

# CONSERVATREE4U – STANDARD TERMS AND CONDITIONS OF SALE

## 1. GENERAL

- (a) In these conditions “the Company” means ‘Conservatree4u’ a trading name of Tremendous Industries Limited, the “customer” means the individual, firm, company or other party with whom the company contracts.
- (b) These terms shall prevail over any other terms or conditions including any customer’s terms or conditions and shall be deemed incorporated in any dealings by the company with its customers.
- (c) Any quotation or estimate given by the company is an invitation to the customer to make an offer only and no order of the customer placed with the company in pursuance of a quotation or estimate or otherwise will be binding on the company unless and until the company accepts it.
- (d) The company reserves the right to correct any clerical or typographical error made by its employees at any time.
- (e) No person other than the company’s owner has the authority to change these terms. Accordingly these terms may not be changed without the specific written agreement of the company signed by the company’s owner.
- (f) The company reserves the right to alter these terms and conditions at any time without prior notification or consent.

## 2. PAYMENT

- (a) All orders will be subject to a deposit of 25% of the full order value or five hundred pounds (£500.00) whichever is the greater, at the point of order unless otherwise agreed by the company
- (b) Any orders with a full order value of less than one thousand pounds (£1000.00) are subject to strictly full settlement of full order value at point of order, unless otherwise agreed by the company.
- (c) Terms are strictly full settlement of outstanding balance at the request of the company and no less than 10 working days prior to despatch unless otherwise agreed by the company.
- (d) In the event of non-payment the company may charge interest on all monies outstanding for the whole of the period from the date of delivery to actual payment at a rate of five per cent above the minimum base rate of Royal Bank of Scotland plc.

## 3. PRICES

- All prices unless otherwise stated are quoted:
- (a) Inclusive of VAT.
- (b) Inclusive of delivery, carriage and insurance charges, with the exception of the geographical regions outside mainland UK, including but not limited to; The Channel Islands, Northern Ireland, Isle of Man, Isle of Wight, Orkney, Shetland and Scottish Isles or Highlands. Some areas of Scotland may also incur a Delivery charge. Charges for non inclusive areas on application. Notification will be given by the company of any delivery charge incurred prior to completion of the order.
- (c) Goods will be invoiced at the price ruling at the date of despatch and the right is reserved to amend such prices without notice if necessary.
- (d) Unless otherwise specified (in the case of special offers, deals or by prior agreement with the company), valid for a period of 30 days from quotation.
- (e) All prices which fall outside the criteria listed previously in this clause 3 are subject to change at the discretion of the company without prior notification or consent.

## 4. CARRIAGE

- (a) On all orders of a net value of under one thousand pounds (£1000.00), the company reserves the right to levy a flat rate charge towards the cost of packaging and carriage. Details available on request.

## 5. DELIVERY

- (a) The Company may deliver or complete any order in stages or instalments and each delivery shall be treated as a separate Contract.
- (b) No guarantee of any kind is given as to the times and dates of any delivery.
- (c) No claim in respect of any failure or lateness in delivery will be entertained or payable by the company.
- (d) If the company is delayed or prevented from delivering the goods due to any circumstances whatever (whether or not involving the companies negligence) which are beyond the company's reasonable control and which prevent or restrict the company from complying with the contract, the company may cancel or suspend delivery of the goods comprised in the customer's order without notice and without liability.

## 6. RISK & TITLE

- (a) The risk in respect of all goods shall pass to the customer at the time of delivery.
- (b) Title to and property in goods supplied by the company shall remain vested in the company (notwithstanding the delivery of the goods and the passing of risk in them to the customer) until such time as all sums due to the company from the customer have been paid in full.
- (c) Until the title to and property in the goods pass to the customer the following provisions shall apply:
  - (i) The company reserves the immediate right at any time of repossession of any goods to which it has retained title and thereafter to resell the same and for this purpose the customer hereby grants an irrevocable right and licence to the company's employees and agents to enter at any time upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the company hereunder or otherwise.
  - (ii) Whilst the goods remain the property of the company, the customer shall insure the goods against all usual risks for an amount equal to or greater than the purchase price and hold the proceeds of such insurance on trust for the company.

## 7. DEFECTIVE GOODS

The customer shall examine the goods as soon as is reasonably practicable after delivery. The customer shall notify the company of any damage, loss or shortage of the goods within 14 days of receipt. After this period, the customer will be deemed to have accepted the goods in satisfaction of the corresponding order. Within 14 days of the company's request, the customer will return any damaged goods to the company (or any nominated location as specified by the company). The company's liability (if any) will be limited to replacing or (at its option) repairing or giving credit for such goods. The customer will not be entitled to make any claim against the company for indirect or consequential loss (including loss of profits and other economic loss) arising out of any loss, damage or shortage.

## 8. WARRANTIES

- (a) Under these terms, 'warranty' or 'warranties' refer to the manufacturer's product warranty. No warranty is issued on the grounds of product installation (this is solely the responsibility of the customer to ensure that an agreement is made with any third party installation company or individual). Furthermore, no warranty will be given on the grounds of or relating to the interpretation of any documents issued in line with the product purchase.
- (b) The company warrants that, for no less than a period of ten years (two years for hardware items) from the date of despatch, the goods (where goods refer to product profiles, glass units and polycarbonate glazing sheets) shall be of satisfactory quality and conform to any specification agreed by the company in writing and that they will be within the normal limits of industrial quality products.
- (c) Any goods which are not deemed to be covered under clause 8(b), including but not limited to furniture and electrical items, will carry the normal manufacturer's warranty. Details of which will be provided on request.
- (d) Where glass defects are reported by the customer the guidelines of the G.G.F. and Pilkington Brothers Plc will be deemed as the inspection criteria. The company will not be liable for defects, which fall outside these guidelines. Important: The customer shall ensure that any double glazed glass units that are not to be fully installed within 2 days of receipt must be stored in a safe dry environment out of direct sunlight in conjunction with the recommendations of the G.G.F, failure to comply will invalidate the warranty.
- (e) The liability of the company for breach of such warranty or under any claim in respect of any defect in the goods shall be limited to replacement of the defective goods or at the company's option to reimbursement of the price paid by the customer for those goods. The customer shall not be entitled to make any claim in respect of any such defect unless the claim is notified to the company in writing within one month of the awareness of the defect.

## 9. LIABILITY/THIRD PARTY CLAIMS

- (a) The company shall not be liable, in contract, tort or otherwise, for any representations, advice or assistance given (under this contractor otherwise, and whether before or after the date of the contract) by or on behalf of the company in connection with the goods or the contract.
- (b) The customer shall indemnify the company against any liability incurred by the company in relation to any third party claims arising from the use made of or dealings by the customer in the goods (irrespective of whether they involve the negligence of the company, its agents or employees), unless solely arising from the company's wilful default or defects in material or workmanship of the goods.
- (c) Save as expressly provided herein and without prejudice to any other limitation of the company's liability (whether effective or not), the full extent of the company's liability shall be as provided in this clause 9(c): -
  - (i) The company accepts that it will be liable for death and/or personal injury caused by its negligence without limit
  - (ii) The company's total aggregate liability in connection with the goods or the contract (in contract, tort or otherwise and whether or not related to any negligence or other act, default or omission of the company or its employees or agents) is limited to the invoice price for the goods.
  - (iii) In no circumstances whatever shall the company be liable (in contract, tort or otherwise and irrespective of any negligence or other act, default or omission of the company or its employees or agents) for any indirect or consequential losses (including loss of goodwill, business or anticipated savings), loss of profits or use, or any third party claims, in connection with the goods or the contract; and
  - (iv) Save as expressly provided herein, the company will have no further or other liability in respect of any direct or consequential loss or damage (including loss of profits and other economic loss) sustained by the customer arising from or in connection with any defect, failure or error in the goods and all other warranties, obligations, representations, liabilities, terms or conditions (whether express or implied) in connection with the goods (including, without limitation, any relating to satisfactory quality, fitness for purpose, conformity with description or sample, care and skill or compliance with representations, but excluding implied statutory warranties relating to title) are hereby expressly excluded.

## 10. INSOLVENCY BREACH OF CONTRACT AND CANCELLATION

If the customer fails to make any payment to the company for the goods on the due date or otherwise commits any breach of the contract and shall fail to remedy such breach (if capable of such remedy) within a period of thirty days from receipt of notice in writing from the company requesting such breach to be remedied or enters into any arrangement with creditors or goes into liquidation or passes any resolution for winding-up or becomes subject to a receiving order or becomes bankrupt: -

- (a) The company may without notice cancel the order and any other orders which may be outstanding between the customer and the company
- (b) In the event of such cancellation the company shall be entitled to reclaim the goods in accordance with the provisions of condition 6(c) above.
- (c) The customer shall remain liable to pay to the company the full purchase price of the goods less the disposal value received by the company for the whole or part of the goods in its possession or reclaimed by the company under condition (b) above.

## 11. WAIVER

No waiver or forbearance by the company (whether expressed or implied) in enforcing any of its rights under this Contract shall prejudice its rights to do so in the future.

## 12. ASSIGNMENT

The customer shall not be entitled without the prior written Consent of the company to assign its rights under a relevant contract including these conditions.

## 13. FORCE MAJEURE

Neither party shall be liable for defaults due to any act of God, war, strike, lock out, industrial action, fire, flood, Drought, tempest, or other event beyond the reasonable control of either party.

## 14. SEVERANCE

Any provision of this contract, which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not effect any other provisions of this contract.

## 15. APPLICABLE LAW

These conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and the company and the customer irrevocably submit to the exclusive jurisdiction of the English Courts.