

## Terms & Conditions of Supply

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### 1. DEFINITIONS

"Goods" means any goods and/or services provided by the Company as ordered by the Client

"Company" means Spanlite Projects Limited

"Client" means the person, firm or company placing an order with the Company

### 2. APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Client.

### 3. FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Client's contract with the Company. Terms and conditions on the Client's order form or other similar document shall not be binding on the Company. Acceptance of goods or services shall be deemed as acceptance of these terms and conditions in their entirety unless written agreement to any changes is obtained from the Company.

### 4. QUOTATIONS

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve. Where imported goods are specified the Company reserves the right to pass on losses due to currency conversion.

### 5. RIGHT TO SUB CONTRACT

The Company has an absolute right to subcontract all or any part of the work contracted for.

### 6. TIMETABLE

The Company will use its best endeavors to supply the services or materials to the Client within the quoted time but time will not be of the essence of the contract.

### 7. COPYRIGHT

The Client acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by United Kingdom and international copyright and patent laws, international treaty provisions and all other applicable national laws.

### 8. RISK OF LOSS

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods. Where goods are stored on site it is the responsibility of the Client to provide adequate safe storage loss or

## **9. MATERIALS SUPPLIED BY CLIENT**

Where materials are supplied by the Client these will remain at the clients risk until installed no liability will be accepted for damage to these goods unless by negligence or misuse by the Company's staff or sub-contractors.

## **10. DEPOSITS AND PRO FORMA PAYMENTS**

Where a deposit or pro forma payment is required goods will not be ordered until cleared funds are received by the Company where this arises the date for the completion of the works shall be adjusted accordingly.

## **11. PAYMENTS**

11.1 All invoices of the Company shall be paid by the Client within fifteen (15) days of the date of invoice except as detailed in clause 10 unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of four (4) percent above the Base Rate of Barclay's Bank plc in force from time to time from the due date until the date of payment. Alternatively, for invoices unpaid 30 days after the due date, the Company may impose a surcharge equal to 2.5% of the outstanding amount.

11.2 If any amount of the invoice is disputed by the Client the, Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods or completion of the works and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms.

11.3 Where the Company requires payment of a deposit, the Client acknowledges that the deposit is not returnable.

11.4 All fees and goods supplied are exclusive of Value Added Tax which will be added to invoices where appropriate at the rate set by Her Majesty's Revenue and Customs.

11.5 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

## **12. CANCELLATION**

In view of the nature of the service, any order - once confirmed by the Company - is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred by the Company or due and payable on cancellation of materials. Where materials are job specific and not capable of cancellation by the Company the Client will be liable for the cost of these materials.

## **13. DELIVERY**

13.1 Delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Client at his premises or to a site specified by the Client or to a courier or postal agent. The Company will be entitled to charge the Client for any expenses of delivery other than normal postage charges.

13.2 Notification of delivery, passing to a courier or posting may be given verbally, by telephone or by electronic means. Such notification shall be accepted as proof of delivery in accordance with provisions of 13.1

#### **14. INSTALLATION**

Where the contract specifies connection to a power supply the Client shall be responsible for the provision of a safe supply. The Company shall not be held liable for damage to materials or persons caused by connection to an incorrect electrical supply.

#### **15. NOTICE**

All written notices to be served on or given to the client shall be sent or delivered to the client's principle place of business and shall be treated as having been given upon receipt.

#### **16. LOSS OR DAMAGE TO SUPPLIES**

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client).

#### **17. PROVISION OF SAMPLES**

17.1 Unless agreed and indicated in writing by the Company, the Client (and their clients) shall be entitled to use the any samples provided only for the purpose of conducting testing or evaluation. The Client shall not otherwise be entitled to store, pass on (whether to his/her client or other person) or use the materials.

17.2 The Client shall bear responsibility for ensuring that all usage of information contained within any samples is in accordance with and does not contravene any Data Protection or other laws, regulations or other trade customs and practices. The Company bears no liability for any omissions or faults in these respects.

17.3 Where samples are provided these must be returned at the request of the Company in saleable condition where not returned or returned damaged the full cost of these shall be payable by the Client.

#### **18. CONFIDENTIALITY**

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information or material which is or becomes public knowledge other than by breach by a party of this clause.

#### **19. EMPLOYMENT OF PERSONNEL**

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee or sub contractor of the Company directly associated with delivery or installation of the Goods.

#### **20. WARRANTY**

20.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client.

20.2 The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

20.3 All goods are supplied subject to the warranties of the Company's suppliers. The Client warrants that it is aware of the limitations of use, any legal requirements as regards use of goods for its specific purpose and any tolerances regarding size or flexibility of the product.

## **21. AFTER SALES CARE**

The Client acknowledges its sole responsibility for the care of the goods following supply. The Company accepts no liability in respect of damage caused due to electrical faults in the supply to equipment, connection to an incorrect supply, other misuse, inappropriate cleaning methods or damage due to water ingress.

## **22. LIMITATION OF LIABILITY**

22.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning installation or use of the Goods. Any liability of the Company shall in any event be limited to the cost of materials supplied.

22.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

22.3 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

## **23. FORCE MAJEURE**

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

## **24. GOVERNING LAW**

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts