

TED TODD TERMS & CONDITIONS



TED TODD
FINE WOOD FLOORS



WOODWORKS
BY TED TODD

Karta 
REMAPPING THE FUTURE OF FLOORING

1. Information regarding these terms

- 1.1 These are the terms and conditions on which we supply Goods to you (terms).
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - you are an individual; and
 - you are buying Goods from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 Where a clause in these terms applies only to consumers or businesses it will expressly state that to be the case.
- 1.5 If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 1.6 You can contact us by telephone at 01925 283000 or by writing to us at sales@tedtodd.co.uk or 18 Chesford Grange, Woolston, Warrington, Cheshire, WA1 4RQ.
- 1.7 When we use the words writing or written in these terms, this includes emails.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Definitions

- 2.1 The following terms shall have the following meanings for the purposes of these terms: 'Company' or 'us' Ted Todd Fine Wood Floors. Woodworks by Ted Todd and Karta Floors, being the brands of Edwards Cheshire Company Limited incorporated in England and Wales, with company number 02848796 whose registered office is at 18 Chesford Grange, Woolston, Warrington, Cheshire WA1 4RQ.
 'Contract' any contract between the Company and you for the sale of Goods by the Company to you.
 'Delivery Point' the place where delivery of the Goods is to take place.
 'Due Date' the month end following the month of invoice.
 'Goods' any goods agreed in the Contract to be supplied to you by the Company (including any part or parts of them).
 'Buyer' or 'you' the party entering into Contract with the Company.
 'Bespoke goods' any goods which are bespoke or custom-made by the Company specifically for you or to your specification.
 'Made to Order Goods' – goods which are manufactured for you to satisfy the order placed by you.
 'Due Date' – the date an invoice must be paid by as determined by the terms which apply to your order or credit account with the Company.
- 2.2 The headings in these terms do not affect the interpretation of these terms.

3. Application of these Terms

- 3.1 The Contract shall be made on these terms to the exclusion of all other terms and conditions.
- 3.2 Acceptance of delivery of the Goods shall be deemed evidence of your acceptance of these terms.
- 3.3 The Contract may only be amended in writing and signed on behalf of the Company by a Director.
- 3.4 Each order or acceptance of a quotation for Goods by you shall be deemed to be an offer by you to buy Goods subject to these terms.

- 3.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company, a deposit is paid by the Buyer in accordance with clause 16.3 of these terms or (if earlier) the Company delivers the Goods to the Buyer.
- 3.6 You shall ensure that the terms of your order and any applicable specifications are complete and accurate.
- 3.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches a written acknowledgement of order. Any quotation is valid for a period of 30 days only from its issue date, provided that the Company has not previously withdrawn it.

4. Description of Goods

- 4.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- 4.2 Due to the fact that a number of the Goods sold by the Company are natural wood products, there is a natural variance in how the Goods look and feel. All samples, drawings, descriptive matter, specifications and advertising issued by the Company (including any samples displayed at trade shows) and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 4.3 The packaging of the Goods may vary from that shown in images in our brochure and on our website.
- 4.4 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.

5. Changes and variations to the Goods

- 5.1 We may change the Goods or suspend delivery of the Goods:
 - 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 5.1.2 to implement minor technical adjustments and improvements, for example to address security or health and safety issues. These changes will not affect your use of the Goods.

6. Delivery of Goods

- 6.1 The Company will use reasonable endeavours to deliver the Goods to you on the date agreed.
- 6.2 The costs of delivery will be notified to you before you enter into the Contract. For Bespoke and Made to Order Goods, the Company reserves the right to deliver and invoice you up to 10% over the ordered quantity.
- 6.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 6.4 If you have requested that Goods are delivered within a certain time or on a particular date the Company shall not be liable for late delivery and time for delivery is not of the essence. If you paid an additional delivery charge in relation to such a delivery the Company's maximum liability in relation to the non-delivery of those Goods shall be the price that you have paid in relation to the delivery of the Goods and the Company shall not be liable for any other direct, indirect or consequential loss as set out in condition 6.3.
- 6.5 If the Company is unable for any reason to fulfil any delivery on the specified date the Company shall not be deemed to be in breach of this Contract and the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence).
- 6.6 If you fail to accept delivery of any of the Goods when they are delivered, or the Company is unable to deliver the Goods on time because you have not provided appropriate instructions, documents, licences or authorisations:
 - 6.6.1 risk in the Goods shall pass to you (including for loss or damage



