

teknorooftd terms and conditions for the supply and/or installation of products

1. interpretation

1.1 if any provision of these general conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, these general conditions shall continue to be valid as to their other provisions and the remainder of the affected provision.

1.2 in these general conditions, the following definitions apply:

“buyer” means any person to whom a quotation from the seller (which incorporates these general conditions) is addressed who purchases the goods and/or services from the seller.

“the contract” means the contract between the buyer and the seller for the supply of the goods and/or services in accordance with these general conditions and the following documents are integral parts of the contract: (1) these general conditions; (2) the quotation; (3) the specification; and (4) any other documents or plans referred to in these general conditions, the quotation and/or the specification.

“date for completion” means the date or dates specified in the quotation or otherwise agreed in writing between the buyer and the seller on which the goods are to be delivered and/or services completed at the place of delivery, including for the avoidance of doubt, any extension to the date for completion arising from any delay, agreed or determined in accordance with the contract.

“force majeure event” has the meaning given in clause 20.

“general conditions” means the standard terms and conditions of sale set out in this document.

“goods and services” means the supply of goods and services as detailed or referred to in the quotation and the terms “goods” and “services” will be interpreted accordingly.

“non-excluded liabilities” has the meaning given in clause 19.

“order” means the buyer’s order for the supply of goods and/or services as set out in the buyer’s purchase order form or the buyer’s written acceptance of the quotation

“party” and “parties” means the seller and/or the buyer, as the case requires.

“place of delivery” means the location for delivery of the goods and/or for the provision of the services as stated in the quotation or otherwise agreed in writing between the buyer and the seller.

“price” means either (a) the lump sum price as adjusted in accordance with the contract to take account of any accepted variations in accordance with the contract, or (b) in the case of a quotation based on rates and prices, the final measured quantities of the goods and services at

the rates and prices stated in the quotation and adjusted in accordance with the contract to take account of any accepted variations in accordance with the contract.

“quotation” means the quotation made in writing by the seller in connection with the supply of the goods and/or services for a lump sum price, or the rates and prices stated in that quotation, and includes any amended quotation issued in accordance with the contract.

“seller” means teknorooft limited (company number (12562001) having its registered offices at seebeck house, 1 seebeck place, knowlhill, milton keynes mk5 8fr.

“schedule of attendances and facilities” means, if applicable, the schedule of attendances and facilities annexed to these general conditions.

“specification” means the specification for the goods and/or services, including related plans and drawings, agreed by the parties.

“validity period” means the fixed period stated in the quotation during which the rates and prices for the supply of goods and/or services will remain fixed in accordance with the quotation, or if no such period is stated, 28 days from the date of the quotation.

“valuation date” means the last working day in each calendar month until the date of completion. “working day” means a day other than a saturday, sunday or public holiday in england when banks in london are open for business.

1.3 in these general conditions, the following rules of interpretation apply:

(a) 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) a 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.

(e) a reference to writing or written includes faxes and e-mails.

(f) the headings in these general conditions are for convenience only and shall not affect their interpretation.

2.basis of contract

2.1 the quotation is subject to these general conditions and these general conditions shall apply upon the buyer’s receipt of the quotation. the quotation shall not

constitute an offer.

2.2 unless previously withdrawn by the seller, the quotation is valid within the period stated therein or, when no such period is so stated, within 28 days after the date of issue of the quotation.

2.3 the order constitutes an offer by the buyer to purchase the goods and/or services in accordance with these general conditions. the buyer is responsible for ensuring that the terms of the order and any applicable specification submitted by the buyer (including all drawings and dimensions) are complete and accurate. nothing in the order will amend or vary these general conditions.

2.4 the order shall only be deemed to be accepted when the seller or its authorised representative issues a written acceptance of the order, at which point the contract shall come into existence.

2.5 the contract constitutes the entire agreement between the parties. the buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the seller which is not set out in the contract.

2.6 these general conditions apply to the contract to the exclusion of any other terms that the buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 any samples, drawings, descriptive matter, advertising, examples of installations and methods of assembly and all other technical data issued by the seller and any descriptions of the goods or illustrations or descriptions of the services contained in the seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them. they shall not form part of the contract or have any contractual force.

2.8 subject to clause 4.2, any typographical, clerical or other error or omission in any sales literature, price list, invoice or other document or information issued by the seller shall be subject to correction without liability on the part of the seller by the seller providing notice to the buyer.

