

Indigo Awnings

CONDITIONS OF SALE AND SUPPLY

In these conditions, Indigo Awnings Ltd. Is called 'the Company and the person placing the order as the customer together with any person, Company or organisation or other body, on behalf of whom such signature is given is/are referred to as 'the Customer', who warrants that he/she has authority to enter into the Contract.

CONTRACT

1 The terms of the contract between the Company and the Customer comprise the order attached, the conditions contained in this document together with any specific commitments or representations made to the customer by any authorised officers, agent or employee of the Company. No Contract shall exist between the Company and the Customer unless and until the order contained attached has been acknowledged and accepted in writing by the Company. No variation of this Contract shall bind either party, unless the same is made in writing and signed by the Customer and an authorised officer, agent or employee of the Company. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the quotation or Contract.

2 Any description of the products and their effects is set out in the current descriptive literature issued by the Company, or as displayed in the Company's showrooms, and/or as represented by the Company's authorised officers, agents or employees. The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

3 The supply and any installation will be carried out in accordance with the written provisions of the summary of products as quoted and attached together with the installation schedule, where applicable. No work or materials other than set out in the schedule will be supplied, unless additionally requested and paid for.

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, customer, practice or course of dealing.

PRICE

4 The total Contract price on this order for the supply and installation of all items and services scheduled therein, shall remain fixed and will not subject to any surcharge or charge provided that

(a) The Company is not prevented by circumstances or control and responsibility of the Customer, from completing the delivery and/or installation within a period of six months of the date of this Contract (hereafter, the Company reserves the right to pass on any price rises that may have occurred during the time elapsing between order and delivery dates).

(b) Any Amendments to this order, requested by the Customer, must be made within 2 working days of the order date. (Any amendments after this deadline may result in additional charges in the event that goods ordered have been manufactured or specially purchased, prior to the date of the required amendment. All and any amendments to order will only be processed on acceptance by the Company of revised signed and priced formal order accompanied by the required payment.

(c) There are no factors beyond the Company's control which (materially) affects the price (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing cost).

WORK

5 Should the Company be required by the Customer to undertake the work of removing for example objects, no guarantee is implied or given that these items are suitable for re-use. The Customer is warned that the objects may break apart when removed. The Company therefore accepts no liability or responsibility for the condition of moved and/or re-used items, providing that reasonable care is used in undertaking such work.

6 Unless specifically detailed and charged on an installation schedule, the responsibility for the site clearance necessitated by the fitting schedule remains the responsibility of the Customer.

7 The company shall use its reasonable endeavours to deliver and install products in accordance with the delivery/Installation dates given subject to confirmation thereof by the Company's Customer Services Department.

LIABILITY

8 Subject to any responsibilities of the Company towards the Customer under the Consumer Protection Act 1987 or as otherwise provided by the statute, the Company shall not be liable for any loss suffered by the Customer, arising from any faulty products, materials or workmanship provided by the Company, other than the any direct loss and/or damage suffered by the Customer arising as a result of the act, default or negligence of the Company, and which was a risk that in all the circumstances was reasonably foreseeable or which was specifically brought to the attention of the Company prior to the date of the Contract.

Without prejudice to paragraph (8), the Company shall not be responsible for loss of profit, goodwill, business opportunity, anticipated saving or special, indirect or consequential damage or loss.

Without prejudice to paragraph (8), the Company's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 5% of the net order value (nett of VAT)

9 The Company shall use its reasonable endeavours to satisfy itself that the Customer's premises, land and/or any part of the existing structure for fittings are suitable for the installation and that such constructions is lawful. However, the Company shall not be responsible on any account whatsoever in the event that such premises, land and/or structure is affected by a defect which may affect the suitability and/or legality of installation and which is not a defect which the Company might reasonably be expected to be aware of prior to commencement of installation.

10 The safety of all materials left on site and part completed installation shall be the responsibility of the Customer who shall be liable to the Company for any theft, accidental, malicious or negligent damage, and the Customer should ensure the provision of adequate insurance cover any loss thereby caused. The Customer shall not however be liable in the event that any such damage is caused by any of its employees or subcontractors.

11 It is the responsibility of the Customer to determine whether he is entitled to a local authority of other grant in connection with any work to be undertaken pursuant to the Contract and the company gives no representation and accepts no responsibility in the respect.

RIGHT TO VARY TERMS

12 Every time the Customer orders products from the Company the Terms in force at that time of the Customers order will apply to that Contract between the Company and the

Customer. The Company may revise these Terms as they apply to the to the Customers Order from time to time to reflect the following circumstances changes in relevant laws and regulatory requirements.

ASSIGNMENT AND NOVATION

13 The Company may transfer our rights and obligations under a contract to another organisation, but this will not affect the Customers rights or the Company's obligations under these Terms.

THIRD PARTY RIGHTS

14 This Contract is between the Company and the Customer. No other person shall have any rights to enforce any of its terms.

ACCESS/SERVICES

15 The customer will give access to his premises to the Company, its employees, agents and workmen at all reasonable times so that the company may complete its obligations pursuant to the Contract.

16 The customer agrees to allow the free use of any services supplied to his premises for the purpose of carrying out the Company's obligations pursuant to the Contract.

VAT

17 Value Added Tax will be shown on the deposit and final invoices at the date of contract. However, Value Added Tax will be payable at such time and at such rate as the requirements of H.M.Customs & Excise provide even if the dates are for calculation or the rate of calculation or the date for payment should differ from that shown on the Contract.

PAYMENT

18 All goods are payable upon delivery/installation unless by prior agreement.

19 The delivery/installation payment may be either by direct bank transfer (BACS) or by cheque. Cheques should be made payable to Indigo Awnings Ltd and cheques handed to the Company's agent or representative (usually the driver) but, in any event the Customer must retain a copy of the Contract with the payment indicated and receipted by the person to whom the cheque is handed over. The Company reserves the right to charge interest at the rate of 3% compound interest above the base lending rate for the time being of the Nation Westminster Bank Plc on any balances of the Contract price remaining outstanding after the Due Date.

20 Completion of additional work required by the Customer or minor adjustments or work to be carried out under guarantee, are to be treated as separate contracts, and do not constitute a valid reason for not completing the payments agreed and scheduled.

21 Any concession, latitude or waiver allowed to the Customer by the Company at any time in respect of the performance of this Contract shall be without prejudice to its strict and full rights under the Contract and shall not prevent the Company subsequently exercising such rights.

GUARANTEE

22 All products together with any associated installation work covered by this order is fully protected by the Company's 12 months Warranty. Any fault occurring as a result of a manufacturing defect failure of any material used, or as a result of a faulty installation notified to the Company within 12 months of the date of completion of the Contract will be repaired by the Company free of all charges. Specially excluded from this Guarantee are breakdown, failures caused by the negligence or misuse of items by the Customer and non payment of invoices. The Company shall retain full title to the goods until they are paid for in full.

NON OF THESE PROVISIONS AFFECT YOUR STATUTORY RIGHTS

CANCELLATION

23 The Company may cancel the Contract and all money paid by the Customer will be refunded in full in the event that the Company receives an unsatisfactory survey report (if applicable) in respect of the works to be undertaken under the Contract to the Company. The Survey Report will normally take place by arrangement with the Customer within 14 days of the date requested by the customer. A copy of an unsatisfactory Survey Report will be made available to the Customer if requested by the Customer.

24 The Contract cannot be cancelled by the Customer after the deposit has been received by the Company, as the goods are immediately sent for production. Without prejudice to its rights to claim damages for breach of Contract, the Company may, at its sole discretion in appropriate cases, agree to the cancellation of a Contract by the Customer, which the Customer has no right to cancel, upon payment to the Company of all expenses incurred by it prior to the date of cancellation, such expenses being subject to VAT at the applicable rate and to include any charges in respect of goods ordered which have been manufactured or specifically purchased prior to the date of cancellation.

SEVERABILITY

25 If and to the extent that any provision or any part of the Contract is deemed to be illegal void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect.

FORCE MAJEURE

26 The Company shall not be liable to the Customer in the event that the Company is prevented from fulfilling its obligation hereunder due in whole or in part to an event of force majeure which expression shall mean any circumstances beyond the reasonable control of the Company.

LAW

27 The Contract shall be construed according to the laws of England and the Company and the Customer submit to the non-exclusive jurisdiction of the English Courts in connection with any disputes or proceedings.