

## **Inspired Conservatories Direct Ltd – TERMS AND CONDITIONS OF SALE**

1. Definitions and Interpretation.
  - 1.1 Unless the context does not so permit the following expressions have the following respective meanings: -
    - 1.1.1 "Additional Document" means any document (other than the Order and these Terms and Conditions) which ICDL and the Buyer agree shall form part of the Contract.
    - 1.1.2 "Buyer" means the person, firm or corporation purchasing the Products from ICDL.
    - 1.1.3 "Contract" means any contract between ICDL and the Buyer for the sale to the Buyer of the Products.
    - 1.1.4 "ICDL" means Inspired Conservatories Direct Ltd, trading under any such name as ICDL may determine from time to time.
    - 1.1.5 "Order" means the offer by the Buyer to purchase the Products.
    - 1.1.6 "Price" means the price payable for the Products.
    - 1.1.7 "Products" means any glazing products supplied or sold by ICDL.
    - 1.1.8 "Working Day" means any day except Saturday, Sunday, or any bank, customary, public, or statutory holiday.
  - 1.2 Condition headings do not affect the interpretation of these Conditions.
    - 1.3 A reference to a statute, statutory instrument, regulation, order, or licence is a reference to that statute, statutory instrument, regulation, order or licence as substituted, varied, or re-enacted from time to time.
    - 1.4 A reference to "writing" includes any facsimile or electronic mail transmission.
  - 1.5 The Contract.
  - 1.6 The Contract shall not come into existence until an order acknowledgment is issued by ICDL upon return of signed technical drawings. Terms and conditions for Finance customers may vary.
  2. These Conditions comprise the only terms and conditions upon which ICDL supplies the Products to the Buyer and shall prevail to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer at any time purports to apply under any order, confirmation of order, acceptance of quotation, specification or other document, or in any other manner.
    - 2.1 No variation to the Contract shall be binding unless agreed in writing by authorised representatives of the parties.
    - 2.2 The Contract shall comprise these Terms and Conditions and the Order, together with any Additional Document. In the event of any conflict between these Terms and Conditions and the Order, the Order shall take precedence, and in the event of any conflict between the Order or these Terms and Conditions and any Additional Document, the Additional Document shall prevail.
    - 2.3 Each Order shall be the subject of a separate Contract.
  3. Ordering.
    - 3.1 The Buyer may place all Orders in writing or electronically and shall submit them to such email address as ICDL shall specify from time to time.
    - 3.2 The Buyer shall confirm that each Order:
      - 3.2.1 specifies the exact Products being ordered;
      - 3.2.2 specifies the respective quantities of each of the Products being ordered; and
    - 3.3 ICDL is under no obligation to accept any Order, and no Order shall be regarded as having been accepted by ICDL unless and until the circumstances set out in Condition 2.1 apply.
    - 3.4 ICDL reserves the right to reject any Order at its discretion.
  4. Delivery.

4.1 Unless otherwise expressly agreed by the parties, ICDL suppliers will deliver the Products to the address specified in the Order. Unless otherwise expressly agreed, ICDL shall have no responsibility for loading or unloading the Products onto or from any vehicle.

4.2 Risk in the Products shall pass to the Buyer immediately upon delivery.

4.3 The Buyer acknowledges that any lead-time or date for the delivery of the Products specified in the Order shall not be binding upon ICDL. ICDL shall notify the Buyer of the estimated delivery date for the Products, which shall be the soonest date reasonably practicable, in the order acknowledgement issued to the Buyer pursuant to Condition 2.1. However, time for the delivery of the Products shall not be of the essence of the Contract, and the Buyer acknowledges that ICDL shall not be liable to it for any losses, costs, damages, expenses, or charges directly or indirectly suffered or incurred by the Buyer as the result of any delay in the delivery of the Products, neither shall any such delay entitle the Buyer to terminate or rescind the Contract. The Buyer has 48 hours to report any losses or damages to the product unless prior notice of a delay in reporting is provided.

4.4 It is a condition of delivery of the Products being made that the Buyer makes full payment for the Products in accordance with Condition 6.4.

4.5 In the event of any delay in unloading the Products at the delivery address arising through no wrongful act or omission on the part of ICDL, its carrier or the employees or officers of either, ICDL reserves the right to levy a charge upon the Buyer for standing time, calculated in accordance with ICDL's formula in force from time to time, details of which ICDL will provide to the Buyer on request.

