

TERMS AND CONDITIONS OF SMARTROOF LIMITED

1. INTERPRETATION

In these terms the following words have the following meanings:

“Approved Designs” the designs, drawings and/or calculations and any accompanying Documents (including without limitation final costings) as approved by the Buyer in accordance with clause 4.1 below or as amended by agreement between the parties from time to time;

“Business Day” any day other than Saturday, Sunday, bank or public holiday when banks are open for business in the UK and Ireland;

“the Buyer” the person(s), firm or company with whom the Seller has agreed to provide Goods and/or Services in accordance with these terms;

“the Seller” Smartroof Limited, a company incorporated in England and Wales (Company Number 08088342) whose registered office is situated at The Keystone Group Ryder Close, Cadley Hill Industrial Estate, Swadlincote, Derbyshire, DE11 9EU, VAT No. 136 3595 02;

“Contract” the contract between the Buyer and the Seller for the provision of Goods and/or Services incorporating these terms, any quotation and the Approved Designs (once produced);

“Goods” means any goods (including any instalment of the goods or any parts of or for them) (if any), the products of any Services and any Documents, material or other information to be provided by the Seller to the Buyer pursuant to the Contract;

“Document” means anything in which information of any description is recorded and includes, inter alia, a document in writing, a map, plan, design, drawing, picture or other image, source code, transparencies, negatives, positives, prints, proofs, photographic, graphic design and illustration material or any record of any information in any form including electronic forms;

“Input Material” means any Documents or other materials including, designs, drawings and/or calculations, and any data or other information provided by the Buyer at any time relating to the Goods and/or Services and where the Buyer is to provide GRP dormers, GRP chimneys, Keylite roof windows, fascia and soffit, same shall constitute Input Material;

“Intellectual Property Rights” means any patent, copyright, registered or unregistered design right, database right, registered or unregistered trade mark, rights in relation to confidential information or any other intellectual property rights in any part of the world;

“the Price” The price for the provision of the Goods and/or Services;

“the Services” means any services (if any) to be provided by the Seller to the Buyer pursuant to the Contract including without limitation design work, manufacturing, and installation;

“writing” and any similar expression, includes facsimile transmission, email and comparable means of communication;

2. APPLICATION OF TERMS AND FORMATION OF CONTRACT

2.1 These terms apply to all the Seller's Contracts to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any request for Goods or other document) and any variation to

these terms and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing by the Seller and signed by a director of the Seller.

2.2 The Buyer must ensure that the terms of its request for Goods/Services, any Input Material, the Approved Designs and any quotation are complete and accurate (including without limitation any details, quantities and dimensions therein), interpret the Buyer's requirements accurately and are suitable for the Buyer's intended purpose and site conditions and the Seller accepts no liability whatsoever arising therefrom. Subsequent amendments will incur additional costs and may result in delay in delivery of Goods/Services.

2.3 No Contract will come into existence until the Seller issues a written acknowledgement following a written request by the Buyer for provision of Goods/Services in accordance with a valid quotation.

2.4 Any quotation is valid for a period of 90 days (or such other period specified by the Seller in writing on the quotation) only from its date, provided that the Seller has not previously withdrawn it. For the avoidance of doubt, and without prejudice to the foregoing provisions of this clause, prices and other terms quoted by the Seller are only valid if the Buyer requests all of the Goods/Services which are the subject of the quotation and do not apply to part orders in respect of which the Seller expressly reserves the right to re-price or reject the request.

2.5 On Goods only contracts the Buyer shall ensure that the appointed carpentry sub-contractor is a registered smartroof® installer.

2.6 The Buyer warrants that it has the power and authority to enter into these terms.

3. PROVISION OF MATERIALS

3.1 The Buyer shall at its own expense supply the Seller with all necessary Input Material within sufficient time to enable the Seller to supply the Goods/Services in accordance with the Contract. Any failure to do so will result in additional costs including without limitation re-visit costs for associated labour and plant hire and may result in delay in delivery of Goods/Services. Please refer to the Seller's extra over cost matrix for current pricing.

3.2 The copyright and other Intellectual Property Rights in any Input Material shall belong to the Buyer but the Buyer hereby grants to the Seller a non exclusive licence to use the Input Material and any copyright or other Intellectual Property Rights in respect of same as the Seller may require for the purpose of supplying the Goods/Services. The copyright and other Intellectual Property Rights in the Goods/Services shall belong to the Seller.

4. DESIGNS/BASIS OF QUOTATION

4.1 After formation of the Contract, the Seller will prepare designs for the Goods/Services in accordance with the Contract and will submit same to the Buyer for its written approval with an indicated return date; it is the Buyer's responsibility to ensure that same are complete, accurate, suitable for its purposes and appropriate for site conditions. The Seller shall not commence work until it receives such written approval. Failure to respond by the indicated return date may result in delay in delivery and the Seller shall accept no liability for losses or delays incurred as a result of failure by the Buyer to respond by the indicated return date.

4.2 The Buyer acknowledges that the quotation and Contract are subject to a site survey and accordingly that in preparing the above designs the Seller may need to increase the Price to reflect additional costs or expenses, Goods and/or Services

required to properly perform the Contract. When submitting the designs to the Buyer the Seller shall advise of any such Price increase and the Buyer may cancel the Contract within 7 days of any such notice from the Seller subject to clause 13.1.

In particular, but without limitation, the quotation is prepared on the basis that where Services are also being provided, the crane can be located directly adjacent to the relevant individual dwelling and on the basis of a 35 ton all terrain mobile crane. This is subject to a site survey. If it is identified on a site survey that a larger crane is required, further costs shall apply. A standard 35 ton all terrain mobile crane will only travel with 750mm diameter round plates to support the outriggers. Any other supporting/stabilising accessories such as road plates, EKKI crane mats and ballast counter weights will be charged as an extra over cost (this will include a weekly hire rate and transportation costs-delivery and collection). Please refer to the Seller's extra over cost matrix for current pricing.

4.3 Approval and/or comment in relation to the designs by the Buyer's architect or engineer, its servants, agents or persons under its control shall be deemed to constitute approval and/or comment of same by the Buyer.

4.4 Instructions to proceed with manufacture, notification of no comment, and requests for delivery shall be deemed to constitute approval of the designs by the Buyer and approval of any part of the designs shall be deemed approval of all of the designs (including without limitation the accompanying Documentation).

4.5 smartroof® panels comply with BS6399 PART 1, 2 and 3 Code of practice for dead and imposed loads.

4.6 The maximum load bearing capacity of the attic space floor is 0.25 kilonewtons per metre squared.

4.7 The smartroof system is not sold or supplied as a water proof product – waterproofing will be dependent on the main contractor installing the roofing felt/tile lathe/roof tiles and flashing in kits to roof windows.

5. DELIVERY

5.1 Subject to these terms and to payment in full of all sums outstanding from the Buyer or any group company, delivery of the Goods/Services shall be made to the address of the site referred to in the quotation or if some other place for delivery is agreed by the Seller in writing, by the Seller delivering or arranging for delivery of the Goods/Services to that place.

5.2 The Buyer should allow at least 6 weeks call off period (or such other call off period as the Seller may advise). However, delivery dates and times are approximate only and the Seller shall not be liable for any delay in delivery however caused and the Buyer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract. Time for delivery by the Seller shall not be made of the essence by notice.

5.3 Subject to clause 5.2 above, if the Buyer for any reason requests a different delivery date such date must be agreed by the Seller. Where any such request is made less than 72 hours prior to the existing delivery date then, without limiting any other right or remedy available to the Seller will store the Goods or have them stored by a third party until actual delivery and charge the Buyer for all related costs and expenses (including without limitation storage, handling, additional transportation and insurance, crane hire costs, labour, costs for redelivery and aborted delivery costs); Please refer to the Seller's extra over cost matrix for current pricing.

5.4 The Seller shall monitor and check weather conditions (and in particular but without limitation wind speeds) on a daily basis and no lifting operations will take place in wind speeds above

9.8m/s or 15 mph. The Seller reserves the right to defer delivery (without incurring any liability to the Buyer) should wind speeds or predicted wind speeds exceed the foregoing and for the avoidance of doubt the Seller may defer delivery (without incurring any liability to the Buyer) at any time on the day prior to the date of delivery where predicted wind speeds for the delivery date exceed the foregoing.

