

# TERMS & CONDITIONS OF SALE

## Trade

Your attention is drawn in particular to the provisions of Clause 10.

### 1 Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) Event Outside Our Control: is defined in clause 12;
- (b) GGF: Glass and Glazing Federation;
- (c) Goods: the goods (or any part of them) set out in the Order;
- (d) Guarantee Document: the guarantee document attached to these Terms;
- (e) Order: Your order for the Goods and/or Services;
- (f) Services: the services that We are providing to You as set out in the Order;
- (g) Subject Property: has the meaning given in clause 7.5;
- (h) Terms: the terms and conditions set out in this document;
- (i) We/Our/Us: Quick Slide Limited, Company Registration Number 05254717, Unit 15 Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse, West Yorkshire HD6 4BW; and
- (j) You/Your: means the customer named in the Order.

1.2 **Construction.** In these Terms, the following rules apply:

- (a) Person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) Reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to writing or written includes e-mails (unless We inform You otherwise).

### 2 Our Contract With You

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to You. These Terms apply to the contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Please ensure that You read these Terms carefully, and check that the details in the Order and these Terms are complete and accurate, before You submit the Order. You are responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

2.3 When You submit the Order to Us, this does not mean We have accepted Your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply You with the Goods and/or Services, We will inform You of this and We will not process the Order.

2.4 These Terms will become binding on You and Us when We issue You with a written acceptance of an Order, which will be in the form of an order acknowledgement sent via email, at which point a contract (**Contract**) will come into existence between You and Us. We may need to carry out a survey before we can accept Your Order, please see clause 6 for further details.

2.5 We shall assign a quotation number to each quotation that We issue to You. When we confirm Your Order, we shall assign an order number to which that Order relates. Please reference the order number in all subsequent correspondence with Us which relates to the Order.

2.6 A quotation for the Goods and/or Services given by Us shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

2.7 The Contract created constitutes the entire agreement between Us and You. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by Us or on Our behalf which is not set out in the Order or these Terms.

2.8 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. While We may agree to accept orders from businesses with addresses outside our coverage areas as

determined from time to time by Us, We do not deliver to addresses outside our coverage areas as determined from time to time by Us (including but not limited to the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands and or certain areas of Scotland) and We do not have servicing engineers operating in these areas. Our Guarantee does not apply to Goods installed at addresses outside our areas of coverage as determined from time to time by Us (including but not limited to the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands or certain areas of Scotland).

2.9 The images of the Goods on Our website and in Our catalogue or brochure or any other literature are for illustrative purposes only and do not form part of the Contract or have contractual force. Although We have made every effort to display the colours accurately, We cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images. Although We have made every effort to be as accurate as possible, because Our Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated in Our catalogue are subject to normal manufacturing tolerances.

2.10 You shall indemnify Us against all liabilities, costs, expenses, damages and losses (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 Us arising out of or in connection with any claim made against Us:

- (i) for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of any specification provided by You; or
- (ii) for the supply of defective goods pursuant to the Consumer Protection Act 1987, where the defect arises as a result of: Us following Your design and/or specification for the Goods; the incorrect installation of the Goods by You or any third party; and/or a design and/or installation fault in the subsequent product of which the Goods form part.

This clause 2.10 shall survive termination of the Contract.

2.11 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

2.12 You waive any right You might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Yours that is inconsistent with these Terms.

### 3 Delivery Of Goods

3.1 Reference to "delivery" in these Terms includes Us delivering the Goods to You or You collecting the Goods from Us.

3.2 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and Your address. We do not typically accept Orders from or deliver to addresses outside our areas of coverage as determined from time to time by Us (including but not limited to the Isle of Wight, Isle of Man, Northern Ireland, the Channel Islands or certain areas of Scotland). Any dates quoted for delivery are approximate only, and time is not of the essence. Payment in cleared funds of the full price of the Goods is due from You to Us at the point of Our acceptance of the Order in cleared funds unless agreed otherwise by Us, after receipt of which We will contact You with an order acknowledgement which will confirm the estimated delivery window. If We do not deliver the Goods to You during that estimated delivery window, We will contact You to arrange a new estimated delivery window. Occasionally Our delivery to You may be affected by an Event Outside Our Control. See clause 12 for Our responsibilities when this happens. If we agree to accept less than the full price of the Goods upon acceptance of the Order, the outstanding balance must be settled by You before the start of business on the last working day of the week prior to delivery, unless agreed otherwise by Us.

3.3 We shall deliver the Goods to the location set out in the Order or such other location as We may agree (**Delivery Location**) at any time after We notify You that the Goods are ready.

3.4 Where You are collecting the Goods, You shall collect the Goods from Our premises at Heaton Estate, Bradford Road, Bailiff Bridge, Brighouse HD6 4BW or such other location as may be advised by Us prior to delivery (**Collection Delivery Location**) between 7am – 4pm Monday to Thursday and 7am – 1pm on Friday (collection outside these times as well as on bank holidays and seasonal holidays is not possible), within 7 working days of Us notifying You that the Goods are ready.

- 3.5 Delivery of an Order shall be completed:
- (i) if We deliver, when We offload the Goods at the kerbside as near as practicable to the Delivery Location. The Goods will be Your responsibility from that time. This means that the risk in the Goods passes to You and You shall insure the Goods accordingly. We shall not be liable for any damage or loss arising from the unloading of the Goods; or
  - (ii) if You collect the Goods from Us, on the start of loading of the Goods onto the vehicle. We are not responsible for loading the Goods onto any vehicle. Please refer to our dedicated collection information located <https://www.quickslide.co.uk/help-support/delivery-information/> or on request.
- 3.6 Before delivery, You must ensure that at least two physically capable people are present at the Delivery Location to move the Goods from kerbside to the Delivery Location. For health and safety and insurance reasons, the delivery driver is unable to assist with moving the Goods beyond kerbside delivery. Upon arrival, the driver will offload the Goods to the nearest ground-level kerbside location as near to the Delivery Location using the vehicle's tail lift. You will be responsible for moving the Goods to their destination. We are not responsible for taking the Goods inside any property, this is solely Your responsibility.
- 3.7 You shall inform Us of any restrictions that may affect delivery such as narrow roads, low bridges, or weight restrictions at the time you place the Order. If you think the vehicle size could pose a problem, please notify us immediately. If the driver arrives and cannot deliver due to these issues and/or if at least two physically capable people are not present at the Delivery Location to move the Goods, further charges may apply which may include a re-delivery charge and storage fees, and your delivery will be delayed. Please refer to our dedicated delivery information <https://www.quickslide.co.uk/help-support/delivery-information/> or on request.
- 3.8 You will have up to 15 minutes from the Goods' delivery to inspect the Goods. If damage is visually apparent, and/or there are any missing items, and/or there is a specification issue, in the first instance You should immediately call Us to discuss, and We shall advise whether the items should be returned with the driver. You should then report to Us in writing any issues within 72 hours of delivery. If you are unsure, please contact Us at 03332412240. Following this, the Goods must be fully inspected by You within 5 days from the date of delivery and before any installation of the Goods. Following this, we shall not be liable for any cosmetic damage.
- 3.9 You must sign and date the delivery note and include the relevant individual signatory's printed name as proof that all Goods were delivered in good condition.
- 3.10 If We fail to deliver the Goods within 10 weeks of the end of our original estimated delivery window, Our liability shall be limited to the costs and expenses incurred by You in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Event Outside Our Control or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.11 If You fail to take or accept delivery of the Goods within three working days of Us notifying You that the Goods are ready, then except where such failure or delay is caused by an Event Outside Our Control or Our failure to comply with Our obligations under the Contract in respect of the Goods We shall store the Goods until actual delivery takes place and charge You for all related costs and expenses (including the charges referred to in the quotation, and unloading, reloading, storage, insurance and any redelivery fees). Until payment of these costs and expenses are paid in cleared funds by You to Us, redelivery will not take place. If 25 working days after the day on which We notified You that the Goods were ready for delivery You have not taken or accepted actual delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.

## 4 Title and Risk

- 4.1 The risk of loss or damage to the Goods shall pass to You on completion of delivery.
- 4.2 Title to the Goods shall not pass to You until the earlier of:
- (a) Us receiving payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You, in which case title to the Goods shall pass at the time of payment of all such sums; and
  - (b) You reselling the Goods, in which case title to the Goods shall pass to You at the time specified in clause 4.4.
- 4.3 Until title to the Goods has passed to You, You shall:
- (a) store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property;
  - (b) not remove, deface or obscure any identifying mark on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify Us immediately if You become subject to any of the events listed in clause 11.1(b) to 11.1(l); and
  - (e) give Us such information relating to the Goods as We may require from time to time relating to the Goods and the ongoing financial position of You.
- 4.4 Subject to clause 4.5, You may resell or use the Goods in the ordinary course of Your business (but not otherwise) before We receive payment for the Goods. However, if you resell the Goods before that time You do so as principal and not as Our agent and title to the Goods shall pass from Us to You immediately before the time at which resale by You occurs.
- 4.5 If before title to the Goods passes to You, You become subject to any of the events listed in clause 11.1(b) to 11.1(l) then, without limiting any other right or remedy We may have:
- (a) Your right to resell the Goods or use them in the ordinary course of Your business shall cease immediately; and
  - (b) We may at any time:
    - (i) require You to deliver up all Goods in Your possession which have not been resold, or irrevocably incorporated into another product; and
    - (ii) if You fail to do so promptly, enter Your premises or the premises of any third party where the Goods are stored in order to recover them.
- ## 5 Providing Services
- 5.1 If We are supplying Services to You, We will supply them in accordance with the Order.
- 5.2 We warrant to You that the Services will be provided using reasonable care and skill.
- 5.3 We shall use reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. However, there may be delays due to an Event Outside Our Control. See clause 12 for Our responsibilities when an Event Outside Our Control happens.
- 5.4 We may need certain information from You that is necessary for Us to provide the Services. We will contact You about this. If You do not, after being asked by Us, provide Us with such reasonable information that We require to carry out the Services, or You provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where You have not provided this information to Us after We have asked for it.
- 5.5 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between You and Us in writing to the Services. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. If we suspend the Services under this clause 5.5, You do not have to pay for the Services while they are suspended under this clause 5.5 but this does not affect Your obligation to pay for any invoices We have already sent to You.
- 5.6 If You do not pay Us for the Services when You are supposed to as set out in clause 9, without prejudice to any other rights We may have, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts.
- 5.7 If We design the Goods for You, We will own the copyright, design right and all other intellectual property rights in the Goods and any drafts, drawings or illustrations We make in connection with the Goods for You.
- 5.8 Without prejudice to our obligations at clause 7.4, You shall:

- ensure that the terms of the Order and any information it provides in the specification are complete and accurate;
  - co-operate with Us in all matters relating to the Services;
  - provide Us, Our employees, agents, consultants and subcontractors, with access to the Your premises, office accommodation and other facilities as reasonably required by Us;
  - provide Us with such information and materials as We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - prepare the relevant premises for the supply of the Services;
  - obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - keep all materials, equipment, documents and other property of Ours (Our Materials) at Your premises in safe custody at its own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation; and
  - comply with any additional obligations as set out in the Order.
- 6 **Survey**
- 6.1 If We decide We need to carry out a survey, We will carry out the survey as soon as possible after the agreement (subject to survey) of a quotation. Following completion of the survey, We will either accept Your Order or provide You with a revised quotation for Your consideration.
- 6.2 If You place an Order with Us to supply the Goods but not to install them, regardless of whether We have carried out a survey, You accept it is Your responsibility to ensure that the measurements and dimensions of the Goods specified in the Order are correct and accurate and You agree that We shall have no liability in respect of any incorrect dimensions and/or measurements.
- 7 **Installation**
- 7.1 If Our Services include installation of the Goods, We will communicate with You via email an anticipated start date for installation of the Goods once You have placed your Order. If We are unable to start installation by the anticipated start date, (unless caused by an Event Outside Our Control) We will contact you via telephone or email with a new anticipated start date.
- 7.2 If You or Your end customer have not complied with clause 5.8 or an Event Outside Our Control occurs, and therefore We are unable to perform the Services including where We attend the Subject Property but as a result of either You or Your end customer not complying with clause 5.8, or an Event Outside Our Control We have to "abort" performing the Services, all costs and expenses We incur as a result shall be charged to You. We will then arrange another anticipated start date to perform the Services once clause 5.8 is complied with by You.
- 7.3 If You (or Your end customer) cancels an installation visit within 48 hours of the scheduled start date, You will be charged a cancellation fee of £500.
- 7.4 If we are installing the Goods, We shall ensure that they are installed in accordance with the relevant Building Regulations, British and European standards, or, where these do not exist, to FENSA standards.
- 7.5 When We carry out the installation Our installers may find additional work at the property at which the installation is taking place (Subject Property) that will have to be dealt with by You before We can continue. This may include additional work and relevant associated costs which were not foreseeable at the point of a survey. Such associated costs shall be invoiced by Us and payable by You in accordance with clause 9.6.
- 7.6 You must clear the areas in the Subject Property where We are installing the Goods and remove anything that has monetary or sentimental value.
- 7.7 Our total liability for damage to the Subject Property and/or any tangible goods located at the Subject Property shall in no circumstances exceed £5,000 in aggregate in respect of the Contract.
- 7.8 You must notify Us in writing of any defects in the Services within 28 days of discovery of the defect in writing, by contacting us by email at [info@quickslide.co.uk](mailto:info@quickslide.co.uk) quoting Your order number.
- 7.9 If We agree to attend the Subject Property and there is no defect with the Services, We reserve the right to charge the following amounts: (a) initial call out fee: £150, (b) £50 per hour thereafter, and (c) £1 per mile from the address HD6 4BW to the Subject Property address. We reserve the right to require payment of these charges before we attend the Subject Property and refund if applicable following our visit.
- 7.10 If You (or Your end customer) cancels a scheduled remedial visit within 24 hours of the estimate start date of the remedial visit, You will be charged a cancellation fee of £150.
- 7.11 Our liability under the Guarantee shall be to remedy the defective part of the Services, or to refund the price of such defective Services, as We decide in Our sole discretion. In no circumstances shall Our liability under this clause 7.11 exceed the reperformance value of the defective part of the Services.
- 8 **Guarantee Of Goods**
- 8.1 We guarantee the Goods in accordance with the terms of the Guarantee Document and this clause 8 (Guarantee).
- 8.2 We guarantee to You that the various components of the Goods as specified in the Guarantee Document will not suffer the corresponding types of damage listed under the heading "Coverage & Limitations" in the table in the Guarantee Document, subject to the limitations specified under the same heading.
- 8.3 This Guarantee shall last from:
- (a) if We are delivering the Goods to You, the date that the Goods are delivered to You;
  - (b) if You are collecting the Goods from Us, the date that You collect the Goods; or
  - (c) if We are installing the Goods, the date of completion of the installation,
- until the end of the period specified under the heading "Guarantee Period" in the table in the Guarantee Document.
- 8.4 Our Guarantee does not apply to any defect in the Goods arising from:
- (a) fair wear and tear;
  - (b) accidental damage (including glass breakages), wilful damage, abnormal storage or working conditions, or negligence by You or by any third party;
  - (c) misuse, neglect, lack of maintenance or from causes beyond Our control (such as fire, flooding, criminal damage etc.);
  - (d) internal condensation caused by excess moisture in the domestic environment or external condensation which can occur in certain climatic conditions (for more information please see the GGF Condensation Guide);
  - (e) weathering or other influences in excess of normal natural conditions whether known, unknown or not anticipated at the time of issue of the Guarantee Document;
  - (f) the use of high-pressure washing systems;
  - (g) mechanical abrasion;
  - (h) penetration of insects, misting or mould growth;
  - (i) incorrect installation by a third party not directly contracted by Us;
  - (j) Your failure to follow the oral or written instructions We provided as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - (k) any alteration or repair by You or by a third party who is not one of Our authorised repairers;
  - (l) any specification provided by You;
  - (m) minor imperfections in and on glass arising from manufacturing outside the scope of the visual quality standards of the GGF;
  - (n) acts of God;
  - (o) any cosmetic damage; and
  - (p) any exclusions specified in the Guarantee Document.
- 8.5 When the Goods are installed (by a third party), You are deemed to accept that the Goods are in good condition and therefore any cosmetic damage to the Goods falls outside of this Guarantee and We shall have no liability in respect of any cosmetic damage following installation of the Goods. Goods are to be checked by You prior to installation and any cosmetic damage to the Goods must be notified to Us in writing **before installation** within 5 days following delivery.
- 8.6 We deliver the Goods with a protective film (tape) to protect them during delivery, handling, and from debris during the installation process. The protective film must be removed as