5. Title to the Products Title to the Products shall pass to the Buyer once the Buyer has paid for them in full.

6. Price and Payment.

6.1 Unless otherwise expressly agreed by ICDL in writing, the Price shall be the price set out in ICDL's order acknowledgement or, if ICDL has provided a quotation, the price set out in that quotation.

6.2 The Price shall be inclusive of any Value Added Tax, all other taxes, duties, levies, and impositions of whatever nature, and, unless otherwise agreed, all costs or charges in relation to packaging, loading, unloading, carriage, and insurance, all of which amounts the Buyer shall if applicable pay in addition when it is due to pay for the Products. In addition, ICDL reserves the right to increase the Price as the result of a change in or insufficiency of the Buyer's instructions or to any variation in the cost of materials, labour, transport duties, taxes, exchange rates or any costs of whatsoever nature between the date of formation of the Contract and the date of delivery or completion of payment.

6.3 ICDL shall submit an invoice to the Buyer for the Products upon delivery or, if delivery is delayed at the request of the Buyer, on the date for delivery notified by ICDL to the Buyer.

6.4 Unless otherwise expressly agreed by ICDL in writing in advance, the Buyer shall pay the amount stated on each invoice, without any deduction or set-off of any kind, 15 working days prior to the delivery of the Products by cash, Bank transfer or credit card.

6.5 If the Buyer fails to pay in full the amount stated in any invoice issued by ICDL pursuant to the Contract, then: -

6.5.1 the Buyer shall pay interest to ICDL on all unpaid sums from the date of delivery of the Products until the day before payment is received (both after as well as before judgment) at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 together with compensation as specified in that Act and together with all reasonable costs incurred by ICDL in recovering all sums due to it under the Contract; and

6.5.2 ICDL shall be at liberty to suspend all further deliveries of products of any kind, whether pursuant to the Contract or otherwise, unless and until payment is made.

6.6 Without limiting any other right or remedy of ICDL in respect of unpaid monies, the time for payment of any sum due to ICDL pursuant to the Contract shall be of the essence of the Contract.

7. Warranties.

7.1 Subject to Condition, ICDL hereby warrants to the Buyer that the Products will, for a period of ten years from delivery, be and remain free from all material defects in quality and fitness for purpose arising from faulty materials save to the extent that such defects arise as the result of misuse of the Products or any other wrongful act or omission on the part of the Buyer or any other person.

7.2 Where any defect to which Condition 7.1 applies arises in relation to a specific component supplied to ICDL and forming part of the Products, the period of ten years referred to in Condition 7.1 shall be substituted by a period equivalent to the unexpired residue, as at the date of delivery of the Products, of any guarantee provided to ICDL by the supplier of that component.

7.3 Subject to Conditions 7.4 and 7.5, ICDL's sole liability to the Buyer in relation to any defect in the Products shall be limited, at the option of ICDL, to the replacement or repair of the Products affected or, if payment for the Products has already been made, refunding to the Buyer the Price of those Products.

7.4a **Special Conditions** ICDL are not responsible for any costs associated with fitting or installation, any complaint in regards to installation must be directed to your independent installer including any rectification of issues or problems arising.

7.4 The liability of ICDL under Condition 7.3 is conditional upon the Buyer informing ICDL of the alleged defect within two Working Days of the date on which the Buyer becomes aware, or ought reasonably to have been aware, of the same, or, where such alleged defect was apparent or ought reasonably to have been apparent on delivery, within two Working Days of delivery. ICDL has the right to repair/replace any product within 30 days from the initial date of delivery.

7.5 In the event of any difference arising between the Buyer and ICDL as to whether the Products contain any defect, the criteria to be followed in determining the matter shall be the Glass and Glazing Federation Standard.

7.6 Nothing in this Condition 7 has the effect of limiting or excluding the rights of any Buyer dealing with ICDL as consumer. In all other cases, and without prejudice to the generality of Condition 8, all warranties, conditions, or other terms implied by statute or common law in relation to the sale of goods are hereby excluded.

## 8. Limitations of Liability

8.1 Subject to Condition 8.2: -

8.1.1 ICDL's total liability to the Buyer in connection with any and all claims arising in relation to any Products shall not exceed the Price of those Products; and

8.1.2 under no circumstances shall ICDL be liable to the Buyer for loss of profit, loss of revenue, loss of bargain, loss of business or contract, diminution of goodwill or for any other economic loss (whether direct, indirect, or consequential), or for any indirect or consequential loss or damage of any kind.

8.2 Nothing in the Contract shall limit or exclude the liability of ICDL: -

8.2.1 for death or personal injury resulting from the negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) of ICDL; or

8.2.2 for fraud or fraudulent misrepresentation.