2.9 all of these general conditions shall apply to the supply of both goods and services except where application to one or the other is specified.

2.10 if there is any inconsistency between the various constituent parts of the contract (i.e. between some or all of: (1) these general conditions; (2) the quotation; (3) the specification; and (4) any other documents or plans referred to in these general conditions, the quotation and/or the specification) the order of precedence in the event of conflict shall be as follows: (1) these general conditions; (2) the quotation; (3) the specification; and (4) any other documents or plans referred to in these general conditions, the quotation and/or the specification. 3. price of the goods 3.1 the rates and prices stated in the quotation are based on material costs, wage rates, and plant and haulage costs, and exchange rates applicable at the date of the quotation on the understanding that the supply of the goods and/or services will be completed within the validity period. should the date of completion be delayed beyond the validity period as a result of any act,

omission or fault of the buyer or any other reason outside the control of the seller, the seller reserves the right to adjust the rates and prices stated in the quotation in line with any increased costs incurred by the seller in respect of materials, labour, plant, haulage, or exchange rate fluctuations. any such adjustment will be notified to the buyer as soon as practical in writing after the expiry of the validity period.

3.2 the seller reserves the right to increase the rates and prices stated in the quotation by an amount equivalent to any additional costs, taxation or levies imposed on or affecting the cost to the seller of providing the goods and/or services after the date of the quotation by virtue of any statute, regulations or orders issued by government or any other duly constituted authority, including (without limiting the generality of the foregoing) any statutory changes in taxation of fuel required to deliver the goods and/or due to any other factor beyond the control of the seller. 3.3 the price is based on the terms of the contract including the exclusions and assumptions referred to in clause 18 and the schedule of attendances and facilities (if applicable). in the event of any breach of the contract by the buyer the seller shall be entitled to claim an addition to the price (without prejudice to its other rights and remedies).

3.4 the seller is not obliged to accept from the buyer a variation to the specification, the date for completion, or the conditions under which the goods and/or services are to be delivered and/or performed all as detailed in the quotation (a "variation").

3.5 if the seller is prepared to accept a variation, as soon as reasonably practicable after receiving full details of any such proposed variation, the seller will issue an amended or additional quotation in relation to the variation (the "additional quotation") to the buyer, which may include such later time for the date for completion as the seller considers reasonable. subject to clause 3.6, any such variation will be valued by using the same rates and prices detailed in the quotation (or if there are none, on a fair and reasonable basis), and will be paid by the buyer in accordance with clause 5. the seller will not be obliged to implement any such variation unless the buyer accepts the additional quotation in writing. for the avoidance of doubt, where the variation consists of the omission of an element of, or reduction in the quantities of any goods, the seller will be entitled to claim all losses and expenses that are incurred by the seller in returning excess goods, and/or terminating and/or renegotiating any contractual arrangements with suppliers to the seller of any goods, materials, plant and equipment or other services that are no longer required in connection with the goods and services. 3.6 the seller reserves the right to adjust the rates and prices stated in the quotation via the additional quotation in line with any increased costs incurred by the seller including in respect of materials, labour, plant, haulage or exchange rate fluctuations as a result of such variation, which will be paid by the buyer in accordance with clause 5.

3.7 for the avoidance of doubt, if the buyer alters the design of the goods and/or services from that set out in the quotation that alteration will be treated as a variation.

4. seller's alteration of specification

4.1 the seller reserves the right to alter the specification:

4.1.1 provided such alteration does not have a materially detrimental effect on the overall performance or integrity of the goods and/or services; and
4.1.2 if required by any applicable statutory or regulatory requirements.

4.2 if there are any discrepancies or errors found in any of the documents which constitute the contract including the specification, then the seller shall be entitled to correct the discrepancy or errors and any such correction shall be treated as a variation. for the purposes of clause 3.5, such variation shall be treated as if the seller is prepared to accept that variation.

4.3 the buyer shall promptly provide such further drawings, details, dimensions and directions as the seller may reasonably require to enable the seller to deliver the goods and/or perform the services without delay and/or disruption on the date for completion.
teknorooft ltd terms and conditions revision a: june 2020

4.4 where the seller provides goods or services to the buyer which are exposed to fluctuations in the exchange rates, the seller reserves the right to revisit its prices where there is a fluctuation affecting the currency in which they sell or buy the goods or services by more than 2 points during any month.

5. terms of payment

5.1 all rates and prices are as stated in the quotation and are exclusive of value added tax or any similar or other taxes, levies or duties.