- soon as practicable prior to commencement of the installation and in any event within 6 weeks of delivery of the Goods. If the film is left on the Goods for an extended period of time it may become difficult to remove and there is a high risk of damage to the Goods or finish, which We will not be liable for.
- 8.7 You must notify Us in writing of any defects in the Goods within 28 days of discovery of the defect in writing, by contacting us by email at [info@quickslide.co.uk](mailto:info@quickslide.co.uk) quoting Your order number.
- 8.8 You are not entitled to claim under the Guarantee if any one or more of the following apply:
- You do not carry out the maintenance specified in the Guarantee Document;
  - Your use of the Goods and/or the installation of the Goods takes place in a location where weather and/or the environmental conditions are outside of our areas of coverage as determined from time to time. For information on our product weather ratings, please refer to our guarantee document
  - Your use of the Goods is not recommended by Us or UK building codes and practices;
  - You have not paid for the Goods in full and/or associated Services (e.g. installation) in full;
  - You do not provide the job number when you submit your claim under the Guarantee;
  - the Goods have been installed within 5 miles of a body of salt water and/or in areas where salt-based atmospheric corrosion could be a contributing factor in the accelerated degradation of metal components.
- 8.9 Our liability under the Guarantee shall be to supply a replacement or a close alternative of the relevant component of the Goods, or to refund the price of such defective components, as We decide in Our sole discretion. In no circumstances shall Our liability under this Guarantee exceed the replacement value of the defective part of the Goods.
- 8.10 A successor in title to the Goods shall be entitled to enforce the provisions of this clause 8, subject to their compliance with the provisions of the Guarantee, including clause 8.4.
- 8.11 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent possible.
- 8.12 If We agree to attend the Subject Property and there is no defect with the Goods We reserve the right to charge the following amounts: (a) initial call out fee: £150, (b) £50 per hour thereafter, and (c) £1 per mile from the address HD6 4BW to the Subject Property address.. We reserve the right to require payment of these charges before we attend the Subject Property and refund if applicable following our visit.
- 8.13 These Terms shall apply to any repaired or replacement Goods (or components) supplied by Us, however for the avoidance of doubt, the Guarantee Period continues from when the initial Goods were first delivered and does not reset.
- 9 Price And Payment**
- 9.1 The price of the Goods and/or the Services will be set out in the Order. Our prices may change at any time, but price changes will not affect Orders that have already been accepted by Us in accordance with clause 2.4.
- 9.2 These prices and any other amounts referred to in these Terms or otherwise quoted to You, are exclusive of VAT which will be charged on the prices where applicable. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 9.3 The prices for the delivery costs are usually shown separately on the Order but are included in the total overall price specified in the Order, which will be added to the total amount due.
- 9.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our Order processing procedure so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to You. If the Goods' correct price is higher than the price stated on Our literature or website We will contact You to tell You and wait for Your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing, We do not have to provide the Goods to You at the incorrect (lower) price.
- 9.5 Where We are providing Goods to You, You must (unless We agree otherwise and confirm such agreement in writing) make payment for Goods in advance by debit card or by way of direct bank transfer or by any other payment method agreed between You and Us. If We invoice You on an interim basis then You must make payment on presentation of the invoice.
- 9.6 Where We are providing Services to You, subject to any payment terms We have agreed with You, We will usually ask You to make an advance payment of the price of the Services. We will invoice You for the balance of the Services either at intervals or on or any time after We have performed the Services. There may also be instances where We will invoice you for Services which are part completed, for example where We are required to complete the Services at a later date for whatever reason. This will be the price which reflects the work We have completed. We will also invoice You for any additional costs incurred as per clause 7.5. You must pay each invoice in cleared funds on the date of presentation of the invoice by such method as We shall reasonably require.
- 9.7 If You fail to make a payment due to Us under the Contract by the due date, then, without limiting Our remedies under clause 9, You shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.9 We reserve the right to increase the price of the Goods, by giving notice to You at any time before delivery, to reflect any increase in the cost of the Goods to Us that is due to any factor beyond the control of Us (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
- 9.10 Where You pay for the Goods and/or Services by way of a business credit card (subject to our prior written approval), You shall be responsible for Our charges incurred in relation to accepting payment through this method.
- 10 Our Liability To You**
- 10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in these Terms shall limit or exclude Our liability for:
- death or personal injury caused by its negligence, or the negligence of Our employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - defective Goods under the Consumer Protection Act 1987.
- 10.3 Nothing in this clause 10 shall limit Your payment obligations under the Contract.
- 10.4 Subject clause 10.3 (No limitation of customer's payment obligations) and clause 10.2 (Liabilities which cannot legally be limited), this clause 10.4 sets out the types of loss that are wholly excluded:
- loss of profits.
  - loss of sales or business.
  - loss of agreements or contracts.
  - loss of anticipated savings.
  - loss of use or corruption of software, data or information.
  - loss of or damage to goodwill; and
  - indirect or consequential loss.
- 10.5 Subject to clause 10.2:
- We shall under no circumstances whatever be liable to You, 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
  - Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price You have paid for the Goods and/or Services.



- 10.6 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 Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.7 Unless You notify Us that You intend to make a claim in respect of an event within the notice period, We shall have no liability for that event. The notice period for an event shall start on the day on which You became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. For the avoidance of doubt, this clause 10.7 does not override the notice periods set out in clauses 3.8, 3.10, 7.7, 8.6 and 8.7.
- 10.8 We shall have no liability to You for any indirect or consequential loss incurred due to some or all of the Goods being defective including but not limited to any losses arising as a result of defective Goods being installed even though it was apparent that they were defective prior to installation or as a result of the original window/door which the Goods were to replace being removed before the Goods were delivered and ready to install.
- 10.9 This Clause 10 shall survive termination of the Contract.
- 11 **Termination**
- 11.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under this contract and (if such breach is remediable) fails to remedy that breach within 28 days after receipt of notice in writing to do so;
  - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
  - (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
  - (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - (h) 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; 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;
  - (i) 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 11.1(b) to clause 11.1(l) (inclusive);
  - (j) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
  - (k) Your financial position deteriorates to such an extent that in Our opinion of Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy; or
  - (l) 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.
- 11.2 Without limiting Our other rights or remedies, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment.
- 11.3 We may have to terminate an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:
- (a) We will promptly contact You to let You know;
  - (b) if You have made any payment in advance for Services that have not been provided to You, or Goods that have not been delivered to You, We will refund these amounts to You; and
  - (c) where We have already started work on Your Order for Services or made-to-measure Goods, We will not charge You anything and You will not have to make any payment to Us.
- 11.4 Once We have begun to provide the Services to You, We may terminate the contract for the Services immediately at any time by providing You notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.
- 11.5 Without limiting Our other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between You and Us if You fail to pay any amount due under the Contract on the due date for payment, You become subject to any of the events listed in clause 11.1(b) to clause 11.1(l), or We reasonably believe that You are about to become subject to any of them.
- 11.6 On termination of the Contract for any reason:
- (a) You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
  - (b) You shall return any Goods which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this contract;
  - (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and
  - (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 12 **Event Outside Our Control**
- 12.1 For the purposes of this Contract, Event Outside Our Control means an event beyond Our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), epidemic or pandemic and its effects including quarantine, business closure, personnel sickness or requirement to isolate, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 We shall not be liable to You as a result of any delay or failure to perform Our obligations under these Terms as a result of an Event Outside Our Control.
- 12.3 If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than 8 weeks, We shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to You.

13 **Other Terms**

13.1 **Assignment and other dealings.**

- (a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the Contract and may subcontract or delegate in any manner any or all of Our obligations under the Contract to any third party.
- (b) You shall not, without Our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of Your rights or obligations under the Contract.

13.2 **Notices.**

- (a) Any notice given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.
- (b) A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3 **Severance.**

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.4 **Waiver.**

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

13.5 **No partnership or agency.**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 **Third parties.**

Save as set out in clause 8.10, a person who is not a party to the Contract shall not have any rights to enforce its terms.

13.7 **Variation.**

13.8 Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.9 **Governing law and jurisdiction.**

These Terms and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. 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).

13.10 **Acceptance of Terms and Conditions**

We shall assume that You accept these standard terms and conditions, unless You notify Us to the contrary. We will treat the fact that You continue to give instructions and/or accept Our Goods and/or Services as deemed acceptance of these standard terms and conditions.