

The Customer's attention is particularly drawn to the provisions of clause 15 (Limitation of liability).

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Contract.

Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 2.2.

Company: Hadleigh Glass Limited a company registered in England and Wales with company number 03945118 and whose registered office and whose trading address is located at 1 Seager Court, Crockett Road, Hadleigh, Ipswich, Suffolk, IP7 6RL.

Company Materials: has the meaning given in clause 10.1.8.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.8.

Contract: the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases the Goods and/or Services from the Company.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Delivery Location: has the meaning given in clause 5.2.

Deposit: the deposit payable by the Customer for the purchase of Goods and/or Services as set out in the Order.

Force Majeure Event: has the meaning given to it in clause 18.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Goods: the goods (or any part of them) set out in the Order.

Installation Address: the premises where the Services are to be supplied, as set out in the Order.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Company's quotation.

Premises: the Customer's premises where the Services are to be supplied, as set out in the Order.

Schedule of Works: the written schedule of works document, attached to the Order, setting out the description or specification of the Services to be provided by the Company.

Services: the Services comprising of the installation of the Goods at the Premises, by the Company as set out in the Order and/or Schedule of Works.

Substantial Completion: the point in time when all frames have been fixed into the appropriate apertures and glazed with glass or panels, thus making the openings watertight. For the avoidance of doubt, cosmetic defects such as sealed unit imperfections, profile scratches, incomplete trimming or other 'snagging items' such as operational adjustments or replacement of hardware do not impact the status of substantial completion

Interpretation:

1.1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.1.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.1.4 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.

1.1.5 A reference to writing or written includes fax and email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.

2.2 Subject to clause 2.8, the Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 Any showroom samples, photographs, drawings, descriptive matter or advertising issued or provided by the

Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in any catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They are a general guide only to the functioning of a typical unit and the materials used. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.6 The terms of any quotation are subject to the Experian credit rating of the Customer being the same rate at the date on which the Customer notifies the Company that it wishes to accept the quote. In the event that it is not then the Company reserves its right to amend the quotation.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.8 All accepted Orders are subject to survey. Please see clause 3 below.

2.9 By entering into this Contract the Customer has consented to its personal data being shared with third parties for the purposes of fulfilling the requirements of the Competent Person Scheme for self-certification under the Building Regulations. Where you have not done so then this Contract will automatically terminate. Personal data includes title, name, address, phone and email numbers. This data will be used to provide essential documentation and will be retained on files for the lifetime of the guarantees which does not exceed 10 years.

3. SURVEY

3.1 Following the acceptance of an Order, where required, the Company will arrange with the Customer an inspection of the Premises, by the Company's surveyor. The sole purpose of this inspection is to ascertain the feasibility of the Goods to be installed and the Services to be provided, as shown in the Schedule of Work. The surveyor will not undertake a general survey of the Premises. His inspection will be confined to those areas of the Premises which directly relate to the proposed supply of the Goods and Services. The Company will not be responsible for remedying hidden structural complications which become evident when the installation of the Goods is taking place.

3.2 The supply of Services is conditional upon the Company's surveyor signing off the Schedule of Work following an inspection of the Premises. A confirmation of Survey will be issued to the Customer following any survey being completed.

3.3 The Company reserves the right to make such modifications to the Schedule of Work, as its surveyor deems necessary in order for the provision of Goods and Services to take place. The Company will notify the Customer of any such changes for acceptance by the Customer where an amendment is made to the Schedule of Work.

3.4 If the Company's surveyors' approval is not given for whatever reason, the Deposit will be refunded without interest, and this Contract will automatically terminate.

4. GOODS

4.1 The Goods are described in the Order, as amended in the Schedule of Works.

4.2 The Company reserves the right to amend the Schedule of Works if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

5. DELIVERY OF GOODS

5.1 The Company shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable) and if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Company notifies the Customer that the Goods are ready.

5.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

5.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.5 If the Company fails to deliver the Goods, its liability shall be limited to the reasonable costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

5.6 If the Customer fails to take delivery of the Goods within five Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to

comply with its obligations under the Contract in respect of the Goods:

5.6.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and

5.6.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.7 If ten Business Days after the Company notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5.8 The Company may deliver the Goods by instalments. If it does then each instalment will be paid for and invoiced separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. QUALITY OF GOODS AND COMPANY GUARANTEE

6.1 Subject to clauses 6.3 to 6.11 (inclusive), the Company warrants that on delivery, and for a period of 12 months thereafter, the Goods shall:

6.1.1 conform in all material respects with their description and any applicable Goods Specification;

6.1.2 be free from material defects in design, material and workmanship; and

6.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

6.1.4 conform with the standards published within the Company's "Product Quality Charter", a copy of which is available on request and which mirrors the standards and the method of inspection which is considered standard to its industry and promoted by the Company's.