5.2 payments shall become due to the seller as follows: -

5.2.1 the price shall be due as progress payments on each valuation date. each progress payment shall be for a sum equivalent to the value of the goods delivered and/or services provided (on or prior to the relevant valuation date) to the buyer at the place of -delivery after deduction of progress payments previously made to the seller, plus any other sums payable under the contract. prior to each valuation date the seller will issue an application for payment ("application for payment") which may be in the form of an invoice stating the amount due to the seller and how that has been calculated. the due date for payment in each case shall be the later of the valuation date and the date of receipt of the application for payment. the final date for payment of each progress payment will be 30 days after the relevant due date.

5.2.2 not later than 5 days after the due date the buyer shall give a notice to the seller which shall specify the sum that it considers to be or have been due at the due date and the basis upon which that sum has been calculated (a "payment notice") and, subject to any pay less notice (as hereinafter defined) given under clause 5.2.5, the sum to be paid by the buyer shall be the sum specified in the payment notice.

5.2.3 if the buyer fails to give a payment notice in accordance with clause 5.2.2, the amount of the progress payment shall, subject to any pay less notice given under clause 5.2.5, be the sum specified in the application for payment.

5.2.4 where neither a valid application for payment is made nor a payment notice is issued, the seller may

at any time after the 5-day period referred to in clause 5.2.2 issue a default notice stating the sum it considers to be or have been due at the due date, and the basis upon which the sum has been calculated. in that event, the final date for payment of the sum specified in it shall for all purposes be regarded as postponed by the same number of days as the number of days after the expiry of the 5-day period referred to in clause 5.2.2.

5.2.5 if the buyer intends to pay less than the sum stated as due from it, it shall not later than 7 days before the final date for payment give the seller notice of that intention in accordance with clause

5.2.6 (a "pay less notice"). where a pay less notice is given, the payment to be made on or before the final date for payment shall be the amount stated as due in the pay less notice.

5.2.6 a pay less notice shall specify both the sum that the party serving it considers to be due at the date the pay less notice is given and the basis upon which that sum has been calculated.

5.2.7 in relation to the requirements for the giving of payment notices under the contract, it is immaterial that the amount then considered to be due may be zero.

5.2.8 if the seller disagrees with the amount notified by the buyer to be paid in a payment notice and/or a pay less notice, it may refer the dispute in accordance with the dispute resolution procedures in these general conditions so that the true amount due and payable can be determined.

5.2.9 the buyer shall pay all amounts due under the contract in full without any deduction except as required by law and the buyer shall not be entitled to assert any credit, set-off or counterclaim against the seller in order to justify withholding payment of any such amount in whole or in part. the seller may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the buyer against any amount payable by the seller to the buyer.

5.3 if the buyer fails to pay any sum due to the seller on or prior to the final date for payment of that sum, then the seller shall be entitled to suspend performance of its obligations under this contract. before doing so it will be required to give written notice to the buyer seven days prior to the effective date of suspension. suspension will continue until such sum has been paid in full. if the seller has suspended performance, the buyer shall reimburse the seller in respect of any loss and/or expense incurred by the seller as a result of the suspension including the cost of re-mobilisation on the lifting of the suspension.

5.4 the valuation of each progress payment will include all goods that are ready for delivery to the buyer at the place of delivery in accordance with any delivery date agreed by the seller in the quotation (or otherwise agreed) notwithstanding that the buyer does not accept delivery of any such goods or allow commencement or completion of the services in circumstances where the seller is ready to deliver such goods and/or commence or complete the services at the place of delivery.

5.5 interest shall be charged on all overdue amounts from the final date when payment was due until actually made at the rate of eight percent above the

bank of england base rate operating during the period of delay in payment by the buyer. such interest shall accrue on a daily basis from the date when payment was due until actual payment of the overdue amount, whether before or after judgment. the buyer shall pay the interest together with the overdue amount.

5.6 notwithstanding any other provision of this contract the seller may at its discretion require advance payment for goods and/or services which if supplied would cause the buyer's credit limit with the seller to be exceeded. in all cases credit, if offered by the seller at all, will only be offered by the seller subject to such security or trading references and guarantees as the seller in its absolute discretion may require.

6.delivery

6.1 the buyer acknowledges that the seller may not be able to meet the date for completion if the seller has not received timeously from the buyer all information, drawings, licenses, permits and approvals necessary to enable the seller to proceed with and complete the delivery of the goods and/or the provision of the services. the seller shall not be liable for any failure to meet the date for completion that is caused by the buyer's failure to provide timeously all information, drawings, licenses, permits and approvals necessary to enable the seller to proceed with and complete the delivery of the goods and/or the provision of the services.

6.2 a date for completion is to incorporate periods for each of the following as appropriate:

6.2.1 the provision of detailed drawings;

6.2.2 off-site fabrication of the goods;

6.2.3 delivery and/or installation - the installation to be executed in such an order and manner as the seller may reasonably require or which the parties agree to in writing.

6.3 any date for completion is to be treated as an estimate only and shall not involve any obligation on the seller to complete the delivery of the goods and/or provide the services by a specified date. for the avoidance of doubt, time shall not be of the essence in respect of any date of completion.

6.4 the buyer shall at its own expense before the estimated date of commencement of any part of the goods and services ensure that the place of delivery is ready in all respects for the goods to be delivered and for the services to commence and, without prejudice to the generality of the buyer's obligations in this respect, that all facilities and items listed in the quotation and in these general conditions have been, or will be, provided by the buyer as and when required by the seller in order to enable the goods and services to proceed.

6.5 the buyer shall procure that the seller, its agents, subcontractors, consultants and employees will be given free and uninterrupted access to the place of delivery and any other facilities the seller deems reasonably necessary and the right to work unrestricted hours to maintain the programme agreed in connection with the delivery of the goods and/or the provision of the services.

6.6 any delay caused by the buyer during or prior to manufacture, procurement, delivery and/or installation of the goods including as a result of a failure by the buyer to:

6.6.1 comply with its obligations under clause 6.1 or comply with any other obligation set out in the contract; and/or

6.6.2 provide the seller with adequate delivery instructions or any other instructions that are relevant to the supply of the goods and services, may require the date for completion to be postponed to a date beyond the period of delay requested by the buyer in order to accommodate other contracts and/or production or procurement requirements of the seller. the seller reserves the right to charge the buyer for the costs incurred by the seller in re-programming any production run or procurement necessary to accommodate such delay.

6.7 in a supply only situation, it is the buyer's responsibility to store, stack and protect all goods in accordance with relevant recommended practice after delivery.

6.8 unless stated to the contrary in the quotation, the seller shall deliver goods to the place of delivery on articulated lorries. the buyer shall provide a safe and appropriate means of access to the place of delivery. the seller's employees, agents, representatives or sub-contractors shall determine the safety and suitability of the means of access to the place of delivery. delivery of the goods shall not be made where the safety and suitability of the means of access to the place of delivery is in their opinion unsafe and/or unsuitable. the buyer shall reimburse the seller for all liabilities, costs, expenses, damages and losses suffered or incurred by the seller resulting from or in connection with access to the place of delivery being determined to be unsafe and/or unsuitable.

6.9 a maximum of 2 hours is included for offloading the goods at the place of delivery and the seller reserves the right to charge any additional costs incurred should this time be exceeded as a result of the acts or omissions of the buyer and/or its employees, agents, representatives or sub-contractors. all pallets and packaging used during transportation will become the property of the buyer unless specifically stated in the quotation.

6.10 the seller may deliver the goods by instalments, which shall be invoiced and paid for separately. each instalment shall constitute a separate contract. any delay in delivery or defect in an instalment shall not entitle the buyer to cancel any other instalment.

6.11 the buyer shall inform the seller of all health and safety rules and regulations and any other reasonable security requirements that apply at the place of delivery.

7. delay to the delivery or completion

7.1 if, due to circumstances outside of the control of the seller, the buyer cannot accept delivery of any of the goods and/or the provision of the services on the date for completion, or is otherwise unable to grant access to the seller to the place of delivery for the purpose of delivery of the goods or the commencement of the services on the date for completion, the seller

reserves the right to recover any costs incurred by the delay and/or to continue to manufacture or procure goods and deliver them to storage in accordance with clause 8. the value of goods not delivered as a result of delays by the buyer or reasons outside of the control of the seller may be included in applications for payment.

7.2 if and whenever it becomes reasonably apparent that the commencement, progress or completion of delivery of the goods and/or provision of the services is being or is likely to be delayed due to circumstances outside the control of the seller, the seller shall give notice to the buyer. if any such delay occurs, then (unless the cause of the delay frustrates or renders impossible or illegal the performance of the contract or otherwise discharges the parties from their obligations under the contract) the date for completion shall be extended by such period (not limited to the length of such delay) as the seller may reasonably require to complete the performance of its obligations. the seller will advise the buyer of the revised date for completion in writing as soon as possible. the buyer will be deemed to have accepted the revised date for completion unless it has objected in writing within 14 days of the seller's notice, stating valid reasons for that objection.

7.3 subject to clause 10, the seller shall have no liability to the buyer in respect of:

7.3.1 any loss or damage to the goods whilst in transit save to the extent that the same is due to any negligence, breach of contract or breach of a statutory duty of the seller or its employees, agents, representatives or sub-contractors; and/or

7.3.2 any shortage in the quantity of the goods delivered, unless a notice in writing is given by the buyer to the seller within 7 days of the date of delivery of those goods.

7.4 without prejudice to clause 7.3, clause 10 and the other provisions of the contract, following the delivery of the goods from the seller to the buyer (on completion of delivery or installation by the seller, as the case may require), the seller shall not be liable for any damage to the goods unless such damage is notified to the seller within 7 days of the date of completion of delivery or installation (as appropriate) of the goods save where such damage is caused as a result of the seller's or its employees', agents', representatives' or sub-contractors' negligence, breach of contract or breach of a statutory duty. provided always that this provision shall not affect any liability the seller may have for latent defects.

8. storage

where the buyer is unable to accept delivery of all or any of the goods on the date for completion, save to the extent that the same is due to any negligence, breach of contract or breach of a statutory duty of the seller or its employees, agents, representatives or sub-contractors, it is the responsibility of the buyer to arrange for suitable storage at the sole teknorooft ltd terms and conditions revision: a: june 2020 expense and cost of the buyer. if the seller has sufficient and appropriate facilities for those purposes it may offer to store the goods at the buyer's sole risk and expense.

9. risk and property

9.1 all goods shall be at the sole risk of the buyer

from the time that they arrive at the place of delivery whether or not accepted by the buyer.

9.2 notwithstanding delivery and the passing of risk in the goods pursuant to clause 9.1, or any other provision of these general conditions, the ownership and title to the goods shall not pass to the buyer until the seller has received payment in full in cash or cleared funds for

9.2.1 the goods; and

9.2.2 the services; and

9.2.3 any other goods and services that the seller has supplied to the buyer.

9.3 until such time as the ownership and title in the goods passes to the buyer pursuant to clause 9.2, the buyer shall hold the goods as the seller's fiduciary agent and bailee, and shall keep the goods:

9.3.1 separate from those of the buyer and third parties and properly stored until such time as those goods are installed at the place of delivery; and

9.3.2 protected and insured and identified as the seller's property.

9.4 until such time as the ownership and title in the goods passes to the buyer, the seller shall be entitled at any time to inspect the goods, and, provided the goods have not been resold, irrevocably incorporated into another product or become a permanent fixture in the buyer's (or the buyer's customer's premises), require the buyer to deliver up the goods to the seller if the buyer becomes subject to any of the events listed in clause 15.1(a) to 15.1(h) (inclusive) or fails to pay sums due under the contract on the due date for payment and, if the buyer fails to do so forthwith, to enter upon the delivery location, any premises of the buyer or any third party where the goods are stored and repossess the goods.

9.5 the buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain in the ownership of the seller, but if the buyer does so all moneys owing by the buyer to the seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.

9.6 where an installation service is provided by the seller, the seller shall maintain adequate employers' liability insurance and public liability insurance in connection with such installation service. all other insurance policies required by law or by the seller in connection with the provision of the goods and/or services, including contractors' all risks insurance, will be taken out and maintained by the buyer at the buyer's sole expense. the buyer shall ensure that:

9.6.1 the seller's interest is noted on each such insurance policy or that a generic interest clause has been included with any right of the insurer to bring a subrogated claim against the seller being excluded; and

9.6.2 it notifies the seller if any such insurance policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

10. warranties and liabilities

10.1 subject to the other sub clauses of this clause 10, the seller warrants to the buyer that, for a period of 1 year from the date of order, the goods will conform in all material respects with the specification ("warranty"). if the buyer is issued with a premier systems warranty document, the terms of that document shall apply to the goods and clause 10 of these terms shall not apply.

10.2 if the goods come with a third-party supplier's or third-party manufacturer's warranty, the terms of that warranty shall apply and clause 10 of these terms shall not apply to the goods. the supplier will use commercially reasonable endeavours to transfer to the buyer the benefit of the supplier's or manufacturer's warranty where the supplier is able to do so.

