

THE MAIN COMPANY TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES TO BUSINESS CUSTOMERS

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Acceptance	has the meaning given to it in clause 3.1.3.
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity.
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national.
Assumptions	means each and all of the following as applicable in respect of any Quotation: (a) those assumptions made by The Main Company in respect of that Quotation or any part thereof and/or any Goods and/or Services to be supplied in respect of the same as identified therein; and (b) any and all of the Standard Assumptions save only those expressly disappplied in the Quotation in question.
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England.
Change Control Process	means the process for amendment or variation of the terms of the Contract set out at clause 14.
Change Order	has the meaning given to it in clause 14.1.
Commencement Date	has the meaning given to it in clause 3.2.6.
Conditions	means The Main Company's terms and conditions of sale set out in this document.
Confidential Information	means any commercial, financial or technical information, information relating to the Goods and/or Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract.
Contract	means this agreement between The Main Company and the Customer for the sale and purchase of the Goods and/or Services incorporating the information and terms contained in any Acceptance, Quotation and/or Schedule of Works issued in accordance with these Conditions (as amended in accordance with these Conditions), and including all schedules, attachments and

annexures provided by The Main Company.

Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly.
Controller	shall have the meaning given in applicable Data Protection Laws from time to time.
Customer	means the person or firm who purchases the Goods and/or Services (as the case may be) from The Main Company.
Customer Dependencies	means each and all of the following as applicable in respect of any Quotation: <ul style="list-style-type: none">(a) those goods, materials, services, facilities, access and permissions (including, without limitation, planning permissions and building regulations consents and other official authorisations in each case) to be provided by the Customer in relation to the provision of Services including the installation of the Goods at the Delivery Location set out in as identified therein; and(b) any and all of the Standard Dependencies save only those expressly disappplied in the Quotation in question.
Customer Materials	all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to The Main Company in connection with the Contract, including those materials listed in clause 3.2.1.
Data Protection Laws	means, as binding on either party or the Goods and/or Services: <ul style="list-style-type: none">(a) the UK GDPR;(b) the Data Protection Act 2018;(c) any laws which implement or supplement any such laws; and(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
Data Protection Supervisory Authority	means any regulator, authority or body responsible for administering Data Protection Laws.
Data Subject	shall have the meaning in applicable Data Protection Laws from time to time.
Delivery Location	means the address or addresses for delivery of the Goods and performance of the Services as set out in the Acceptance or Quotation, as applicable and as may be varied from in accordance

with the Conditions.

- Deposit** means, where applicable, the amount specified in the Quotation pursuant to clause 3.2.3(e).
- Documentation** means any descriptions, instructions, manuals, literature, technical details, drawings or other related materials supplied in connection with the Goods and/or Services.
- Exclusions** means each and all of the following as applicable in respect of any Quotation:
- (a) those goods, services, issues, considerations, variable or unascertained costs and/or circumstances and/or matters expressly identified as not covered in or disregarded for the purpose of any Quotation or any part thereof and/or any Goods and/or Services to be supplied in respect of the same as identified therein; and
 - (b) any and all of the Standard Exclusions save only those expressly stated not to apply in the Quotation in question.
- Force Majeure** means any event or sequence of events beyond a party's reasonable control and which prevents it from, or delays it (or their Affiliate(s)) in, performing its obligations under this Contract including, but not limited to:
- (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster;
 - (b) an act of any sovereign including war (or threat of, or preparation for war), armed conflict (or threat of, or preparation for, armed conflict), invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation;
 - (c) acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot);
 - (d) civil emergency (whether an emergency be declared or not);
 - (e) fire or explosion (other than, in each case, one caused by breach of contract by, or with the assistance of, the party seeking to rely on it as a force majeure event or by a member of the same group as such party);
 - (f) adverse weather conditions;
 - (g) law, or governmental order, rule, regulation. restriction or direction, judgment, order or decree;

- (h) epidemic, endemic or pandemic;
- (i) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott other than by a member of the same group as the party seeking to rely on it as a force majeure event;
- (j) failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract; or
- (k) cyber attack, incident or intrusion,

but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

Goods

means the goods and related accessories, spare parts and Documentation and other physical material set out in:

- (a) the Quotation (as may be varied from time to time in accordance with the Conditions) if the order process in clause 3.2 is applicable; or
- (b) the Acceptance if the order process in clause 3.1 is applicable,

and to be supplied by The Main Company to the Customer in accordance with the Contract.

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled; and
- (f) in whichever part of the world existing.

IPR Claim

has the meaning given in clause 12.7.

Order

means the Customer's order for the Goods and/or Services made in accordance with the terms of clause 3.1.2 or clause 3.2.5 as applicable.

Personal Data	has the meaning given in the applicable Data Protection Laws from time to time.
Personal Data Breach	has the meaning given in the applicable Data Protection Laws from time to time.
Price	has the meaning given in clause 4.1.
processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process , processed , and processes shall be construed accordingly).
Processor	has the meaning given to it in applicable Data Protection Laws from time to time.
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of The Main Company's obligations under the Contract.
Quotation	means the quotation document issued by The Main Company in accordance with clause 3.2.3 as may be varied from time to time in accordance with clause 3.2.7 and/or clause 14.
Schedule of Works	means the document referred to in clause 3.2.7, as may be amended in accordance with these Conditions.
Services	means the services to be supplied by The Main Company to the Customer in accordance with the Contract.
Specification	means the description or documentation provided for the Goods and/or Services, including where applicable design drawings, set out or referred to in the Schedule of Works.
Standard Assumptions	means those assumptions set out at Part 1, Schedule 2 which shall apply in respect of each Quotation save to the extent any of the same are expressly disapplied therein.
Standard Dependencies	means those goods, materials, services, facilities, access and permissions (including, without limitation, planning permissions and building regulations consents and other official authorisations in each case) to be secured or provided by the Customer in relation to the provision of Services including the installation of the Goods at the Delivery Location set out in Part 2, Schedule 2 which shall apply in respect of each Quotation save to the extent any of the same are expressly disapplied therein.
Standard Exclusions	means those goods, services, issues, considerations, variable or unascertained costs and/or circumstances and/or matters set out at Part 3, Schedule 2 which shall be excluded from the terms of each Quotation save to the extent any of the same are expressly stated not to apply therein.
Sub-Processor	means any agent, subcontractor or other third party (excluding its

employees) engaged by The Main Company for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