The Company shall, at its option, repair or replace any Goods which do not comply with this clause 6.1, or refund the price of the defective Goods in full if:

6.1.5 for any latent defect of the Goods apparent on delivery, notice is provided to the Company within 24 hours of delivery;

6.1.6 for any other defect not covered under clause 6.1.5, the Customer gives notice in writing during the 12 month period within 24 hours of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1; and

6.1.7 the Company is given a reasonable opportunity of examining such Goods.

6.2 Subject to clauses 6.1.5, 6.3 to 6.11 (inclusive) the Company guarantees that for a period of 12 months from the date of delivery, the Goods shall be free from material defects in design, material and workmanship subject to the Customer providing the Company with written notice of the defect within 24 hours of the date upon which the discovery of the defect ought reasonably to have been made.

6.3 The Company shall not be liable for the Goods' failure to comply with the warranties in clauses 6.1 and 6.2 if:

6.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clauses 6.1.5, 6.1.6 or 6.2;

6.3.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the maintenance of the Goods or (if there are none) good trade practice;

6.3.3 the defect arises as a result of the Company following any drawing, design or Goods Specification supplied by the Customer;

6.3.4 the Customer alters or repairs such Goods without the written consent of the Company;

6.3.5 the Customer removes or repositions any Goods or allows any other person to do so who is not one of the Company's personnel;

6.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

6.3.7 the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.4 In addition to the warranties and guarantee contained within clause 6.1 and 6.2, the Company also warrants the Goods as set out in the Hadleigh Glass Warranty, a copy of which is available at request and will also be provided to you after the installation of your Goods.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

7.2.1 the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

7.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

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

7.3.1 unless the Company is installing the Goods for the Customer, store the Goods separately from all other goods held

by the Customer so that they remain readily identifiable as the Company's property;

7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;

7.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 16.1.2 to clause 16.1.4; and

7.3.5 give the Company such information relating to the Goods as the Company may require from time to time.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:

7.4.1 it does so as principal and not as the Company's agent; and

7.4.2 title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 16.1.2 to clause 16.1.4, then, without limiting any other right or remedy the Company may have:

7.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

7.5.2 the Company may at any time:

7.5.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

7.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. SUPPLY OF SERVICES

8.1 The Company will contact the Customer once the Goods are ready for installation and the Customer will permit the Company access to the Premises on the dates agreed in order for the Company to supply the Services.

8.2 The Company shall supply the Services to the Customer in accordance with the Schedule of Works in all material respects.

8.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.4 The Company will provide the Customer with an estimated performance period for supplying the Services in the Order.

8.5 In the event that the supply of Services is not substantially completed within the estimated performance period, the Customer may serve written notice on the Company to complete the Services within six weeks of the date of the notice.

8.6 The Company reserves the right to amend the Schedule of Works if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

8.7 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

8.8 Following completion of the installation of the Goods the Company's installation manager will attend the Premises in order for the Customer to sign off the Services which have been completed.

9. SUPPLY OF SERVICES – ADDITIONAL WORK (BUILDING, MECHANICAL, ELECTRICAL)

9.1 The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the Premises, e.g., pipes, electricity, telephone or television cables.

9.2 The Company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials and cannot guarantee the matching of external specialist finishes such as pebble-dashing, Tyrolean or similar materials. When variations occur in existing plaster lines the Company cannot guarantee the equal amounts of sub frame will be visible all round.

9.3 The Company will make good any damage caused in the course of installation to plaster, floor, rendering, brick work or pointing immediately surrounding any window or door installed but the Company cannot guarantee to avoid causing superficial damage to surrounding wallpaper and paint work or to avoid damage to ceramic tiles in the same area. The making good of that damage is the Customer's responsibility.

9.4 The Company cannot undertake to remove intact any glass, frames or secondary double-glazing units or guarantee to remove or replace existing secondary double-glazing units without causing damage.

9.5 All materials removed during the course of the supply of Services will be cleared from the Premises and cannot be retrieved thereafter. If any materials are required to be retained (but see clause 9.4 above) this must be clearly stated in the Order.

9.6 The Company cannot be held responsible for matching existing floor level. All bases will be made to existing damp course level, if not otherwise stated.

9.7 All bases carried out by the Customer must be constructed to the standards laid down by the Company and must be to within a tolerance of 10mm, if not the installation can be refused and extra cost may be incurred by the Customer.

9.8 Inclusive ground/building works quotations allow for a maximum footing width of 450mm by 1 meter deep and best matching standard facing bricks will be surcharged accordingly.

9.9 Quotations for electrical cabling and copper pipe work allow surface fixing.

9.10 Any access or lifting equipment required (as a result of the Company's Health and Safety Risk Assessment) to safely carry out remedial or replacement work, will be at the cost of the Customer.

10. CUSTOMER'S OBLIGATIONS

10.1 The Customer shall:

10.1.1 ensure that the terms of the Order and any information it provides in the Works Schedule and the Goods Specification are complete and accurate;

10.1.2 co-operate with the Company in all matters relating to the Services;

10.1.3 provide the Company, its employees, agents, consultants and subcontractors, with access to the Premises as reasonably required by the Company to provide the Services;

10.1.4 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

10.1.5 prepare the Customer's Premises for the supply of the Services;

10.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

10.1.7 comply with all applicable laws, including health and safety laws;

10.1.8 keep all materials, equipment, documents and other property of the Company ("**Company Materials**") at the Customer's Premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and

10.1.9 comply with any additional obligations as set out in the Schedule of Works; and

10.1.10 where being supplied by the Customer, the Customer must ensure that all scaffolding or safe working platforms are in place to allow the installation to take place and the Customer will ensure that there are not obstructing the installation.

10.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**");

10.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;

10.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 10.2; and

10.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

11. CHARGES AND PAYMENT

11.1 The price for Goods:

11.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of the Order; and

11.1.2 shall be inclusive of all costs and charges of packaging, insurance, transport of the Goods, unless otherwise stated in the Order.

11.2 The charges for Services shall be the price set out in the Order.

11.3 The Company reserves the right to:

11.3.1 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:

11.3.1.1 any factor beyond the control of the Company (including foreign exchange fluctuations, or increases in taxes and duties;

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

11.3.1.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.

11.4 In respect of the Goods and Services, the Company shall invoice the Customer at any time following the Contract arising. Payment is due within one Business Day of the day on which Substantial Completion takes place unless alternative payment terms are expressly agreed in the Order or have otherwise been agreed between the Company and the Customer.

11.5 The Customer shall pay each invoice submitted by the Company:

11.5.1 within one Business Day of the date of Substantial Completion or in accordance with any credit terms set out in the

accepted Order or as otherwise agreed by the Company and confirmed in writing to the Customer; and

11.5.2 in full and in cleared funds to a bank account nominated in writing by the Company.

11.6 Time for payment shall be of the essence of the Contract.

11.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

11.8 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 16 (**Termination**), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.8 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

11.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.10 For the avoidance of doubt, payment is due on the due date and may not be delayed or withheld for any reason.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.

13. DATA PROTECTION AND DATA PROCESSING

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

13.3 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Company for the duration and purposes of the Contract.

13.4 Without prejudice to the generality of clause 13.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Contract:

13.4.1 process that Personal Data only on the written instructions of the Customer unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (**Applicable Data Processing Laws**). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Company from so notifying the Customer;

13.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

13.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

13.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

13.4.4.1 the Customer or the Company has provided appropriate safeguards in relation to the transfer;

13.4.4.2 the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

13.4.4.3 the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

13.4.4.4 the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

13.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

13.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;

13.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Data Processing Law to store the Personal Data; and

13.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 13.

13.5 Either party may, at any time on not less than 30 days' notice, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

14. CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Company's of the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

15.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

15.1.1 death or personal injury caused by negligence;

15.1.2 fraud or fraudulent misrepresentation; and

15.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

15.2 Subject to clause 15.1 and clause 15.3, the Company's total liability to the Customer shall not exceed the total price paid by the Customer under the Contract to which the liability arises.

15.3 This clause 15.3 sets out specific heads of excluded loss:

15.3.1 Subject to clause 15.1 the following types of loss are wholly excluded under the Contract:

15.3.1.1 Loss of profits.

15.3.1.2 Loss of sales or business.

15.3.1.3 Loss of agreements or contracts.

15.3.1.4 Loss of anticipated savings.

15.3.1.5 Loss of use or corruption of software, data or information.

15.3.1.6 Loss of or damage to goodwill.

15.3.1.7 Indirect or consequential loss.

15.4 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 6 clause 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.

15.5 Unless the Customer notifies the Company that it intends to make a claim in respect of an event within 28 days of the claim arising, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15.6 This clause 15 shall survive termination of the Contract.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

16.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

16.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

16.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

16.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

16.2.2 there is a change of Control of the Customer.

16.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.1.2 to clause 16.1.4, or the Company reasonably believes that the Customer is about to become subject to any of them.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of the Contract:

17.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

17.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

17.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

18. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

19. GENERAL

19.1 Assignment and other dealings

19.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

19.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

19.2 Notices.

19.2.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

19.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

19.2.1.2 sent by fax to its main fax number.

19.2.2 Any notice shall be deemed to have been received:

19.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

19.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and

19.2.2.3 if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.2.4 A notice given under this Contract is not valid if sent by email.

19.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by

law shall prevent or restrict the further exercise of that or any other right or remedy.

19.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19.6 Entire agreement.

19.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

19.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

19.7 **Third parties rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

19.9 **Conflict.** In the event of a conflict between the terms set out in these Conditions, the Order or within the Schedule of Works, the terms set out within the following documents shall apply in the following order:

19.9.1 The Order;

19.9.2 The Schedule of Works; and

19.9.3 These Conditions.

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

19.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

20 DELAYED PROJECTS

20.1 Due to periodic supplier price increases, Hadleigh Glass Limited reserves the right to review any agreed prices on contracts where the installation date is delayed longer than 4 months (16 weeks) from the original contract date. If a survey has been completed and signed off, with a 50% deposit paid, then this term will not apply.