10.3 the seller shall only be liable under its warranty if: -

10.3.1 the buyer gives notice in writing to the seller during the warranty period and within a reasonable time of discovery that some or all the goods do not comply with the warranty; and

10.3.2 the seller is given a reasonable opportunity of examining such goods, and access to repair or replace them.

10.4 without prejudice to clauses 10.1 and 10.2, the seller shall not be liable for any goods' failure to comply with the warranty in any of the following events: -

10.4.1 if those goods have not yet been installed and the buyer makes any further use of such goods after giving notice in accordance with clause 10.2.1;

10.4.2 the defect arises as a result of the seller following any drawing, design or supplied by the buyer;

10.4.3 the buyer alters or repairs such goods without the written consent of the seller;

10.4.4 the defect arises as a result of fair wear and tear, damage, negligence, or abnormal storage or working conditions;

10.4.5 the goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

10.4.6 if the goods have not been installed in accordance with the seller's oral or written instructions where the seller is not installing the goods;

10.4.7 the defect arises as a result of the buyer's or its contractors', agents' or employees' failure to follow the seller's (or any relevant manufacturer's) oral or written instructions as to the maintenance of the goods;

10.4.8 the defect arises because of the use of unsuitable products, materials, fixings and accessories (including the use of sealants) with the goods;

10.4.9 the defect has arisen as a result of the buyer's, its contractors', agents' or employees' acts or omissions in the fitting of the goods where the seller is not installing the goods and save to the extent that the same is due to any negligence, breach of contract or breach of a statutory duty of the seller or its employees, agents, representatives or sub-contractors;

10.4.10 the defect has arisen as a result of any significant change in atmospheric and climatic conditions at the place at which the goods have been installed and/or as a result of any other event beyond the reasonable control of the seller or the buyer;

10.4.11 the defect has arisen as a result of any change of use of the building and/or structure upon or at which the goods have been installed;

10.4.12 the defect has arisen because of the introduction or emission of damaging, corrosive or noxious gas, chemicals or other similar materials; and/or

10.4.13 the defect arises due to the use of inappropriate or unapproved cleaning materials or due to lack of periodic lubrications of moving parts.

10.5 insofar as the goods comprise or contain equipment or components which were not manufactured or produced by the seller, the buyer shall be entitled only to such warranty or other benefit as the seller has received from the manufacturer.

10.6 the buyer acknowledges that:

10.6.1 the seller may be reliant upon the supply of replacement parts from its suppliers; and

10.6.2 if any defective good is not available or is obsolete, a product or part of similar specification will be provided.

10.7 the liability of the seller under this clause 10 shall constitute its sole liability (save in respect of the non-excluded liabilities) whether in contract, tort (including negligence) or otherwise in respect of the goods failure to comply with the warranty and for the failure of the services to comply with clause 12.2. any warranties or conditions implied by law are hereby expressly excluded to the fullest extent permitted by law.

10.8 save in respect of the non-excluded liabilities, the seller shall not be liable for damage to the buyer's tangible property (including as a result of or in connection with the incorporation of the goods into any land or structure of the buyer or any third party) save to the extent that the same is due to any negligence, breach of contract or breach of a statutory duty of the seller or its employees, agents, representatives or sub-contractors. subject to clause 19 and 10.8, the seller's liability in respect of damage to the buyer's tangible property whether arising as a result of negligence, breach of contract, breach of statutory duty or otherwise of the seller or its employees, agents, representatives or sub-contractors shall not exceed the level of insurance that the seller had in place at the time such damage occurred in respect of one occurrence or a series of connected occurrences.

10.9 save in respect of the non-excluded liabilities, the seller shall not have any liability to the buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for:

10.9.1 loss of profits;

10.9.2 loss of sales or business;

10.9.3 loss of agreements or contracts;

10.9.4 loss of anticipated savings;

10.9.5 loss of or damage to goodwill;

10.9.6 loss of use or corruption of software, data or information; and

10.9.7 any indirect or consequential loss.

10.10 save in respect of the non-excluded liabilities and subject to clause 7.4 and clauses 10.6 to 10.8 (inclusive), the seller's total liability for direct losses arising under or in connection with the contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances not exceed the price.

