

## LINDUM GROUP LIMITED - CONDITIONS OF SALE

### 1. Definitions

This Agreement relates to the sale of any material of whatever nature ("the material"). In this Agreement Lindum Group Limited trading as Lindum Joinery shall hereinafter be referred to as "the Company" and the person company or firm purchasing the material shall hereinafter be referred to as "the Customer". "He" and "His" means the Customer, whether the Customer be a natural person or an artificial person, and the terms "He" and "His" shall include all genders.

### 2. Terms & Conditions

All standard terms and/or conditions appended to or forming part of any order or contained or referred to in any document of the Customer shall be deemed to be null and void. No terms or conditions other than those expressed herein shall be incorporated into this Agreement unless expressly agreed to by the parties in writing. This Agreement is the entire agreement between the Customer and the Company.

### 3. Prices

Any price quoted by the Company shall be fixed for a period of 30 days. Prices quoted do not include delivery unless specifically stated. Value Added Tax is not included in the price (unless specifically stated to be included) and must be paid in addition.

### 4. Payment

4.1. If the Customer has an account with the Company, the Customer shall make payment in respect of the material supplied within 30 days from end of month of invoice without deduction or set-off.

4.2. If the Customer does not have an account with the Company, the Customer shall make payment in respect of the material either prior to or upon delivery/collection of the material without deduction or set-off. If payment is not made, the Company shall have no obligation to provide the material for collection or deliver the material.

4.3. In the event that payment is not made by the Customer in accordance with 4.1 or 4.2 above the Customer shall pay to the Company interest on any sums overdue for so long as they remain or have remained unpaid. Interest shall be calculated at the rate of 5% over the base rate of the National Westminster Bank Plc from time to time per annum until payment is made. This provision shall not affect the Company's other rights in the event of late or non-payment by the Customer.

4.4. In the event that any Invoice becomes overdue for payment ("the event"), the Company shall have the right to commence recovery action in respect of all other unpaid Invoices that have been rendered to the Customer whether or not such Invoices have then become due for payment, and all such Invoices shall be deemed to have become immediately due for payment upon the date of the event.

4.5. If at any time the Company owes any monies to the Customer in respect of any other contract or agreement of any kind, whether for work, services or any other reason, the Company shall be entitled to deduct the amount of such monies owed from any payment otherwise due to the Customer under such other contract or agreement and the Customer shall be deemed to have expressly agreed to the same.

### 5. Delivery and Time

The Customer shall be responsible for arranging delivery/transportation/collection as these are not included within this Agreement unless specifically stated in the Order Confirmation. It is hereby agreed that time shall not be of the essence of this Agreement.

### 6. No Warranty

6.1. In respect of sale to a Business (non-consumer transaction) this Clause 6.1 shall apply and Clause 6.2 shall not apply. The Company accepts no design responsibility and gives no warranty that the material or any part of it will be suitable for any particular purpose. It is the Customer's responsibility to see that he purchases material that is suitable for the purpose intended. Any other warranties, conditions or terms relating to fitness for purpose, quality or condition of the material whether express or implied by statute or common law or otherwise are expressly excluded to the fullest extent permitted by law.

6.2. In respect of sale to a Consumer (non-business transaction) this Clause 6.2 shall apply and Clause 6.1 shall not apply. The Company accepts no design responsibility and gives no warranty that the material will be suitable for any particular purpose unless the Customer makes such purpose known to the Company prior to the Company's acceptance of the Customer's order (being issue of an Order Confirmation by the Company).

### 7. Property and Risk

The property (title) in the material supplied shall pass to the Customer upon payment by the Customer of the agreed price and any applicable Value Added Tax. The risk in the material supplied shall pass to the Customer

upon collection of the material by the Customer or delivery if delivery is to be carried out by the Company, or upon despatch by the Company if the Customer is arranging his own delivery.

**8. Defective materials**

The Customer shall inspect the material upon collection or delivery. Any defect in the material must be reported to the Company in writing immediately and in any event within 48 hours of the collection or delivery of the material. Upon receipt by the Company of the Customer's notice of defective material it shall consider whether the material is in fact defective in anyway and the Company's decision in respect of such will be final. No claim for defective material will be accepted by the Company if the procedure above is not complied with by the Customer. The Company's liability in respect of any material which is defective shall be limited to the replacement of such materials and the Company shall not be liable for any other losses of the Customer whether these may be direct or indirect.

**9. Cancellation**

The Company and the Customer shall be entitled to cancel the material order at any time prior to collection or delivery by written notice to the other. In the event the Company cancels the order it shall not be liable for any losses whether direct or indirect of the Customer. In the event the Customer cancels the order it shall reimburse the Company any direct costs and/or losses incurred by reason of the cancellation.

**10. Indemnity**

The Customer shall be liable for and hereby agrees to fully indemnify and keep indemnified the Company against all of the following:-

**10.1.** Any claim whatsoever in contract or tort or otherwise for any direct or indirect loss, expenses, costs or damages in respect of any property real or personal whatsoever and/or any death of or injury to any person whomsoever arising from or caused by or in connection with any defect in or failure of the materials or part thereof or any act or omission of the Customer or anyone acting on behalf of the Customer.

**10.2.** The Customer shall not be liable if any claim or loss mentioned above shall be respectively made or caused as a direct result of any negligent act or omission of the Company.

**11. Jurisdiction**

This Agreement shall be governed and construed exclusively in accordance with the law of England and the English Courts shall have exclusive jurisdiction in respect of any dispute.

**12. Third Parties**

This Agreement shall not and shall not purport to confer on any person who is not a party to it any right to enforce any term or condition of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

**13. Notices**

Where this Agreement requires written notice to be given by either party to the other such written notice may be communicated by electronic means to the email address provided by the party to whom the notice is to be given.