The Main Company means The Main Company (York) Limited, registered in England and Wales with company number 08456256 and registered office at The Green, Green Hammerton, York, YO26 8BQ.

UK GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

VAT means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services.

Warranty Period has the meaning given in clause 9.1.

- 1.2 In these Conditions, unless the context otherwise requires:
- 1.2.1 a reference to the Contract includes where applicable these Conditions, the Acceptance, the Quotation, the Schedule of Works and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
 - 1.2.3 a reference to a 'party' means either The Main Company or the Customer and includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 a reference to a gender includes each other gender;
 - 1.2.7 words in the singular include the plural and vice versa;
 - 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.9 a reference to 'writing' or 'written' includes email;
 - 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
 - 1.2.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

1.3 This Contract shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2 Application of these Conditions

2.1 These Conditions apply to and form part of the Contract between The Main Company and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, included, referred to or otherwise contained in the Customer's purchase conditions, Order, confirmation of order, specification or other document shall form part of the Contract except to the extent that The Main Company otherwise expressly agreed in writing.

2.3 Marketing and other promotional material relating to the Goods and/or Services are illustrative only and do not form part of the Contract.

3 Basis of Contract

3.1 Where the Customer is purchasing **Goods only** (without the purchase and/or benefit of any services provided by The Main Company, including design services or installation services) the order and acceptance process in this clause 3.1 shall apply.

3.1.1 The Goods are described in their specification published in The Main Company's brochures and/or website as may be modified from time to time. The Main Company reserves the right to amend the specification in respect of its Goods if required by any applicable statutory or regulatory requirement.

3.1.2 The Customer shall place an Order:

- (a) in-store or otherwise in-person with an authorised representative of The Main Company;
- (b) by telephone using the telephone number published on The Main Company's website for this purpose;
- (c) in writing by email to sales@maincompany.co.uk or any other email address notified to the Customer by The Main Company from time to time for this purpose; or
- (d) by means of The Main Company's website using the functionality available for this purpose,

and shall specify the type and quantity of Goods ordered.

3.1.3 The Main Company may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until The Main Company

issues a written acceptance of the Order in the form of a confirmation email or document specifying that this constitutes acceptance of the Order and containing details of the Goods in the Order, quantity of Goods in the Order, an Order number, delivery details (including, without limitation, the address for delivery), billing details, payment terms (if applicable), summary of charges (including, without limitation, the price of the Goods) and Customer contact details (**Acceptance**), at which point the Contract shall come into existence.

3.1.4 The Main Company may issue a written receipt of the Order and/or other communications proposing amendments to the Order prior to acceptance which, for the avoidance of doubt, shall not constitute written acceptance of the Order.

3.1.5 Rejection by The Main Company of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

3.1.6 If The Main Company does not accept an Order for any reason, it shall notify the Customer of this promptly. If the Customer has already paid for the Goods in the Order prior to it being rejected, The Main Company shall refund the Customer in full including any applicable delivery costs for Goods which will not be supplied as soon as possible.

3.2 Where the Customer is purchasing **Goods and Services** or **Services only** (including where applicable design services and/or installation services), the order and acceptance process in this clause 3.2 shall apply.

3.2.1 Following an enquiry by the Customer, the Main Company may request from the Customer certain information and documentation it requires before it can provide a Quotation which might include:

- (a) architectural drawings and/or plans;
- (b) details and/or desired specification of the Goods;
- (c) details of the Services required; and
- (d) where applicable, details in relation to the wider project or development which the Goods and/or Services will form part of,

and if the Customer does not promptly provide all information, documentation and/or consents reasonably requested by The Main Company, The Main Company shall be under no obligation provide a Quotation to the Customer.

3.2.2 Upon receipt of all the information and documentation required pursuant to clause 3.2.1, The Main Company may provide a Quotation for the Customer's consideration.

3.2.3 A Quotation issued by The Main Company in accordance with clause 3.2.2 may contain the following information:

- (a) basic CAD design drawing (which may consist of or comprise a variation or adaptation of Customer Materials provided in accordance with clause 3.2.1);
- (b) description or outline specification for the Goods and Services;
- (c) estimate of Price of the Goods and Services;