5.5 Unless otherwise agreed, Goods will be delivered to site on a flat-bed articulated delivery vehicle. If there is restricted site access alternative transportation modes can be provided however this will attract an additional cost as quotations assume delivery on articulated vehicles. Please refer to the Seller's extra over cost matrix for current pricing. Any delivery restrictions whether due to the nature or location of the site or the route to the site or otherwise must be notified to the Seller prior to delivery (including without limitation any requirement for additional deliveries, specialist vehicles or cranes, loading facilities, and subject to clause 5.1 above requests for specific dates/times for delivery); non compliance with this provision will result in additional costs for which the Buyer shall be liable and delay in delivery.

5.6 The quotation has been prepared on the basis that unloading will not take more than 3 hours. Any time in excess of this will attract additional cost and the Seller reserves the right to recover such costs at a rate of £50/hour.

5.7 The Buyer shall procure that the Seller's delivery vehicle and crane (where Services are also being provided) have clear unhindered access to both the site and the relevant individual dwellings. The Seller shall not be liable for any delay or failure by the Buyer to procure same, including without limitation repair and/or costs of repair in respect of damage to carriageway, kerbs, or soft landscaping. Non compliance with this provision will result in additional costs (including without limitation labour) for which the Buyer shall be liable.

5.8 The Buyer shall provide a temporary storage location to the Seller's reasonable satisfaction, directly adjacent to the relevant individual dwelling to accommodate the construction materials, delivery vehicle and the crane (where Services are also being provided).

5.9 Where Services are also being provided the Buyer shall provide a level crane hard standing or support condition directly adjacent to each relevant individual dwelling (size 8 meters x 8 meters). The Buyer must ensure that the makeup of the formation be engineered and plate tested to accommodate all of the imposed loads of the crane. It is essential that the Buyer ensure that the area and layout of the outrigger support is calculated upon the predicted actual outrigger loads arising from the lifting operation and an assessment of the safe ground bearing pressure (reference should be made to the Lifting Operations and Lifting Equipment Regulations 1988 and British Standard Code of Practice for the safe use of mobile cranes BS 7121:PART 1 1989). Example: The ground bearing pressure for each outrigger on a 35 ton all terrain crane equates to 25 tonnes per metre squared. Should the ground be a "made up formation" the Seller's health and safety documentation dictates the use of EKKI timber crane mats – 2000mm x 1000mm. Failure to comply with this provision will result in additional costs as per the Seller's extra over cost matrix.

5.10 The Buyer shall be responsible for both obtaining permission and organising any road traffic management plans/systems or road closures that may be required, whilst materials are being off loaded and craned into position. In the event of any obstructions to the crane i.e. overhead electric pylons/cables or railway lines. It is the responsibility of the Buyer to seek the relevant permissions from the National Grid and Net Work Rail.

5.11 The Buyer shall procure the provision of an independent fully erected perimeter access scaffold. The scaffold must be structurally designed for stability in accordance with the European Standard BS EN 12811-1:2003 and NASC TG 20.08. The Buyer is responsible for designing, erecting and maintaining all scaffolding. The perimeter scaffold must be fully erected prior to the commencement of the Seller's work hereunder. A five board wide main working platform is required 600mm down from the wall plate. Additionally, two number full boarded table lifts are required to the gable ends. All of the foregoing must be provided by the Buyer with ladder access thereto. The Buyer must provide the Seller with a copy of the scaffold completion handover certificate. The Buyer shall agree all scaffolding requirements with the Seller's contract coordinator and registered installer prior to commencement of works. There is no requirement for an internal bird cage.

5.12 The Buyer shall provide a crash deck to all stairwell openings.

5.13 The Buyer shall ensure the site and relevant individual dwellings are constructed in accordance with the Approved Designs and in particular but without limitation that the internal block work leaf/external facing brick work leaf-supporting structure and the internal party blockwork walls has been cured (48 hours) and constructed to the correct datum (all as detailed on the Approved Designs).