- caused by the Company's negligence)
- 6.6.2 the Goods shall be deemed to have been delivered and
- 6.6.3 the Company may store the Goods until delivery, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 6.7 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle you to repudiate or cancel any other Contract or instalment.
- 6.8 If you are purchasing the Goods as a business, any claims that the Goods have been delivered damaged or not of the correct quantity or do not comply with their description must be notified to the Company within 48 hours accompanied by a signed delivery note and photographic evidence. Failure to inspect material upon receipt and provide signed delivery notes will result in non-acceptance of the claim and non-replacement of lost or damaged Goods.
- 6.9 If you are purchasing the Goods as a business, delivery will be made only to a commercial business address.
- 6.10 You will provide, at your expense at the Delivery Point adequate and appropriate equipment and manual labour for off-loading the Goods.
- 6.11 Production and transportation delays outside of our control may occur. Supplier will at all times make its best efforts to ensure all delivery dates conform to the delivery dates referenced in the order acknowledgement. If, for reasons that we cannot control, delays occur or are expected, we will promptly notify the customer with a revised date for delivery, or suggest alternative remedies.

7. Non-delivery of Goods

- 7.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
- 7.2 The Company shall not be liable for any consequential loss for any non-delivery of Goods.

8. Risk and title

- 8.1 The Goods are at your risk from the time of delivery if the Goods are delivered to your premises. If Goods are to be delivered to an address nominated by you, or the delivery of Goods takes place at the Company's premises the risk will pass to you at the time they are loaded onto a vehicle for transport from the Company's premises.
- 8.2 Ownership of the Goods shall not pass to you until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 8.2.1 the Goods; and
- 8.2.2 all other sums which are or which become due to the Company from you on any account.
- 8.3 Until you take ownership of the Goods, you shall:
- 8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 8.3.2 store the Goods (at no cost to the Company) separately from all other Goods in such a way that they remain readily identifiable as the Company's property;
- 8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 8.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request you shall produce the policy of insurance to the Company.
- 8.4 You may resell the Goods before taking ownership rights solely on the following conditions:
- 8.4.1 any sale shall be effected in the ordinary course of your business at full market value; and
- 8.4.2 any such sale shall be a sale of the Company's property on your own behalf and you shall deal as principal when making such a sale.
- 8.5 Your right to possession of the Goods shall terminate immediately if:
- 8.5.1 you have a bankruptcy order made against you, or you make an arrangement or composition with creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of you or notice of intention to appoint an

- administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding-up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or
- 8.5.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or fail to observe or perform any of your obligations under the Contract or any other contract between you and the Company, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or cease to trade; or
- 8.5.3 encumber or in any way charge any of the Goods.
- 8.6 You agree to notify the Company within five days if any of the events set out in Condition 8.5 take place.
- 8.7 You shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 8.8 You grant the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.
- 8.9 Where the Company is unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, you shall be deemed to have sold all Goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 8.10 On termination of the Contract, howsoever caused, the Company's rights contained in this clause shall remain in effect.

9. Your right to end the contract

- 9.1 Your rights when you end the Contract will depend on the Goods, whether they are defective, how we are performing and when you decide to end the Contract:
- 9.1.1 If the Goods are faulty or inaccurately described
- Consumers – see Clause 10
 - Businesses – see Clause 11
- 9.1.2 If you want to end the Contract because of something we have done or have told you we are going to do, see condition 9.2; and
- 9.1.3 If you are a consumer and have changed your mind about the Goods, you have a 14 day cooling-off period. See Clause 9.3
- 9.2 If you end the Contract for a reason set out at 9.2.1 to 9.2.5 below, the Contract will end immediately and we will refund you in full for any Goods which have not been provided. You may also be entitled to compensation. The reasons are:
- 9.2.1 we have told you about an upcoming change to the Goods or these terms which you do not agree to;
- 9.2.2 we have told you about an error in the price or description of the Goods and you do not wish to proceed;
- 9.2.3 there is a risk that supply of the Goods may be significantly delayed because of events outside our control;
- 9.2.4 we have suspended supply of the Goods for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- 9.2.5 you have a legal right to end the Contract because of something we have done wrong.
- 9.3 If you are purchasing the Goods as a consumer, for most off-premises (e.g. at trade shows) or online Contracts to purchase Goods you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 9.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of any products which become mixed inseparably with other items after their delivery or which are made to the consumer's specifications or are clearly personalised. For the avoidance of doubt, once any flooring is installed it will have become mixed inseparably, and so you will no longer have a right to change your mind.

10. Defective Goods and consumer rights

- 10.1 If you are a consumer we are under a legal duty to supply

- Goods that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Goods. Nothing in these terms will affect your legal rights.
- 10.2 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
- 10.2.1 up to 30 days: if your goods are faulty, then you can get an immediate refund;
- 10.2.2 up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases; and
- 10.2.3 up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back
- 10.3 If you wish to exercise your legal rights to reject Goods under this clause 10, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.
- 10.4 The Goods shall be covered by the Ted Todd Guarantee, which can be found at <https://www.tedtodd.co.uk/about-ted-todd/ted-todd-warranty/>

11. Defective Goods and your business rights

- 11.1 This clause applies if you purchase the Goods as a business.
- 11.2 The Goods shall be covered by the Ted Todd Guarantee, which can be found at <https://www.tedtodd.co.uk/about-ted-todd/ted-todd-warranty/>. If you are a business customer we warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), any Goods which are Goods shall:
- 11.2.1 conform in all material respects with their description and any relevant specification;
- 11.2.2 be free from material defects in design, material and workmanship;
- 11.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 11.2.4 be fit for any purpose held out by us.
- 11.3 Subject to condition 11.4, if:
- 11.3.1 you give us notice in writing during the warranty period and within a reasonable time of discovery that any Goods do not comply with the warranty set out in condition 11.1;
- 11.3.2 we are given a reasonable opportunity of examining such product; and
- 11.3.3 you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 11.4 We will not be liable for a product's failure to comply with the warranty in condition 11.1 if:
- 11.4.1 you make any further use of such product after giving a notice in accordance with condition 11.3.1;
- 11.4.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- 11.4.3 the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- 11.4.4 you alter or repair the product without our written consent; or
- 11.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 11.5 Where the Company is not the manufacturer of the Goods, it shall endeavour to transfer the benefit of any manufacturer's warranty or guarantee given to it.
- 11.6 Except as provided in this clause 11, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 11.2.
- 11.7 These terms shall apply to any repaired or replacement Goods supplied by us under clause 11.3.

12. How to end the Contract

- 12.1 This clause 12 applies where you have a right to end your Contract with us pursuant to one of the reasons set out in clause 9.1. To end your Contract with us, please let us know by contacting us directly.
- 12.2 If you end the Contract for any reason after Goods have been dispatched, or if you have received them, you must return them to us. You must either return the Goods in person to

where you bought them, post them back to us or allow us to collect them from you. Contact us for a return label or to arrange collection. If you are exercising your right to change your mind you must return the Goods within 14 days of telling us you wish to end the Contract.

- 12.3 We will pay the costs of return:
- 12.3.1 if the Goods are faulty or inaccurately described; or
- 12.3.2 if you are ending the Contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- 12.4 In all other circumstances you must pay the costs of return.
- 12.5 If you are responsible for the costs of return and we are collecting the Goods from you, we will charge you the direct cost to us of collection. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 12.6 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then if we have not offered to collect the Goods your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us.

13. The Company's right to end the Contract

- 13.1 We may end the Contract at any time by writing to you if:
- 13.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 13.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods;
- 13.1.3 you do not, within a reasonable time, allow us to deliver the Goods to you or collect them from us; or
- 13.1.4 You do not, within a reasonable time, allow us to access the Delivery Point for the purposes of supplying the Goods.
- 13.2 The Company reserves the right to close a customer account at its sole discretion by giving 4 weeks notice.
- 13.3 Any credit given to a customer is at the Company's discretion, and credit can be withdrawn by the Company at any time.

14. Returns policy

- 14.1 The Company is not obliged to accept the cancellation or return of non-defective Goods, unless required under Consumer Law.
- 14.2 If the Company decides at its discretion to accept a cancellation or return, then:
- 14.2.1 the Goods must not have been removed from their original packaging
- 14.2.2 the Goods should be returned at the Buyers risk and expense within 30 days of the Delivery Date. The Company will accept no responsibility for the damage of Goods being returned in transit.
- 14.2.3 a 25% restocking charge will be applied
- 14.3 If Goods are made to order, or modified in accordance to your specification, or if they are clearly personalised in any way, they cannot be returned to the Company and you are not entitled to a refund.

15. Cancellation of Orders

- 15.1 Bespoke and Made-to-Order Goods cannot be cancelled.
- 15.2 Goods which are not Bespoke or Made-to-Order can be cancelled within 5 days of the date of the Company's order acknowledgement (unless Consumer rights allow longer).
- 15.3 Orders cancelled after 5 days but under 30 days from the Company's order acknowledgment date, but prior to delivery, will be subject to a 10% cancellation charge.
- 15.4 Orders cancelled after 30 days from the Company's order acknowledgment date, but prior to delivery, will be subject to a

- 20% cancellation charge.
- 15.5 Orders cancelled after being invoiced will be subject to the 25% restocking charge, as outlined in Clause 14.2.3
- 15.6 Invoiced orders cannot be cancelled if it is more than 30 days from the invoice date, where Goods are stored at the Company premises on your behalf.
- 16. Price**
- 16.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery. We take all reasonable care to ensure that the price of the Goods advised to you is correct.
- 16.2 In the event that a price is agreed by the Company in writing the quotation given to you is subject to these terms. A quotation is an invitation to treat and does not constitute an offer to sell.
- 16.3 Unless stated otherwise, the price for the Goods shall be exclusive of any value added tax ("VAT") and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts you shall pay in addition when it is due to pay for the Goods.
- 16.4 It is always possible that, despite our best efforts, some of the Goods may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 16.5 All prices are at the Company's discretion, and the Company reserves the right to change prices without notification. However, the Company will not change price if you are purchasing as a consumer without first obtaining your express agreement.
- 17. Payment**
- 17.1 Unless you have entered into a credit agreement or unless otherwise agreed in writing, the Company shall not be bound to deliver the Goods until you have paid for them. Payment shall be due before the Delivery Date and time for payment shall be of the essence.
- 17.2 Payment for Goods under a credit agreement shall be by the Due Date.
- 17.3 Where your order includes Bespoke or Made-to-Order Goods, the Company will require you to pay a non-refundable deposit for the Goods. This will usually be 50% of the Contract price for the Bespoke or Made-to-Order Goods. The deposit will be required before the Contract is accepted by the Company. The Company shall be entitled to invoice you for the balance up to 15 days prior to the delivery date stipulated in the Company's order acknowledgement. Bespoke or Made-to-Order Goods will not be despatched for delivery until payment has been received in full.
- 17.4 Where the required delivery date is changed by the Buyer after the Company has issued the order acknowledgement, the invoice can still be raised 15 days prior to the delivery date stipulated in the Company's order acknowledgement, and the Buyer is still required to pay the invoice in full.
- 17.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 17.6 The Company may store the Goods after the delivery date stipulated in the order acknowledgement ("Deemed Delivery Date"). The Buyer will be responsible for the insurance of the Goods after the Deemed Delivery Date. Storage charges will be levied after 30 days at £45 per week per Euro pallet, increasing to £90 per week after 90 days.
- 17.7 If you, the Buyer, fail to accept delivery of the Goods, or have not arranged to collect the Goods, within 8 weeks of the Deemed Delivery Date, the Company may re-sell or otherwise dispose of the Goods (or any part of them) to any third party without any liability to you, the Buyer.
- 17.8 If you fail to pay the Company any sum due pursuant to the Contract:
- 17.8.1 you shall be liable to pay interest to the Company on such sum

- from the Due Date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of Scotland, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 17.8.2 the Company may suspend all future deliveries of the Goods to you.