- (d) estimate delivery costs; and
 - (e) Deposit amount required form the Contract,
- and shall be expressly subject to the Assumptions and the Customer Dependencies and exclude any provision or responsibility for or consideration of the Exclusions in each case.
- 3.2.4 A Quotation shall only be valid for a period of 30 Business Days from its date of issue unless otherwise agreed between the parties in writing.
- 3.2.5 The Order and payment of the Deposit to The Main Company constitutes an offer by the Customer to purchase Goods and/or Services as set out in the Quotation (which may be subject to change in accordance with clause 3.2.7) in accordance with these Conditions.
- 3.2.6 The Main Company may accept or reject an Order at its discretion. The Order shall only be deemed to be accepted when The Main Company issues written acceptance of the Order, such as a confirmation or acknowledgement email, at which point and on which date the Contract shall come into existence (**Commencement Date**). If The Main Company rejects an Order, it shall return any Deposit paid to the Customer promptly.
- 3.2.7 Following the Commencement Date, The Main Company shall, where applicable, use its reasonable endeavours to agree an appointment with the Customer to attend the Delivery Location to obtain all measurements and other information reasonably required by The Main Company to enable it to undertake the design and development of the “**Schedule of Works**” in accordance with the Quotation, which may contain amongst other things;
- (a) the Specification including, where applicable, design drawings;
 - (b) estimated delivery date and/or timescale in relation to the Goods;
 - (c) details relating to the availability and provision of specified Services; and
 - (d) a payment schedule,
- and a Change Order in the form of a revised Quotation pursuant to clause 14.3 and the process outlined in clause 14.
- 3.2.8 The parties shall use reasonable endeavours to agree the Schedule of Works, including the Specification.
- 3.2.9 The Customer acknowledges that it is the Customer's sole responsibility to determine that the Goods, Services and Specification are suitable for its needs.
- 3.2.10 Acceptance of the Schedule of Works shall occur when the Customer notifies its agreement to The Main Company in writing or otherwise, or if sooner instructs The Main Company to progress with delivery of the Goods and/or performance of the Services. On acceptance of the Schedule of Works, in accordance with this clause 3.2.10, the Schedule of Works shall form part of the Quotation and the Customer expressly acknowledges that acceptance of the Schedule of Works and the revised Quotation are one and the same.
- 3.2.11 If the Customer does not accept the Schedule of Works and/or the Change Order (in the form of a revised Quotation) provided pursuant to clause 3.2.7:

- (a) The Main Company shall charge the Customer an amount up to 5% of the Price stated in the Quotation as a contribution to its costs for Services supplied which The Main Company shall be entitled to:
 - (i) Deduct from the Deposit (where the Deposit is the same as or greater than the amount charged under this clause 3.2.11(a)) and promptly refund the Customer the remaining amount of the Deposit if any; or
 - (ii) where the Deposit amount is less than the amount charged under this clause 3.2.11(a)), retain the Deposit in full and issue an invoice to the Customer for an amount equal to the difference between the Deposit and the amount charged under this clause 3.2.11(a); and
- (b) the Contract shall be liable to be terminated in accordance with clause 14.6.

3.3 The Main Company reserves the right to amend the Schedule of Works at any time:

3.3.1 if required by any applicable statutory or regulatory requirement, and in such circumstances The Main Company shall notify the Customer and discuss with the Customer if it can minimise the impact of such changes on the Schedule of Works; and

3.3.2 where the Quotation is expressed or deemed to include any Assumptions and/or any Exclusions and/or Customer Dependencies and:

- (a) any Assumption proves to be incorrect or incapable of being fulfilled or not the case for any reason (including, without limitation, as a result of matters not known to The Main Company at the time the Quotation was issued or previously revised);
- (b) any goods or services, facts, matters or circumstances which form part of the Exclusions need to be incorporated into or allowed for in or in respect of any necessary works or arrangements for the provision of the Goods and/or the Services or otherwise in connection with the Contract and therefore need to be incorporated within a revised Quotation; and/or
- (c) any Customer Dependencies are not available from or provided by the Customer for any reason,

in which event The Main Company shall be entitled to provide a Change Order in the form of a revised Quotation in accordance with the Change Control Process and the terms of clause 14 shall apply in respect of the same.

3.4 The Main Company reserves the right to substitute any Goods stated in the Schedule of Works for any equivalent or substantially similar goods as may reasonably be required, such as due to issues with supply. In such circumstances The Main Company shall notify the Customer and discuss with the Customer if it can minimise the impact of such changes on the Schedule Works.

3.5 Any samples, drawings, descriptive matter or advertising issued by The Main Company and any descriptions or illustrations of the Goods and/or Services contained in the same 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, save to the extent they are reproduced in the Quotation or the Schedule of Works and specifically referenced as forming part of the same.

4 Price

4.1 The price for the Goods and/or Services shall be as set out in the Quotation or, where no such provision is set out or document is issued, the price set out in The Main Company's published price list in force as at the date of the Order or otherwise as advised by The Main Company from time to time before the date the Order is placed (the **Price**).

4.2 Unless expressly provided otherwise, the Prices are exclusive of:

4.2.1 packaging, delivery, insurance, shipping carriage, and all other related charges or taxes or any other elements of the goods and services expressly stated to not be included in the standard price which shall be charged in addition at The Main Company's standard rates, and

4.2.2 VAT.

4.3 The Customer shall pay any applicable VAT to The Main Company on receipt of a valid VAT invoice.

4.4 The Main Company may increase the Prices with immediate effect by written notice to the Customer:

4.4.1 where there is an increase in the direct cost to The Main Company of supplying the relevant Goods and/or Services and which is due to any factor beyond the control of The Main Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

4.4.2 any request by the Customer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the Specification; or

4.4.3 any delay caused by any instructions of the Customer or failure of the Customer to give The Main Company adequate or accurate information or instructions.

5 Payment

5.1 Subject to any payment schedule contained in the Schedule of Works, The Main Company may require payment for the Goods and/or Services on or at any time before or after the completion of delivery of the Goods and/or provision of the Services, including prior to acceptance of the Order. Where The Main Company accepts an Order before receiving payment for the Goods, The Main Company may invoice the Customer at any time.

5.2 The Customer shall pay all invoices:

5.2.1 in full without deduction or set-off, in cleared funds upon receipt of the invoice; and

5.2.2 to the bank account nominated by The Main Company.

5.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

- 5.3.1 The Main Company may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force but at 8% a year for any period when that base rate is below 0%, and
- 5.3.2 interest shall accrue on a daily basis, and apply after 30 days of the date of the invoice until actual payment in full, whether before or after judgment.

6 Delivery and performance

- 6.1 The Goods shall be delivered by The Main Company, or its nominated carrier, to the Delivery Location on the date(s) specified in the Acceptance or the Quotation (as applicable) or as otherwise agreed between the parties from time to time.
- 6.2 The Goods shall be deemed delivered on arrival only of the Goods at the Delivery Location by The Main Company or its nominated carrier (as the case may be).
- 6.3 Subject to clause 6.4, the Services shall be performed by The Main Company at the Delivery Location or as otherwise agreed between the parties from time to time, in accordance with any description or Specification of such services in the Quotation in all material respects subject where applicable to the Assumptions, the Customer Dependencies and the Exclusions.
- 6.4 If the Customer is in breach of its obligations under the Contract, including without limitation, clause 5 or if The Main Company is prevented or delayed in performing the Services for any reason attributable to the Customer, its Affiliates, employees, agents, representative or subcontractors, (without prejudice to its other rights), The Main Company:
- 6.4.1 may suspend performance of the Services until the Customer remedies its default and the Customer acknowledges that any revised dates for performance of the Services will be subject to The Main Company's availability and at the sole discretion of The Main Company;
- 6.4.2 shall not be liable for any costs or losses sustained by the Customer as a result of such suspension; and
- 6.4.3 may charge the Customer (and the Customer shall pay under this Contract) costs or losses incurred by The Main Company arising from the Customer's default.
- 6.5 The Services shall be deemed delivered by The Main Company only on completion of the performance of the Services in accordance with clause 6.3 and/or 6.4.
- 6.6 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.
- 6.7 The Main Company may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.8 Each delivery of the Goods shall be accompanied by a delivery note stating:
- 6.8.1 the relevant Customer and The Main Company details;
- 6.8.2 the type and quantity of Goods in the consignment;
- 6.8.3 any special instructions, handling and other requests; and

- 6.8.4 whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by The Main Company at The Main Company's expense.
- 6.9 Time is not of the essence in relation to the performance or delivery of the Goods and/or Services. The Main Company shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.
- 6.10 The Customer shall co-operate with The Main Company in all matters relating to the Services, and provide such reasonable assistance, information and materials as The Main Company may from time to time reasonably require in order to provide the Services; and without prejudice to the general effect of the foregoing shall provide all Customer Dependencies in connection with the Goods and/or the Services.
- 6.11 The Main Company shall not be liable for any delay in or failure of performance caused by:
- 6.11.1 the Customer's failure to make the Delivery Location available;
- 6.11.2 the Customer's failure to prepare the Delivery Location in accordance with The Main Company's instructions;
- 6.11.3 the Customer's failure to provide The Main Company with adequate instructions for performance or delivery or otherwise relating to the Goods and/or Services;
- 6.11.4 a failure to provide any Customer Dependencies;
- 6.11.5 the actions of the client and/or a third party; or
- 6.11.6 a Force Majeure Event.
- 6.12 If the Customer fails to accept delivery of the Goods, The Main Company shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by The Main Company in doing so.
- 6.13 If 7 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, The Main Company may resell or otherwise dispose of the Goods, or if the Goods can't be resold (for instance, if the Goods are bespoke to the Customer) dispose or otherwise destroy the Goods, without any obligation or liability to the Customer, except as provided for in clause 6.13.1 and 6.13.2. The Main Company may:
- 6.13.1 where the Goods were able to be resold, account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods; and
- 6.13.2 deduct all reasonable storage charges and costs of resale; or
- 6.13.3 where the Goods were not reasonably able to be resold, invoice the Customer for all outstanding amounts in addition to the costs of disposal or destruction of the Goods and reasonable storage and insurance charges, and the Customer shall pay such amounts invoiced in accordance with the terms of this Contract.

7 Risk

7.1 Risk in the Goods shall pass to the Customer on delivery.

8 Title

8.1 Title to the Goods shall pass to the Customer once The Main Company has received payment in full and cleared funds for the Goods.

8.2 Until title to the Goods has passed to the Customer, the Customer shall:

8.2.1 hold the Goods as bailee for The Main Company;

8.2.2 store the Goods separately from all other material in the Customer's possession;

8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

8.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting The Main Company's interest on the policy;

8.2.5 ensure that the Goods are clearly identifiable as belonging to The Main Company;

8.2.6 not remove or alter any mark on or packaging of the Goods;

8.2.7 inform The Main Company immediately if it becomes subject to any of the events or circumstances set out in clauses 17.1.1 to 17.1.4 or 17.3.1 to 17.3.14; and

8.2.8 on reasonable notice permit The Main Company to inspect the Goods during the Customer's normal business hours and provide The Main Company with such information concerning the Goods as The Main Company may request from time to time.

8.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs The Main Company, or The Main Company reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 17.1.1 to 17.1.4 or 17.3.1 to 17.3.14, The Main Company may:

8.3.1 require the Customer at the Customer's expense to re-deliver the Goods to The Main Company; and

8.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9 Warranty

9.1 Subject to clause 9.6, The Main Company warrants that, for a period of 25 years from delivery (the **Warranty Period**), the Goods and/or Services shall:

9.1.1 subject to clause 9.2, conform in all material respects to any sample, their description and, where provided, to the Specification, subject where applicable to the Assumptions, the Customer Dependencies and the Exclusions;

9.1.2 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

- 9.1.3 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
- 9.1.4 any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2 The Customer acknowledges and agrees that:
 - 9.2.1 due to the nature of the Goods, including those made using or incorporating new or reclaimed wood, the exact appearance of the Goods may vary based on the individual characteristics of the raw materials used; and
 - 9.2.2 the sizes, weights, capacities, dimensions and measurements of the Goods may be out by up to 2% from the figure(s) stated in the Specification.and The Main Company shall not be liable for discrepancies in this regard.
- 9.3 The Customer warrants that it has provided The Main Company with all relevant, full and accurate information as to the Customer's business and needs.
- 9.4 As the Customer's sole and exclusive remedy, The Main Company shall, at its option, correct, repair, remedy, re-perform or refund the Goods and/or Services that do not comply with clause 9 during the Warranty Period, provided that the Customer:
 - 9.4.1 serves a written notice on The Main Company not later than 5 Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or in the case of a latent defect, within 30 Business Days of the latent defect becoming reasonably apparent;
 - 9.4.2 such notice specifies that some or all of the Goods and/or Services do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects; and
 - 9.4.3 gives The Main Company a reasonable opportunity to examine the claim of the defective Goods and/or Services.
- 9.5 The provisions of these Conditions shall apply to any Goods and/or Services that are corrected, repaired, remedied or re-performed with effect from delivery or performance of those Goods and/or Services.
- 9.6 The Main Company shall not be liable for any failure of the Goods to comply with clause 9.1:
 - 9.6.1 where such failure arises by reason of wear and tear, wilful damage or negligence (by anyone other than The Main Company and/or its Affiliates), or could be expected to arise in the normal course of use of the Goods;
 - 9.6.2 to the extent caused by the Customer's failure to comply with The Main Company's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance such as those set out at [LINK](#);
 - 9.6.3 to the extent caused by The Main Company following any specification, instruction or requirement of or given by the Customer in relation to the Goods;
 - 9.6.4 where the Customer modifies any Goods without The Main Company's prior written consent or, having received such consent, not in accordance with The Main Company's instructions;

- 9.6.5 where the Goods are ex-display Goods, in which case the Goods are sold "as seen". The Main Company makes no representations and gives no warranties as to the quality, condition, state or description of ex-display Goods, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the sale of ex-display Goods are excluded to the fullest extent permitted by law;
- 9.6.6 where the Goods are manufactured and/or supplied by third parties (including, without limitation, in the case of any and all electrical or gas appliances), in which case, The Main Company makes no representations and gives no warranties as to the quality, condition, state or description of said Goods but where any applicable warranty in respect of the same is provided by the manufacturer and/or supplier of the same and the benefit of the same is transferable to the Customer, The Main Company will use reasonable endeavours to transfer the benefit of the same to the Customer; or
- 9.6.7 where the Customer uses any of the Goods after notifying The Main Company that they do not comply with clause 9.1.
- 9.7 Except as set out in this clause 9:
- 9.7.1 The Main Company gives no warranty and makes no representations in relation to the Goods and/or Services; and
- 9.7.2 shall have no liability for their failure to comply with the warranty in clause 9.1,

and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10 Indemnity and insurance

- 10.1 The Customer shall indemnify, and keep indemnified, The Main Company from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by The Main Company as a result of or in connection with the Customer's breach of any of the Customer's obligations or responsibilities under the Contract.
- 10.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or such other country by agreement in writing with The Main Company to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

11 Limitation of liability

- 11.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.2 Subject to clauses 11.5 and 11.6, The Main Company's total liability to the Customer:
- 11.2.1 for damage or loss arising out of or in connection with the Goods shall not exceed the total Price paid for the Goods; and

- 11.2.2 for damage or loss arising out of or in connection with the Services, and for all other loss or damage shall not exceed £200,000 or the total Price paid for the Services, whichever is greater.
- 11.3 Subject to clauses 11.5 and 11.6, The Main Company shall not be liable for consequential, indirect or special losses.
- 11.4 Subject to clauses 11.5 and 11.6, The Main Company shall not be liable for any of the following (whether direct or indirect):
- 11.4.1 loss of profit;
 - 11.4.2 loss of revenue;
 - 11.4.3 loss or corruption of data;
 - 11.4.4 loss or corruption of software or systems;
 - 11.4.5 loss or damage to equipment;
 - 11.4.6 loss of use;
 - 11.4.7 loss of contract;
 - 11.4.8 loss of commercial opportunity;
 - 11.4.9 loss of savings, discount or rebate (whether actual or anticipated);
 - 11.4.10 harm to reputation or loss of goodwill; and/or
 - 11.4.11 wasted expenditure.
- 11.5 The limitations of liability set out in clauses 11.2 to 11.4 shall not apply in respect of any indemnities given by the Customer under the Contract.
- 11.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.6.1 death or personal injury caused by negligence;
 - 11.6.2 fraud or fraudulent misrepresentation;
 - 11.6.3 any other losses which cannot be excluded or limited by Applicable Law; or
 - 11.6.4 any losses caused by wilful misconduct.

12 Intellectual property

- 12.1 The Customer shall retain all Intellectual Property Rights it has in the Customer Materials and hereby grants a licence to such Intellectual Property Rights in or in relation to the Customer Materials to the extent required for The Main Company to provide the Goods and/or Services, including but not limited to the right to use, adapt and/or modify the Customer Materials.

- 12.2 The Customer warrants that, in respect of any Customer Materials where the Intellectual Property Rights subsisting in those Customer Materials are vested in third parties, it is authorised by such parties to grant the licence set out in Clause 12.1. The Customer shall notify The Main Company of any Customer Materials in respect of which it is not so authorised and shall exercise all reasonable endeavours to obtain such authorisation as soon as reasonably practicable.
- 12.3 The licence in clause 12.1 carries the right to grant sub-licences and is transferable to third parties without the consent of the Customer.
- 12.4 The Customer, as applicable:
- 12.4.1 unconditionally and irrevocably waives all moral rights in respect of the Customer Materials to which the Customer may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time. This waiver is made in favour of The Main Company and shall extend to The Main Company's sub-licensees, assignees and successors in title in accordance with this Contract; or
- 12.4.2 undertakes to The Main Company that it shall, at its own cost pay all royalties payable to third parties in respect of the use of any Customer Materials in accordance with clause 12.1 and obtain a written waiver of all moral rights that any of its employees, agents, sub-contractors or consultants or sub-consultants may have under the Copyright, Designs and Patents Act 1988 as amended from time to time in relation to the Customer Materials.
- 12.5 The Customer shall fully indemnify The Main Company and any employees, officers, staff, other workers, agents, consultants, Affiliates and sub-contractors of The Main Company, from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that has arisen as a result of, or in connection with The Main Company following any Specification, instruction or requirement of, or given by, the Customer in relation to the Goods and/or Services, or from The Main Company's use, adaptation or modification of any part of the Customer Materials or any other works or materials provided by the Customer and/or any breach by the Customer of the provisions in clause 12.1 to clause 12.4.
- 12.6 All Intellectual Property Rights arising in the works created by The Main Company (or its Affiliates) during the provision of Goods and/or Services to the Customer, including but not limited to all design drawings, shall be the property of The Main Company, and The Main Company grants the Customer a non-exclusive revocable licence of such Intellectual Property Rights solely for the purpose for which they were created. The Main Company reserves the right to revoke the licence granted under this clause 12.6 upon written notice to the Customer for any reason, including but not limited to the Customer's breach of clause 5.
- 12.7 Except where liability has arisen as a result of, or in connection with, The Main Company following any specification, instruction or requirement of, or given by, the Customer in relation to the Goods and/or Services, or from The Main Company's use, adaptation or modification of any part of the Customer Materials or any other works or materials provided by the Customer, The Main Company shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use of the Goods and/or Services infringes the Intellectual Property Rights of any third party (**IPR Claim**), provided that The Main Company shall have no such liability if the Customer:

- 12.7.1 does not notify The Main Company in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 12.7.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of The Main Company;
- 12.7.3 does not let The Main Company at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
- 12.7.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
- 12.7.5 does not, at The Main Company's request, provide The Main Company with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer; or
- 12.7.6 uses the Goods and/or Services in combination with any other goods or services, which without such combination, no IPR Claim could or would have been made.
- 12.8 If any IPR Claim is made or is reasonably likely to be made, The Main Company may at its option:
 - 12.8.1 procure for the Customer the right to continue receiving the benefit of the relevant Goods and/or Services; or
 - 12.8.2 modify or replace the infringing part of the Goods and/or Services so as to avoid the infringement or alleged infringement, provided the Goods and/or Services remain in material conformance to their Specification.
- 12.9 The Main Company's obligations under clause 12.7 shall not apply to Goods and/or Services modified or used by the Customer other than in accordance with the Contract or The Main Company's instructions. The Customer shall indemnify The Main Company against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by The Main Company in connection with any claim arising from such modification or use.

13 Confidentiality and announcements

- 13.1 The Customer shall keep confidential all Confidential Information of The Main Company and of any Affiliate of The Main Company and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
 - 13.1.1 any information which was in the public domain at the date of the Contract;
 - 13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 13.1.3 any information which is independently developed by the Customer without using information supplied by The Main Company or by any Affiliate of The Main Company; or
 - 13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

except that the provisions of clauses 13.1.1 to 13.1.3 shall not apply to information to which clause 13.4 relates.

- 13.2 This clause shall remain in force for a period of 5 years from the date of the Contract and, if longer, 3 years after termination of the Contract.
- 13.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 13.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of clause 15.

14 Change Control Process

14.1 Either party may propose changes to the scope or execution of the Goods and/or the Services, or any other provision of the Contract, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on the following (in reach case where applicable):

- 14.1.1 the Goods;
- 14.1.2 the Services;
- 14.1.3 the Price;
- 14.1.4 the Specification;
- 14.1.5 the Schedule of Works; and
- 14.1.6 any terms of the Contract,

and may wherever applicable take the form of a revised Quotation headed "Change Order – Revised Quotation" (and may where applicable be accompanied by a revised Statement of Works).

- 14.2 If the Customer wishes to make a change to any matter set out in clause 14.1:
 - 14.2.1 it shall notify The Main Company, providing as much detail as is reasonably necessary to enable The Main Company to prepare the draft Change Order; and
 - 14.2.2 The Main Company shall, within 10 Business Days of receiving the Customer's request at clause 14.2.1, provide a draft Change Order (where applicable in the form of a revised Quotation headed "Change Order – Revised Quotation" which may where applicable be accompanied by a revised Statement of Works) to the Customer.
- 14.3 If The Main Company wishes to make a change to any matter set out in clause 14.1, it shall provide a draft Change Order (where applicable in the form of a revised Quotation headed "Change Order – Revised Quotation") to the Customer.
- 14.4 If The Main Company submits a draft Change Order in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or

charges for the Goods and/or the Services, the Customer shall not unreasonably withhold or delay consent to it.

14.5 If the parties:

14.5.1 agree to a Change Order, they shall sign it and that Change Order shall amend the Contract (and, where the Change Order is in the form of a revised Quotation headed "Change Order – Revised Quotation" the Change Order shall be substituted as the Quotation); or

14.5.2 are unable to agree a Change Order, save where clause 14.6 applies, the terms of the Contract shall remain in full force and effect.

