

# SIP-PANELS LIMITED TERMS AND CONDITIONS FOR SUPPLY OF PANEL KITS AND GOODS

## Definitions

In this document the following words shall have the following meanings:

1. "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
2. "Customer" means any person or company who purchases Goods or Services from the Supplier;
3. "Goods" means the articles, panel kits, consultancy, calculations, drawings, specifications specified in the Proposal;
4. "Proposal" means a statement of work, quotation or similar document describing the Goods provided by the Supplier;
5. "Supplier" means SIP-PANELS Limited, with a registered office at 61 Bridge Street, Kington, HR5 3DJ.
6. "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

## General

7. These Terms and Conditions shall apply to all contracts for the supply of Goods by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
8. Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
9. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods, by virtue of any statute, law or regulation.
10. Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

## The Order

11. Any Proposal issued by SIP-PANELS Limited will be deemed to be subject to these Terms and Conditions and shall remain valid for a period of 30 days.
12. The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 11.
13. All Orders for Goods shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

## Price and Payment

14. The price for the Goods is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.
15. Payment of the price shall be in the manner specified in the Proposal.
16. If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the current base rate plus 2% per month on the outstanding amounts.

## Delivery

17. The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
18. All risk in the Goods shall pass to the Customer upon delivery.

## Title

19. Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

## Customer's Obligations

To enable the Supplier to perform its obligations the Customer shall:

20. cooperate with the Supplier;
21. provide the Supplier with any information reasonably required by the Supplier;
22. obtain all necessary permissions, licences and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
23. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## Supplier's Obligations

24. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
25. The Supplier shall supply the Goods with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

## Limitation of Liability

26. Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
27. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer however caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
28. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

## Cancellations Rights

29. Our Goods are bespoke and made to measure to your specifications and are therefore exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
30. If the customer decides to cancel, cancellation should be notified to SIP-PANELS Limited in writing by email.
31. If the order is cancelled later than 7 days from the date of the order, the customer is to be liable for all costs plus 10% incurred by SIP-PANELS Limited.
32. Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 7 days of delivery and return the Goods to the supplier within 7 days of notifying the supplier. Once the supplier has confirmed the Goods are faulty or do not comply with any of the contract the Customer shall be entitled to replacement Goods or a full refund for the cost of the Goods, excluding any design or consultancy costs.

## Force Majeure

33. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## Governing Law

34. Any disputes arising from this contract shall be subject to the jurisdiction of the courts of England and Wales.