18. Limitation of liability if you are a business

- 18.1 This clause 17 applies if you are purchasing the Goods as a business.
- 18.2 Subject to clauses 6, 7 and 17.4, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:
- 18.2.1 any breach of these terms;
- 18.2.2 any use made or resale by you of any of the Goods, or of any product incorporating any of the Goods; and
- 18.2.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 18.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 18.4 Nothing in these terms excludes or limits the liability of the Company:
- 18.4.1 for death or personal injury caused by the Company's negligence; or
- 18.4.2 under section 2(3), Consumer Protection Act 1987; or
- 18.4.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 18.4.4 for fraud or fraudulent misrepresentation.
- 18.5 Subject to condition clause 17.4:
- 18.5.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- 18.5.2 the Company shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

19. Limitation of liability if you are a consumer

- 19.1 This clause 18 applies if you are purchasing the Goods as a consumer.
- 19.2 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 19.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods, including the right to receive Goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective Goods under the Consumer Protection Act 1987.

20. Assignment

- 20.1 The Company may assign the Contract or any part of it to any person, firm or company.

20.2 You shall not be entitled to assign the Contract or any part of it without our prior written consent.

21. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by you (without liability to you) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, you shall be entitled to give notice in writing to the Company to terminate the Contract.

22. Personal Information

- 22.1 We will use the personal information you provide to us:
- 22.1.1 to supply the Goods to you;
- 22.1.2 to process your payment for the Goods; and
- 22.1.3 if you agree, to give you information about similar Goods that we provide, but you may stop receiving this at any time by contacting us.
- 22.2 Where we extend credit to you for the Goods we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 22.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

23. Intellectual property

- 23.1 You will not make any modification to the Goods or their packaging nor later remove or tamper with any trade marks used on or in relation to the Goods.
- 23.2 Any display equipment supplied to you whether under these terms or pursuant to any other Contract involving the Company and you will not be used for any purpose other than the display, promotion or sale of the Goods.
- 23.3 No right or licence is granted to you in respect of the Intellectual Property Rights of the Company, except the right to use or re-sell the Goods in your ordinary course of business.
- 23.4 You will not, without the Company's prior written consent allow any trade marks of the Company or other words or marks applied to the Goods to be obliterated, obscured or omitted nor add any additional marks or words.
- 23.5 The Company retains all intellectual property rights in all designs and creative works supplied by the Company to you. You must not resell, redistribute any designs or samples to any third party. In the event of a breach of this condition, the Company reserves the right to damages at least equal to the loss suffered as a result of the breach.
- 23.6 We withdraw the rights to use our trademarks and branding when an account is closed. This applies to all Point of Sales display systems supplied by the Company, pursuant to Clause 13.2

24. Termination

- 24.1 The Company may by notice in writing served on you terminate the Contract forthwith if you:
- 24.1.1 fail to make payment by the Due Date;
- 24.1.2 are in material breach of any of the terms of the Contract and, where the breach is capable of remedy, you fail to remedy such breach within 14 days service of a written notice from the Company specifying the breach and requiring it to be remedied;
- 24.1.3 breach one or more terms of this Contract more than twice in any period of 12 months;
- 24.1.4 pledge or charge any Goods which are the Company's property;
- 24.1.5 become bankrupt or have a bankruptcy petition presented against you, become insolvent, make any composition with your

creditors, have a Receiver appointed under the Mental Health Act 1983 or die;

- 24.1.6 have any distraint, execution or other process levied or enforced on any of your property;
- 24.1.7 appear to be financially inadequate to meet your obligations under this Contract;
- 24.1.8 cease to trade or appear, in the Company's reasonable opinion, likely or threatening to cease to trade.
- 24.2 The termination of the Contract howsoever arising is without prejudice to the rights duties and liabilities of either you or the Company accrued prior to termination the provisions of these terms which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.
- 24.3 The Company will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach until either the breach is remedied or the Contract terminates, whichever occurs first.

25. Other important terms

- 25.1 If you are purchasing the Goods as a business for the purpose of reselling them in a retail context, you will ensure that the display area in which the Goods are displayed does not contain products other than our Goods.
- 25.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 25.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 25.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 25.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 25.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 25.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.