14.6 Where The Main Company commences the Change Control Process in accordance with the terms of this clause 14 pursuant to the provisions of clause 3.2.7 or clause 3.3.2 and the parties are unable to agree the applicable Change Order (where applicable in the form of a revised Quotation which may where applicable be accompanied by a revised Statement of Works) within 30 days of the provision of the draft Change Order to the Customer in accordance with the terms of clause 14.3, The Main Company may terminate the Contract immediately by service of written notice to the Customer.

14.7 The Main Company shall be entitled to charge for the time it spends on preparing and negotiating Change Orders which originate from the Customer in accordance with clause 14.2. The Main Company may charge for its time so spent on a time and materials basis at The Main Company's daily rates from time to time in force.

15 Processing of personal data

15.1 The parties agree that the Customer is a Controller and that The Main Company is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to The Main Company in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with all Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

15.2 The Customer shall indemnify and keep indemnified The Main Company against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 15.

15.3 The parties agree:

15.3.1 The Main Company (and The Main Company shall ensure its employees, officers, staff, other workers, agents, consultants, Affiliates and any sub-contractors) shall only process the Protected Data in accordance with Schedule 1 and the Contract (including when making any transfer to which clause 15.8 relates), except to the extent:

- (a) that alternative processing instructions are agreed between the parties in writing; or

- (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
- 15.3.2 without prejudice to clause 15.1, if The Main Company believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing. The charges payable to The Main Company shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this clause 15.3.2.
- 15.4 The Main Company shall implement and maintain technical and organisational measures to ensure a level of security appropriate to the risk (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing) to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 15.5 The Main Company has the Customer's general authorisation for the engagement of any Sub-Processors from time to time provided each meets the requirements set out in clause 15.6.
- 15.6 The Main Company shall:
 - 15.6.1 prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract containing materially the same obligations as under this clause 15 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by The Main Company and ensure such Sub-Processor complies with all such obligations;
 - 15.6.2 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
 - 15.6.3 ensure that all persons authorised by The Main Company or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 15.7 The Main Company shall (at the Customer's cost):
 - 15.7.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of the processing and the information available to The Main Company; and
 - 15.7.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 15.8 The Main Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom without the prior written authorisation of the Customer.

- 15.9 The Main Company shall at the Customer's cost and expense refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the UK GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by applicable law.
- 15.10 The Main Company shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate The Main Company's compliance with the obligations placed on it under this clause 15 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the UK GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28).
- 15.11 Upon expiry or termination of this Contract, at the Customer's cost and the Customer's option, The Main Company shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires The Main Company to store such Protected Data and with the exception of one copy which it shall retain for a period of 6 years from the date of termination or expiry of the Contract which may be used in accordance with its legitimate interests in respect of any legal rights, liabilities or obligations arising from or in connection with the Goods, Services and/or Contract. This clause 15 shall survive termination or expiry of the Contract.

16 Force majeure

- 16.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 60 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17 Termination

- 17.1 The Main Company may terminate the Contract at any time by giving notice in writing to the Customer if:
- 17.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
- 17.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 17.1.3 the Customer has failed to pay any amount due under the Contract (or any other contract which it has with The Main Company) on the due date and such amount remains unpaid within 30 days after The Main Company has given notification that the payment is overdue; or
- 17.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 17.2 The Main Company may terminate the Contract pursuant to clause 14.6.
- 17.3 The Main Company may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 17.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- 17.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if The Main Company reasonably believes that to be the case;
- 17.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 17.3.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
- 17.3.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
- 17.3.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 17.3.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 17.3.8 has a resolution passed for its winding up;
- 17.3.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 17.3.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
- 17.3.11 has a freezing order made against it;
- 17.3.12 is subject to any recovery or attempted recovery of items supplied to it by a The Main Company retaining title in those items;
- 17.3.13 is subject to any events or circumstances analogous to those in clauses 17.3.1 to 17.3.12 in any jurisdiction; or
- 17.3.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 17.3.1 to 17.3.13 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 17.4 The Main Company may terminate the Contract at any time by giving not less than 4 weeks' notice in writing to the Customer if the Customer undergoes a change of Control.
- 17.5 The right of The Main Company to terminate the Contract pursuant to clause 17.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 17.6 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle The Main Company to terminate the Contract under this clause 17, it shall immediately notify The Main Company in writing.
- 17.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of The Main Company at any time up to the date of termination.

17.8 Any clauses in this Contract that are expressly stated, or by implication intended, to apply after expiry or termination of this Contract shall continue in full force and effect after such expiry or termination.

18 Notices

18.1 Any notice given by a party under these Conditions shall:

18.1.1 be in writing and in English;

18.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

18.1.3 be sent to the relevant party at the address set out in the Contract.

18.2 Notices may be given, and are deemed received:

18.2.1 by hand: on receipt of a signature at the time of delivery;

18.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

18.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and

18.2.4 by email on receipt of a delivery email from the correct address.

18.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 18.1 and shall be effective:

18.3.1 on the date specified in the notice as being the date of such change; or

18.3.2 if no date is so specified, 3 Business Days after the notice is deemed to be received.

18.4 All references to time are to the local time at the place of deemed receipt.

18.5 This clause does not apply to notices given in legal proceedings or arbitration.

19 Cumulative remedies

19.1 The rights and remedies provided in the Contract for The Main Company only are cumulative and not exclusive of any rights and remedies provided by law.

20 Time

20.1 Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

21 Further assurance

21.1 The Customer shall at the request of The Main Company, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

22 Entire agreement

- 22.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 22.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 22.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

23 Variation

- 23.1 No variation of the Contract (including the Quotation) shall be valid or effective unless it is in writing and is duly signed or executed by, or on behalf of, each party.

24 Assignment

- 24.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without The Main Company's prior written consent, such consent not to be unreasonably withheld or delayed.

25 Set off

- 25.1 The Main Company shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.
- 25.2 The Customer shall pay all sums that it owes to The Main Company under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26 No partnership or agency

- 26.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

27 Severance

- 27.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 27.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

- 28.1 No failure, delay or omission by The Main Company in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 28.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by The Main Company shall prevent any future exercise of it or the exercise of any other right, power or remedy by The Main Company.
- 28.3 A waiver of any term, provision, condition or breach of the Contract by The Main Company shall only be effective if given in writing and signed by The Main Company, and then only in the instance and for the purpose for which it is given.

29 Compliance with law

- 29.1 The parties shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

30 Third party rights

- 30.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

31 Governing law

- 31.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

32 Jurisdiction

- 32.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

Data processing details

Processing of the Protected Data by The Main Company under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Schedule 1.

1 Nature and purpose of processing:

- Performing the Contract including to provide Goods and/or Services under the Contract.
- Conducting checks to identify the Customer, its employees, officers, staff, other workers, agents and consultants, Affiliates and any sub-contractors and verify their identity as appropriate.
- Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies.
- To enforce legal rights or defend or undertake legal proceedings.
- Operational reasons, such as improving efficiency, training and quality control.
- Ensuring business policies are adhered to, e.g. policies covering security and internet use.
- Statistical analysis to assist in the management of the business of The Main Company, e.g. in relation to financial performance, customer base, product range or other efficiency measures.

2 Duration of the processing:

Processing will take place for the duration of the Contract and for 6 years after expiry or termination (whichever is later) pursuant to clause 15.11.

3 Type of Personal Data:

- Name and contact details of the Customer, its employees, officers, staff, other workers, agents and consultants, Affiliates and any sub-contractors.
- Name, contact details, gender, health data, race, political opinions, religious or philosophical beliefs, race, ethnic origin and/or sexual orientation of customers and clients of the Customer.
- Information to check and verify the identity of the Customer, its employees, officers, staff, other workers, agents and consultants, Affiliates and any sub-contractors.
- Billing information, transaction and payment card information.
- Gender of the Customer, its employees, officers, staff, other workers, agents and consultants, Affiliates and any sub-contractors.

- Information to enable The Main Company to undertake credit or other financial checks on the Customer.

SCHEDULE 2

Part 1 – Standard Assumptions

- All required planning permission(s) has been granted.
- All relevant building regulations have been followed.
- There will be no delays or disruptions arising from the activities of, or in connection with, other persons (including the Customer's other contractors) unless previously notified to The Main Company and agreed in writing.
- If the Goods are supply only, the Customer (if appropriate) and/or their fitter will provide The Main Company with accurate and detailed measurements.
- There will be no issues with sub-floor conditions or environmental conditions at the site.
- Prior to a site visit by The Main Company to measure for final plans and designs pursuant to clause 3.2.7 of the Conditions:
 - The site will be clear, for instance, the current kitchen will have been removed from the site in its entirety.
 - The floor will be laid back to walls or at least screed in anticipation the flooring being laid with a sample of the tile or floorboard which will be used on site.
 - Plumbing installed including waste pipes, outlets and inlets.
 - Heating manifold installed.
 - All walls plastered or at the very least to plasterboard state.
- Prior to and for the duration of fitting/installation by The Main Company:
 - The site will be clear, meaning that, for instance, the current kitchen will have been removed from the site in its entirety.
 - The floor will be laid back to walls or at least screed in anticipation the flooring being laid with a sample of the tile or floorboard which will be used on site.
 - Plumbing has been installed including waste pipes, outlets and inlets.
 - Heating manifold has been installed.
 - If applicable, any Aga has been installed in accordance with the manufacturers guidance and at the height agreed with The Main Company.
 - Walls will be plastered and dry with a room humidity factor of no more than 40 – 60%.
 - Electrical cable is ready to be pulled through into cabinets where necessary.
 - If the Customer wants under wall cabinet or internal wall cabinet lighting, the Customer has (where appropriate) or a qualified electrician instructed by the Customer has made the necessary provisions for this.
 - There will be an ambient room temperature of no less than 18 degrees.
 - In relation to the fit and installation of kitchens, the Customer shall not and shall ensure that its contractors or other persons with access to the site shall not use or attempt to use the kitchen or area where the kitchen is being installed for cooking, washing or storing cooling facilities and will use an alternative means of and/or area for cooking and washing and use alternative cooling facilities.

Part 2 – Standard Dependencies

- Power and water will be available on the site where the Services are to be delivered.
- Access to a fully functioning toilet on, or near to, the site where the Services are to be delivered.
- There will be ambient heat on the site where the Services are to be delivered.
- Access to the site where the Services are to be delivered will be clean and safe to the standards required by applicable health and safety legislation and guidance.
- There will be adequate lighting. Task lighting will not be sufficient.

Part 3 – Standard Exclusions

- The Main Company does not provide any plumbing, electrical or building works services.
- Prior to fitting or installation of the Goods, The Main Company may provide general advice to the Customer in relation to plumbing and electrical points and how these fit into the overall design but all plumbing, electrical and building works must be completed by the Customer (if appropriate) and/or appropriately qualified contractors of the Customer.
- During provision of Services, including fitting or installation of the Goods, The Main Company may pull through, where appropriate, any pipework and cabling into the correct location so they can be connected by the Customer (if appropriate) and/or appropriately qualified contractors of the Customer post fitting/installation.