Licence.

As consideration for the right to use the IP under this Licence, Buyer must make reasonable orders of Goods from Company, on a regular basis ("**Commercially Reasonable Orders**", as defined below in clause 6.6 what will be regarded by Company as Commercially Reasonable Orders will be an objective calculation, based on:

- i) the amount by which Buyer's total purchases of Goods have dropped in any 4-month period; **and also**
- ii) whether Buyer has purchased any Goods during any 4-month period.

8.4. This Licence endures for consecutive periods of 1 (one) year until / unless terminated by Company, at its sole discretion, for any of the following reasons: (a) on written notice of 1 (one) month; (b) if Company elects to cease to supply Goods to Buyer as provided for under the Ts&Cs, including the provisions of this Licence; (c) due to any unauthorised use of Company's IP; or (d) If Buyer is deemed by Company not to have placed Commercially Reasonable Orders, Company may, at its unfettered discretion, terminate the Licence, with immediate effect.

8.5. If this Licence is terminated, the following will apply: (a) no items of IP may be reproduced in whole or part; (b) no part of IP may be used for commercial or database purposes; (c) no part of IP's contents / formats may be stored in any form (whether in a public or private directory or any other system); and (iv) no part of IP's contents or formats may be distributed, whether by paper copy, email, other electronic methods, or by any other means.

8.6. The following are fundamental conditions of the grant of this Licence: (a) Company reserves the right, upon written request by Company, at any time or times during the currency of this Licence, to require Buyer to provide copies of documentation sent by Buyer to Buyer's customers regarding Goods where such documentation includes any item or items of Company's IP ; (b) Buyer agrees that in the event that Company informs Buyer that any or all of the IP is no longer to be used by Buyer, or if Buyer fails to provide copy invoices under clause **8.6(a)** above of this Licence,



then Buyer will cease usage of Company's IP immediately; and (c) a credit to "V4 Woodflooring Limited" and Company's brand or range name must be supplied next to any IP image used by Buyer.

- 8.7. Where Company's IP is used on Buyer's website, Buyer must use a hyperlink to Company's website (www.v4woodflooring.co.uk).
- 8.8. Where Company's brand or range names are used, all images must be "ALT Tagged" (i.e. an image description) and "Anchor Texted" with V4 Wood Flooring Ltd (giving relevant range's full name) and a link to Company's website.
- 8.9. Buyer may crop an image, but may not otherwise change it; where Buyer crops the image, Buyer still must include the "V4 Wood Flooring Limited reference" next to it, as described in clause 8.8.
- 8.10. Images of Goods may only be shown in any digital or other advertising formats, media or presentations of Buyer on condition that they appear in conjunction with Company's brand or range name or other identification of Goods as originating with Company. Any use of images of Goods without Company branding or with branding attributable to Buyer or any third party may result in: (a) the cessation by Company of the supply of Goods to Buyer; and/or (b) termination by Company of this Licence.
- 8.11. Buyer grants to Company a non-exclusive, UK-wide, royalty-free licence for the duration set out in clause 8.4 under the Buyer's IP to enable Company to show Buyer's name and address and photographs or other images of Buyer's retail premises or showroom on the Website or any website or other promotional material of Company.
- 8.12. Any unauthorised use of Company's IP may result in: ai) the cessation by Company of the supply of Goods to Buyer; and / or (b) termination by Company of this Licence; and / or (c) legal action being brought by Company with remedies claimed to include injunctive or other equitable relief, damages or account of profits and legal costs.
- 8.13. If Buyer wishes to be added to Company's list of retailers on Company's store locator, Buyer must contact Company at team@v4woodflooring.co.uk and must provide Buyer's company details; if all Company's criteria have been met, Company will contact Buyer to confirm inclusion.
- 8.14. It shall be a condition of this Licence that Buyer shall not show or provide a link to any price indication for any Goods on any website or in other publicly available advertising formats, media or presentations, but nothing in this condition shall prohibit Buyer from communicating the price of any Goods directly and individually to its customers or prospective customers.

9. SPECIAL ORDERS: BESPOKE GOODS

This clause 9 applies to special orders accepted by Company for special orders for custom-made or bespoke Goods made to Buyer's own specification ("**Bespoke Goods**").