5.14 The Buyer shall ensure that the correct size timber wall plate has been bedded (cured) and strapped to the eaves block work (all as detailed on the Approved Drawings).

5.15 The Buyer shall provide waste disposal facilities to the Seller's satisfaction in order that the Seller can dispose of any waste materials.

5.16 If the Buyer for any reason fails to take delivery of the Goods or if the Seller cannot deliver and/or install (where applicable) the Goods due to failure by the Buyer to comply with any requirements or obligations in this clause or otherwise in relation to construction and/or delivery then, without limiting any other right or remedy available to the Seller:-

5.16.1 risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence);

5.16.2 the Goods will be deemed to have been delivered; and

5.16.3 the Seller may (a) store the Goods or have them stored by a third party until actual delivery and charge the Buyer for all related costs and expenses (including without limitation storage, handling, additional transportation and insurance, crane hire costs, labour, costs for redelivery and aborted delivery costs); or (b) sell the Goods at the best price readily obtainable and (after deducting all storage, insurance, transportation, delivery and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price. Please refer to the Seller's extra over cost matrix for current pricing.

5.17 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in this Contract.

6. RISK AND PROPERTY

6.1 Risk of damage to or loss of Goods shall pass to the Buyer at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tendered delivery of same;

6.2 Notwithstanding delivery and passing of risk in Goods, or any other provision of these terms the property in the Goods shall not pass to the Buyer until the Seller has received in cash

or cleared funds payment in full of the Price and payment in full for all other goods and/or services agreed to be provided by the Seller to the Buyer or any group company in accordance with the current Contract or any other Contract or account with the Buyer or any group company for which payment is then due.

6.3 The Seller shall be entitled to recover payment (including VAT) for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

6.4 Until such time as the property in the Goods passes to the Buyer, without prejudice to all or any of the Seller's other rights against the Buyer whether under these terms or otherwise:

6.4.1 The Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep them separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property with all identifying marks intact and legible but the Buyer may resell or use the Goods in the ordinary course of its business at full market value;

6.4.2 The Buyer shall maintain the Goods in a satisfactory condition at the Buyer's risk, insured on the Seller's behalf for their full replacement value against all usual risks to the reasonable satisfaction of the Seller and on request shall produce the policy of insurance to the Seller;

6.4.3 The Seller may at any time require the Buyer to deliver up the Goods (provided the Goods are still in existence and have not been resold), to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored to inspect and/or repossess same;

6.4.4 The Buyer must hold the proceeds of the insurance referred to in clause 6.4.2 on trust for the Seller and not mix them with any other money nor pay the proceeds into an overdrawn bank account;

6.5 The Buyer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

6.6 The Buyer grants to the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated to recover them.

7. PRICE

7.1 Subject always to the provisions of these terms and in particular but without limitation clauses 7.2 and 7.4 below, the Price will be the Seller's quoted price provided that the Buyer makes a request for Goods/Services in accordance with the quotation and the request is accepted by the Seller in accordance with these terms.

7.2 The Seller may at any time increase the Price to reflect any increase in the cost to the Seller which is due to factors occurring after the making of the Contract which are beyond the reasonable control of the Seller (including without limitation exchange fluctuations, taxes and duties and the cost of labour materials and other manufacturing costs) provided that the Buyer may cancel this contract within 7 days of any such notice from the Seller subject to clause 13.1, after which period consent to price alteration will be deemed given by the Buyer.

7.3 The Price shall be exclusive of any value added tax for which the Buyer shall be additionally liable at the applicable rate on the date of the invoice.

7.4 Any alterations, additions, or revisions to the Contract (including without limitation, any alterations or additions to the Approved Designs or the quotation), or times and dates for delivery/provision of Goods/Services or other delivery arrangements, must be agreed in writing by the Seller and may be subject to additional costs or charges PROVIDED ALWAYS that the Seller may at any time without notifying the Buyer make any changes to the Goods/Services and alterations, additions or revisions to the Contract which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Goods/Services.

7.5 The Buyer shall be responsible for obtaining any necessary import licences or other requisite documentation associated with import or export of the Goods/Services (as applicable) and paying all associated expenses, duties and taxes.