10.11 any goods manufactured to the design or specification of the buyer or its agents or to details taken from plans supplied by the buyer are manufactured and delivered without warranty of any kind except their compliance with such design (but subject to clause 10.11) or specification. the buyer will unconditionally, fully and effectively indemnify the seller in respect of any liabilities, damages, claims, costs or expenses, losses or demands resulting therefrom including the infringement of any patent, copyright, design, trademark or any other industrial or intellectual property rights resulting from the seller's use of such design or specification.

10.12 where the seller undertakes any design as part of the services, the seller's standard of care in respect of that design will not be greater than that which would be owed by a professional design consultant supplying the same design under a contract for the supply of that design only.

10.13 the provisions of clauses 10.1 to 10.6 (inclusive) are subject to any guarantees and/or any separate product warranty documentation the seller may issue to the buyer in respect of the goods or any parts thereof.

10.14 the provisions of clauses 10.7 to 10.9 shall survive the termination of the contract.

11. sub-contracting, assignment and third-party rights:

11.1 the buyer cannot assign or transfer any benefit, burden, interest or obligation under the contract, but the seller can assign or transfer its benefit, burden, interest or obligation arising under this contract without the consent of the buyer.

11.2 the seller reserves the right to sub-contract part or all of the provision of the goods and services.

11.3 a person who is not a party to the contract shall not have any rights under or in connection with it.

12. supply of onsite services (where included in quotation)

12.1 the supply of the services at the place of delivery shall be governed by the following conditions and the provisions of the schedule of attendances and facilities and the other provisions of the contract.

12.2 the services shall be carried out in a proper and workmanlike manner in accordance with the health and safety plan, method statements, risk assessments

and site-specific requirements as incorporated into the quotation or otherwise accepted in writing by the seller. teknorooftm ltd terms and conditions revision a: june 2020

12.3 on completion of the services, the seller will present a handover sheet to the buyer's representative at the place of delivery for acceptance. acceptance will be deemed to have occurred on presentation of this document or on commencement of any follow-on trades, whichever occurs first.

13. prevention or frustration
if the contract becomes impossible to perform or is otherwise frustrated the buyer shall be liable to pay the seller all reasonable costs, expenses, overheads and all loss of profit which the seller, its suppliers or sub-contractors incur as a result of such frustration or impossibility of performance.

14. patents and intellectual property rights

14.1 the buyer warrants that any design or instruction furnished or given by it shall not cause the seller to infringe any patent, registered design or trademark or any other intellectual property rights in the execution of the goods and services.

14.2 the exclusive property and copyright in all designs and documents produced by the seller in connection with the contract (whether before, on or after the date thereof) is fully reserved and remains exclusively the property of the seller and it is acknowledged that such documents are supplied to the buyer in confidence for the sole purpose of the contract. it is an express condition of the contract that the contents of such documents (or any part of them) shall not be used or communicated in any manner to any other person, firm or company without the seller's prior written consent and shall not be used by the buyer other than for the purposes of the contract.

15. termination

15.1 the seller may terminate the contract with immediate effect by giving written notice to the buyer if the buyer becomes subject to any of the following events:

(a) the buyer 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) 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;

(b) the buyer 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;

(c) (being a company) 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 buyer;

(d) (being an individual) the buyer is the subject of a bankruptcy petition or order;

(e) a creditor or encumbrancer of the buyer

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;

(f) (being a company) 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 buyer;

(g) (being a company) a floating charge holder over the buyer's assets has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the buyer's assets or a receiver is appointed over the buyer's assets;

(i) any event occurs, or proceeding is taken, with respect to the buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(a) to clause 15.1(h) inclusive;

(j) the buyer suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;

(k) the buyer's financial position deteriorates to such an extent that in the seller's opinion the buyer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy; or

(i) (being an individual) the buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation. 15.2 either party may terminate the contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the contract and such breach (if capable of remedy) is not remedied within 14 days.

15.3 on termination of the contract (howsoever arising), the seller shall prepare and submit to the buyer within 14 days of the date of termination an account setting out the total value of the goods and services supplied inclusive of design, manufacture and installation costs (as the case may be) and details of all loss and damage arising out of the termination (including loss of profit). after deduction of all sums previously paid to the seller by the buyer, the buyer shall pay to the seller the amount due within 28 days of its submission.

15.4 where the buyer is entitled to and does terminate the contract due to a material breach of any term of the contract by the seller, subject to any other exclusions or restrictions of liability in the contract, the seller's liability shall not exceed any reasonable costs incurred by the buyer in completing or arranging for the completion of the seller's obligations under the contract.

15.5 on termination of the contract for any reason 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 and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. law applicable

16.1 the contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of england and wales.

16.2 the seller and the buyer both agree that notwithstanding any rule of law to the contrary, the courts of england and wales will have non-exclusive jurisdiction to hear and settle any dispute or claim in relation to the contract.

16.3 the contract shall be deemed for all purposes to be a construction contract within the meaning of the housing grants, construction and regeneration act 1996 (as amended). for the avoidance of doubt, if any, the contract shall be deemed to be a construction contract even if the seller is only supplying the goods.

17. dispute resolution

17.1 mediation
subject to clause 17.2, in the event of any dispute arising between the parties in connection with the contract, the seller may, in its absolute discretion, require that the dispute should be resolved through mediation under the auspices of the adr group. if court proceedings have been issued, then the seller may require that the buyer applies to the court for a stay of the proceedings pending the outcome of the mediation. the mediator shall be agreed upon within 21 days of the seller requesting mediation, failing which either party may apply to the president of the law society to appoint a mediator. unless otherwise agreed each party shall share equally the costs of the mediator, the adr group and the president of the law society and each party shall bear their own legal and other fees and expenses incurred in relation to the mediation. if the dispute is not resolved within 28 days of the mediator's appointment, then either party may commence court proceedings or, if a stay of any existing court proceedings has been granted, both parties shall consent to the making of an application to the court to lift the stay. nothing in this clause shall prevent the seller seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

17.2 adjudication
each party has the right to refer any dispute under or in connection with the contract to adjudication at any time and either party may at any time give notice in writing (hereinafter called the 'notice of adjudication') to the other of its intention to refer the dispute to adjudication. any dispute referred to adjudication shall be conducted in accordance with the technology and construction solicitors' association ("tecsa") adjudication rules current at the time of the notice of adjudication. the chairman of tecsa shall be entitled to nominate an adjudicator on the application of the buyer or the seller, in default of agreement between them as to who should be appointed as the adjudicator. the decision of the adjudicator shall be binding until the dispute is finally determined by court proceedings or by agreement between the parties.

18. exclusions and assumptions

18.1 unless otherwise agreed in writing by the seller, the seller's obligations under the contract exclude the following items (in addition to those specified in the

schedule of attendances and facilities, if applicable) and the price is based on the following assumptions: -

18.1.1 those items not specified in the quotation to be provided by the seller which, unless agreed in writing, it shall be the buyer's responsibility to provide to the seller's requirements.

18.1.2 all building and construction work required and/or necessary to enable the seller to provide the goods and/or services must be to be carried out by or on behalf of the buyer in time for the seller to provide the goods and/or services in accordance with the terms of the contract without interruption.

18.1.3 illustrations, drawings and catalogues provided by the seller which accompany the quotation must be regarded as approximate representations only and are not binding unless otherwise stated in the quotation.

18.1.4 unless otherwise expressly stated, the quotation is based upon the assumption that manufacture will be to working sizes, supplied to the seller by the buyer. the price does not include for taking site dimensions.

18.1.5 it is assumed that the buyer will provide dry safe storage for the goods and seller's materials, and that the storage will be in the immediate working area.

18.1.6 adequate access roads are available for the seller's transport to the place of delivery.

19. non-excluded liabilities
nothing in these general conditions shall limit or exclude the seller's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the supply of goods and services act 1982;

(d) breach of the terms implied by section 12 of the sale of goods act 1979;

(e) defective products under the consumer protection act 1987; or

(f) any matter in respect of which it would be unlawful for the seller to exclude or restrict liability.

20. force majeure

20.1 the seller shall not be liable for any failure or delay in performing its obligations under the contract to the extent that such failure or delay is caused by a "force majeure event". a force majeure event means any event, circumstances or causes beyond the seller's control, which by its nature the seller could not have foreseen, or if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national and international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures,

fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or sub-contractors.

20.2 upon the occurrence of a force majeure event, the seller shall be entitled to a reasonable extension of the time for performing its obligations under the contract, provided that if the period of delay or non-performance continues for 3 months then either party may terminate the contract by giving 7 days' written notice to the other party.

21. general provisions

21.1 a waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions.

21.2 failure or delay in exercising any right under the contract shall not prevent the exercise of that or any other right

21.3 nothing in this contract shall create (or be deemed to create) a partnership or agency between the parties.

21.4 except as set out in these general conditions, no variation of the contract shall be effective unless it is agreed in writing and signed by the seller or its authorised representative.