A non-refundable deposit payment of 50% of the quoted price of the Bespoke Goods shall be made by Buyer to Company at the time that the order is accepted by Company. Company may invoice Buyer for the balance at any



time following signature of the Order Form and, save as otherwise agreed between the parties in writing, full payment for Bespoke Goods must be made to Company in full and cleared funds to a bank account nominated by Company within 30 days of the date of the invoice before the Bespoke Goods are despatched or made available for Buyer to collect. For avoidance of doubt the deposit payment is non-returnable and in the event that Buyer purports to cancel the order or fails for any reason to accept delivery of, or collect the Bespoke Goods, the balance of the price will remain payable to Company (save that while Company is under no obligation to accept any Bespoke Goods order cancellation, cancellation may be accepted prior to manufacture of the Bespoke Goods if the full consent of the manufacturer has been obtained by Company).

The following further terms will also apply : (a) orders for Bespoke Goods can only be accepted in writing; (b) delivery periods from the manufacturer cannot be guaranteed; and (c) Bespoke Goods will not be accepted for return to Company's stock.

Buyer shall indemnify Company and any manufacturer of Bespoke Goods against all liabilities, losses, costs, expenses and damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Company or the manufacturer in connection with any claim made against either or both of them for actual or alleged infringement of any third party's intellectual property rights arising out of or in connection with Company's or the manufacturer's use or supply of the Bespoke Goods conforming or wholly or partially to a specification given by Buyer. This term shall survive termination of the Agreement for the supply of the Bespoke Goods.

10. RETURNS POLICY

Goods may be returned if over-ordered, or incorrectly ordered, subject to a re-stocking charge payable to Company, which covers the cost of the return; only unopened, undamaged stock in re-saleable condition will be accepted for return; returns must be made within 1 month of purchase.

11. RISK IN PROPERTY

- 11.1. Risk of damage to or loss of Goods shall pass to Buyer as follows: (a) in the case of Goods to be delivered to Buyer at Company's premises, risk passes to Buyer at the time Buyer collects Goods from Company; or (b) in the case of Goods to be delivered to Buyer otherwise than at Company's premises, risk passes to Buyer immediately upon Delivery having been made; or (c) in the case that Buyer wrongfully fails to take delivery of Goods, risk passes to Buyer at the time when Company has attempted to make delivery of Goods.
- 11.2. Notwithstanding Delivery and the passing of risk in Goods, the ownership (legal title) of Goods shall not pass to Buyer until Company has received, in cash or in cleared funds, payment in full of the price of Goods.
- 11.3. Until such time as title to the Goods passes to Buyer, Buyer shall hold Goods as Company's fiduciary agent and bailee and Buyer shall keep Goods separate from those of Buyer and of third parties and Goods shall be kept properly identified. Until that time (i.e. until ownership passes) Buyer shall be entitled to re-sell or use Goods in the ordinary course of its business, but shall account to Company for the proceeds of sale or otherwise of Goods.



11.4. Until such time as the ownership of Goods passes to Buyer (and provided Goods are still in existence and have not been re-sold) Company shall be entitled at any time to require Buyer to deliver up Goods to Company; if Buyer fails so to deliver up Goods, Company may immediately enter any premises of Buyer where Goods are stored and repossess Goods; if Buyer has Goods stored in the premises of any third party, Buyer must instruct the third party to allow Company to enter their premises to repossess Goods.

12. WARRANTIES AND CLAIMS

12.1. Subject to clause 12.5, here no manufacturer's guarantee is provided for any Goods, Company warrants that the Goods will be free from material defects in design, material and workmanship and conform in all material respects with their description at the time of Delivery and be fit for any purpose expressly held out by Company for 12 months from the date of Delivery in the case of wood floor products and for the earlier of any "use by" or "best before" date stated on the packaging, labelling or any documentation supplied with any non-wood floor products.

12.2. Save as specified above in clause 12.1, all warranties, conditions or other terms implied in or by law (inclusive of those implied by sections 13 -15 of the Sale of Goods Act 1979) are excluded to the fullest extent legally permitted.

12.3. Company shall not be liable for any failure to comply with the warranty in clause 12.1 where (a) Buyer has sold, used, or installed Goods (where such sale, use, or installation shall be taken as conclusive evidence that Buyer has accepted Goods notwithstanding that there is a defect in the quality or condition of Goods or that they fail to correspond with the specification); (b) where defects in the Goods have resulted because Buyer has not followed Company's or manufacturers' usage instructions or guidelines regarding storage, installation, use, protection and maintenance of, if there are no such instructions or guidelines, all reasonable practices; (c) where the Goods are Bespoke Goods or Buyer has requested Company to comply with a special instruction; (d) Buyer or any third party alters or repairs any Goods; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal environmental or storage conditions, or accident attributable to Buyer or any third party; in such circumstances, Buyer waives the right to make any claim against Company.

12.4. Subject to clause 12.3 above, any claim by Buyer based on any visible defect in the quality or condition of Goods or their failure to correspond with the specification shall be notified in writing to Company within 7 (seven) days from the date of Delivery. Any other claim shall be notified to Company during the warranty periods set out in clause 12.1 or at the latest within 30 days of the end of such warranty periods on condition that, where requested, the Goods have been sent back to Company at Buyer's expense and Company has been given a reasonable opportunity of inspecting the Goods.

12.5. Subject to clause 12.4 above, where any valid claim in respect of any of Goods which is based on any defect in the quality or condition of Goods or their failure to meet their specification is notified to Company in accordance with these Ts&Cs, Company shall be entitled to replace Goods free of charge or, at Company's sole discretion, refund to Buyer the price of Goods (or a part thereof) but Company shall have no further liability to Buyer.

12.6. The warranty set out in clause 12.1 shall apply to any replacement Goods supplied by Company.



13. LIMITATION OF LIABILITY

- 13.1. Nothing in these Ts&Cs is intended to be, or shall be, an exclusion or limitation of the liability of Company for causing death or personal injury if this results from any defect in the design or manufacture of the Goods caused by any breach of contract or negligence of Company or its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation, or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or liability for defective products under the Consumer Protection Act 1987.
- 13.2. Subject to clause 13.1, company shall not be liable to Buyer, whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with any Agreement for (a) loss of profit; (b) loss of sales or business; (c) loss of contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of, or damage to, goodwill; and (g) any indirect or consequential loss.
- 13.3. Subject further to clause 13.1, the total liability of Company to Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with any Agreement, shall be limited to the value of the price paid for the Goods giving rise to the claim.

14. PAYMENT

The terms of payment are as follows: (a) Buyers with credit facilities must pay by 20th of the month following the date of the invoice; and (b) Buyers without credit facilities must supply cash with order.

15. NON-PAYMENT

On any outstanding debt, all overdue accounts will bear an administrative fee of 5% per month, accumulating monthly, with a minimum fee of £25, which may be collected by a risk management company nominated by Company.

16. CREDIT ACCOUNTS

When establishing credit facilities for Buyer, Company reserves the right to make a search with one or more credit reference agencies; a record of such searches will be held by Company and this information may be shared with other businesses; Company also reserves the right to make enquiries about Buyer's principals and directors with one or more credit reference agencies.

17. WAIVER

A waiver of any right or remedy under any Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Any failure or delay by Company to exercise any right or remedy provided under any Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy by Company. No single or



partial exercise of any right or remedy provided under any Agreement or by law shall prevent or restrict the further exercise of that or of any other right or remedy.

18. FORCE MAJEURE

- 18.1. In this clause 18, “**Force Majeure Event**” means any event beyond either party’s reasonable control, or by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving the relevant party’s own workforce or that of any third party), failure of energy sources or transport networks, acts of God (including but not limited to earthquakes, storms, tempests, tsunamis, volcanic activity or seriously adverse weather conditions), war, military conflict, or preparation for war or military conflict, terrorism, insurrection, revolution, riot, civil commotion, interference by civil or military authorities, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or structures, fires, floods, epidemics or pandemics including new strains of influenza or coronavirus and governmental or legal regulations designed to control or limit the spread of any epidemics or pandemics (including novel coronavirus), or default of suppliers or subcontractors.
- 18.2. Neither Company nor Buyer shall be liable for any failure or delay in performing its obligations under any Agreement to the extent that such failure or delay is caused by a Force Majeure Event.
- 18.3. In the event of any Force Majeure Event affecting either party, the time for performance of Company’s obligations shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or has failed to be performed. If such period continues beyond 4 months, Company may terminate the Agreement by giving 10 days’ written notice to Buyer.

19. ASSIGNMENT AND OTHER DEALINGS

- 19.1. Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under any Agreement.
- 19.2. Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under any Agreement without the prior written consent of Company.

20. ENTIRE AGREEMENT

- 20.1. Each Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such subject matter.
- 20.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in an Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in any Agreement.



21. VARIATION

No variation of any Agreement or of these Ts&Cs shall be effective unless they are in writing and executed by signatures of the parties.

22. SEVERANCE

If any provision or part-provision of any Agreement or of these Ts&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of that Agreement or these Ts&Cs. If any such provision is deemed deleted under this clause 22 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. THIRD PARTY RIGHTS

Unless it expressly states otherwise, any Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of that Agreement. The rights of the parties to rescind or vary any Agreement are not subject to the consent of any other person.

24. LAW AND JURISDICTION

24.1. These Ts&Cs and each Agreement shall be governed and interpreted by English law.

24.2. Any dispute relating to these Ts&Cs or any Agreement shall be regulated by the courts of England and the parties agree to submit to the jurisdiction of the English courts.