## 9. Assignment

9.1 ICDL may assign the Contract or any part of it and may sub-contract the performance of the whole or any part of its obligations under the Contract to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the express prior written consent of ICDL.

10. Force Majeure ICDL reserves the right to defer the date of delivery of the Products, to cancel the Contract or to reduce the quantity of the Products delivered in each case without liability to the Buyer if it is prevented from or delayed in the delivery of any Products due to circumstances beyond its reasonable control.

## 11. Notices.

11.1 All communications between the parties regarding the Contract or the Products shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or electronic mail (subject to Condition 11.3): -

11.1.1 in the case of communications to ICDL, to its registered office or such other address as may be notified to the Buyer by ICDL; or

11.1.2 in the case of communications to the Buyer, to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in the Order, or if applicable such other address as shall have been notified to ICDL by the Buyer.

11.2 Communications shall be deemed to have been received:

11.2.1 if sent by pre-paid first-class post, on the second Working Day after posting (exclusive of the day of posting); or

11.2.2 if delivered by hand, on the day of delivery (or, if the actual time of delivery is after 16.00 hours local time or the day of delivery is not a Working Day, on the next Working Day); or

11.2.3 if sent by fax or electronic mail on a Working Day and received prior to 16.00 hours, at the time of transmission, and otherwise on the next Working Day.

## 12. Intellectual Property.

All present and future intellectual property rights and rights of a like nature in the Products, and all know-how and technical information relating thereto shall, as between ICDL and the Buyer, be and remain vested in ICDL absolutely.

## 13. General.

13.1 The documents specified in Condition 2.4 constitute the entire agreement between ICDL and the Buyer for the supply of the Products, and supersedes any previous agreements, arrangements, understandings, representations, or statements. Each

party warrants that it has not entered into the Contract in reliance upon any statement, promise, warranty, or representation not having effect as an express provision of the Contract.

- 13.2 Each right or remedy of ICDL under the Contract is without prejudice to any other right or remedy that it may have whether under the Contract or not.
- 13.3 Except as expressly provided in these Conditions, the rights and remedies contained in these Conditions are cumulative and shall be in addition to every other right or remedy provided by law or otherwise.
- 13.4 All information of whatever kind and in whatever form supplied directly or indirectly by ICDL to the Buyer, or which comes to the Buyer's attention by any other means, and in any way concerning the business or products of ICDL (together, "Information"), shall be held and maintained by the Buyer in strict confidence at all times. For the avoidance of doubt the existence and terms of the Contract shall constitute "Information". The Buyer shall not disclose and shall procure that its employees and officers do not disclose, Information to any third party without the express prior written consent of ICDL.
- 13.5 If any provision of the Contract is found by any court or tribunal of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable, or unreasonable it shall be deemed severed and the remaining provisions of the Contract shall continue in full force and effect.
- 13.6 Any failure or delay by ICDL in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by ICDL of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it

1. Basis of sale.
  - 1.1 These Terms apply to your Orders for, and purchases of, Products and Services in connection with ICDL.
  - 1.2 These Terms and conditions are in accordance with the standard ICDL Terms & conditions.
  - 1.3 Please check that your Order (and where relevant your Quotation) is complete and accurate before you commit yourself to your confirmed Order.
  - 1.4 Your Quotation is an offer to purchase from us. When you confirm and place an Order with us, you do so in accordance with these Terms, subject to our acceptance of your Order.
  - 1.5 Unless we have notified you that we do not accept your Order or you have cancelled it, we accept your Order on the date of the confirmation of the Order and we start to provide the Services or manufacture the Products to your specification.
  - 1.6 These Terms (and our agreement) will become binding between you and us when we accept your Order as described in the preceding paragraph.
  - 1.7 We may choose not to accept your Order for any reason, and we will not be liable to you or to anyone else in those circumstances.
  - 1.8 If we accept your Order, we have a legal duty to supply any Products ordered in conformity with our agreement.
  - 1.9 These Terms are between you and us, regardless of whether a third party pays for the Order.
5. Prices, payment, and availability
  - 5.3 All prices include applicable VAT.
  - 5.4 Prices for Products include delivery charges unless expressly stated otherwise.
  - 5.6 We may update prices at any time. Despite our best efforts, we may occasionally misprice our Services and/or Products. If this happens then we will not be obliged to supply the Services and/or Products at the incorrect price or at all. We will (at our discretion) either cancel your Order (and credit or refund the price you have paid) or endeavour to contact you and ask you whether you wish to continue with the Order at the correct price. If we are unable to contact you or you do not wish to continue with the Order at the correct price, we will cancel your Order and credit or refund the price you have paid.
- 5.10 All Products are subject to availability. If you order Products, which are not available for delivery, we will take reasonable steps to contact you to discuss how you wish to proceed. You will have the option to wait until the Products are available or cancel your Order for those Products.
6. Delivery/Start of work