7.6 All companies in the Buyer's group who have accepted these terms shall be jointly and severally liable for amounts owing by any member of the group. In addition, if during the course of any matter a Buyer involves a subsidiary or a separate legal entity the Buyer remains responsible for the relevant amount.

7.7 The Price excludes the provision of any collateral warranty agreement. A design collateral warranty may be provided at the Seller's sole discretion and if the wording and the cover is acceptable to the Seller's designers and insurers. If provided the Seller shall charge additional costs for provision/review of same.

8. PAYMENT

8.1 Payment of the Price (including VAT) is due within 30 days of the date of the Seller's invoice unless otherwise specified in writing by the Seller in the quotation or on the confirmation of order. Payments must be made in the currency of the issued invoices unless otherwise agreed in writing by the Seller.

8.2 Time for payment shall be of the essence. No payment shall be deemed to have been received until the Seller has received cleared funds.

8.3 All payments payable to the Seller under the Contract shall become due immediately upon termination of the Contract despite any other provision.

8.4 Unless otherwise agreed in writing by the Seller, the Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, retention, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer. Where the Seller agrees to a retention such retention must be paid to the Seller within 6 months of the invoice date for the relevant Goods/Services or instalment.

8.5 If the Buyer fails to pay the Seller any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgement. The Seller reserves the right to claim interest and/or penalties under the Late Payment of Commercial Debts (Interest) Act 1998.

8.6 The Seller may at any time at its absolute discretion, appropriate any payment made by the Buyer in respect of the Goods/Services to such outstanding debt of the Buyer or any group company as the Seller thinks fit notwithstanding any

purported appropriation to the contrary by the Buyer.

9. EXCLUSIONS

9.1 The Seller shall have no liability to the Buyer for any loss, damage, costs, expenses, delays or other claims for compensation arising as a result of any Input Material or instructions supplied by the Buyer being of poor quality, incomplete, incorrect, inaccurate, illegible, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Buyer.

9.2 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods/Services, if the delay or failure was due to any act of omission of the Buyer, its servants, agents or persons under its control or any other cause beyond the Seller's reasonable control.

9.3 Where possible, the Seller recommends that dormer and roof windows are purchased through IG Elements and Keylite, being part of the same group of companies as the Seller. If these products are not purchased through the group, the Seller can provide an installation price on request.

The Seller shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods/Services arising from or in connection with products purchased from third parties (including without limitation dormer and roof windows) and in particular but without limitation where such third party products are of poor quality, faulty, missing, damaged, incomplete, do not comply with the specification or contract or arising from their late delivery, non-delivery or where they are otherwise unavailable or unsuitable for installation on accordance with the Seller's agreed project schedule and the Seller may increase the price to reflect any increase in the cost to the Seller arising directly or indirectly as a result of this and including without limitation the cost of labour and equipment/equipment hire.

9.4 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these terms shall not entitle the Buyer to treat the Contract as a whole as repudiated.

9.5 Save with the prior written consent of the Seller, under no circumstances shall the buyer or any agent authorised by the Buyer be entitled to alter, or modify in any way the Goods. For the avoidance of doubt, any alterations or modifications (in particular but without limitation cutting of panels) to the Goods may invalidate NHBC or any similar form of guarantee.

10. LIMITATION OF LIABILITY

10.1 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these terms; and

10.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these terms excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence.

10.4 On the expiry of 2 Business Days after delivery the Goods/Services shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage and accordingly the Buyer shall be deemed to have accepted the Goods and/or Services, the Seller shall have no liability for such defect or damage and the Buyer shall be bound to pay the Price as if the same had been delivered in accordance with the Contract.

10.5 The Seller shall not be liable for any defect or damage:-

10.5.1 where the Buyer, its servants, agents or persons under its control makes any further use of such Goods after giving such notice; or

10.5.2 where the defect arises directly or indirectly due to wilful damage negligence or misuse by the Buyer, its servants, agents or persons under its control or because the Buyer, its servants, agents or persons under its control failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use, cleaning, handling, processing, or maintenance of the Goods, the manufacturer's instructions and good trade practice; or

10.5.3 Where the defect arises directly or indirectly as a result of fair wear and tear, normal deterioration, or improper or faulty installation, storage handling or processing of the Goods by the Buyer, its servants, agents or persons under its control or abnormal working conditions of the Buyer.

10.5.4 Where the Buyer, its servants, agents or persons under its control alters or repairs such Goods without the prior written consent of the Seller.

10.5.5 where the defect arises directly or indirectly due to discoloration or any other cosmetic conditions, or other conditions which do not materially affect the operation or functionality of the Goods.

10.6 For the avoidance of doubt, the Seller shall not be liable for any costs or expenses in respect of repairs carried out by the Buyer, its servants, agents, persons under its control or any third party unless the Seller has approved same in writing in advance.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 10.11

10.7. Subject to conditions 10.2 and 10.3:

10.7.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount from time to time payable by the Buyer for the relevant Goods/instalment and subject to that overall limit to the part of any loss suffered which is proportionate to its responsibility; and

10.7.2 the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage loss of profit, loss of business, depletion of goodwill, costs or expenses, loss of use or production or of contracts or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. ASSIGNMENT

11.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

11.2 The Seller may assign or subcontract the Contract or any part of it to any person, firm or company.

12. FORCE MAJEURE

The Seller reserves the right to defer the date of delivery of the Goods/Services or to reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer), or to cancel the Contract (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business or performance of the Contract due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood or other weather event, epidemic, disease, infestation, restrictions on transport or movement, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods Provided that, if the event in question continues for a continuous period in excess of 90 days, either party shall be entitled to give notice in writing to the other to terminate the Contract.

13. TERMINATION

13.1 If for any reason a matter does not proceed to completion the Seller will charge the Buyer for work done and expenses incurred unless otherwise agreed.

13.2 If the Buyer fails to make payment for the Goods in accordance with the Contract or commits any other breach of the Contract or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately (whether or not then due or payable) and the Seller may in its absolute discretion and without prejudice to any other rights which it may have:-

13.2.1 suspend all future provision of Goods/Services to the Buyer or any group company; and/or

13.2.2 terminate the Contract without liability upon its part; and/or

13.2.3 appropriate any payment made by the Buyer or any group company to such of the Goods/Services (or the goods or services supplied under any other contract between the Buyer or any group company and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);

And the Seller shall not be liable for any costs, losses or delays arising as a result.

13.3 The termination of the Contract shall not affect:-

13.3.1 any payment which is owing by either party to the other;

13.3.2 any other accrued rights of either party; or

13.3.3 any terms which are expressed to come into force or

continue in force on or after termination.

14. GENERAL

14.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

14.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract. Any waiver must be in writing signed by a Director of the Seller.

14.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts

14.6 No person other than a party to the Contract may enforce it by virtue of the Contracts (rights of third parties) Act 1999.

14.7 The Buyer acknowledges that in entering into the Contract it does not rely on any representation or other term or any understanding except as expressly agreed in writing but nothing in these terms affects the liability of either party for fraudulent misrepresentation.

14.8 The Seller has a company environmental statement which is available upon request. All timbers and sheet materials used in engineered wood products come from sources that are PEFC certified or FSC certified depending on species.

15. COMMUNICATIONS

15.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile or e-mail transmission:

15.1.1 (in case of communications to the Seller) to its registered office or published e-mail address, or such changed address as shall be notified to the Buyer by the Seller; or

15.1.2 (in the case of the communications to the Buyer) to its registered office (if it is a company) or its e-mail address or to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Seller by the Buyer.

15.2 Communications shall be deemed to have been received:

15.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

15.2.2 if delivered by hand, on the day of delivery;

15.2.3 if sent by facsimile transmission or e-mail on a working day prior to 4.00 pm, at the time of transmission or sending and otherwise on the next working day.

16. USE OF PERSONAL INFORMATION

The Seller, its group companies and their respective successors may use the Buyer's personal information to contact the Buyer (by email, telephone or post) and/or to provide information about itself and its services, clients, developments and issues in which the Buyer may be interested. If the Buyer does not wish to receive such communications it should opt out by providing written notification to the Seller.