6.1 We will take reasonable steps to meet any estimated date(s) set out on the Order or as otherwise agreed between us for starting the Services. Subject to availability and our Delivery Terms, where our suppliers have agreed to deliver Products, we will use reasonable endeavours to do so on any specified date. Occasionally these date(s) may be affected by factors beyond our reasonable control and so these date(s) cannot be guaranteed. We do not recommend removing fixtures and fittings until shortly before the Services are due to start.

6.2 We will deliver direct to site / or a pre-agreed suitable location with sufficient storage space with prior agreement with the buyer. Please note it is your responsibility to ensure that adequate time has passed from delivery to arrange your installation, this may be as a DIY project or as a fitted project, however as per special conditions 7.4a we are not liable for any affiliated costs or associated costs in regards to third party installation.

6.3

If we are unable to start the Services or deliver the Products (where applicable) as a result of your action or inaction (for example, you are not present at the property or you have not cleared the area where the Services are to be provided), we will need to arrange a subsequent visit to complete the provision of the Services or deliver the Products and we will charge you a further fee for this.

6.4

Unless we have agreed otherwise, Products must be signed for on delivery by a person aged 18 or over. Delivery will be completed when we deliver the Products to the address you specified in your Order.

6.5

For reasons of health and safety and to avoid any property damage, certain Products can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make arrangements for a suitable delivery location on site / property, we also advise that you must have a minimum of 2-3 able bodied people to accept deliveries.

7.

Risk and ownership

7.1 You will need to safely and properly store any Products, which are delivered to you before Services start (where applicable).

9.

Faulty Products

9.1 On receipt of the Products you must check they match your Order. If there is any problem, or if they are defective or damaged you must notify us as within 48hrs where possible.

10.

Our right to cancel

10.1 We may cancel our agreement by notice in writing to you if you are in breach of your agreement with us, you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon cancellation, any money due to us in respect of our agreement which has been cancelled shall become immediately due and payable and we shall be under no further obligation to provide Products, Services or Surveys to you, provided that where you have paid for Products, Services and/or Surveys in advance of our cancellation of our agreement, we shall, at our discretion, supply those Products to you or cancel the provision of the same and refund the price you paid.

11.

Use of your personal information

11.1 In the course of our dealings with you we will collect and process personal information about you, including to administer and process your Order, and to provide the Products. If Products and/or Services are provided by a third party on our behalf, your personal information will be passed to the third party for those purposes. We may also engage third parties to verify and audit the Services that are performed for quality control and regulatory purposes; in these circumstances, your personal information will be disclosed to the third party.

11.2 Calls to our contact centre may be monitored and/or recorded for quality control and training purposes.

12.

General

12.1 We will not be liable or responsible for any failure to perform, nor for any defect or damage to Products, or for any failure or delay in supply or delivery of Products, in each case that is caused by events outside our reasonable control (including, without limitation, the following to the extent these are outside our reasonable control: accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).

12.2 Natural products may show some colour variations. To the extent permitted by law, we accept no liability for any discolouration or variation in the colour of natural products.

12.3 We will take reasonable steps to display as accurately as possible the colours, appearance and other detailing of our Products (and their packaging) in the images that appear on the Website and in our catalogues and other media. However, we do not guarantee that the images, appearance and other detailing that appear on the Website and in our catalogues and other media will exactly reflect the colour, appearance or detailing of the physical Product (or its packaging). Your Products (and their packaging) may vary slightly from those images.

12.4 Any information on the Website and in our catalogues and other media regarding sizing, weights, capacities, specifications, dimensions and measurements of Products is included as a guide only. If you are concerned about the precise size, weight,

capacity, specifications, dimensions or measurements of any Product you require, we recommend that you contact us prior to placing an Order and/or purchasing a Product.

12.5 No person other than you and ICDL shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. 12.6 We may update, vary and amend these Terms from time to time without prior notice. When you place an Order, the Terms in force at that time will apply (as set out on our Website). Please check our Website to ensure that you understand which Terms apply.

**All fees in relation to third-party installers are to be paid directly to the third-party installer and are in addition to Inspired Conservatories Direct Ltd invoices. As per 7.4a**

Please sign and return a copy of our Terms and Conditions.

Customer Name:

Signature:

Date: