

DATED 03 October 2016

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

PREMIER LOFT LADDERS LIMITED

COMPANY NUMBER: 04941576

Ashtons
LEGAL

MRD 186519-0003
Chequers House
77-81 Newmarket Road
Cambridge
Cambridgeshire
CB5 8EU

Please read the following important terms and conditions before you buy anything from Premier Loft Ladders Limited.

Summary of some of your key rights as a Consumer: If you are not purchasing as a Consumer this and any terms referring to a Consumer will not apply to you.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

If you don't understand any of this contract and want to talk to us about it, please contact us by: email sales@premierloftladders.com (Monday to Saturday: 9am to 5pm); and telephone 01394 214413 (Monday to Saturday: 9am to 5pm).

Do you need extra help?

If you would like this contract in another format (for example: large print) please contact us using the contact details above.

The Customer's attention is particularly drawn to the provisions of clause 10.

1. INTERPRETATION

1.1 Definitions.

In these Conditions, the following definitions apply:

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

"Conditions" these terms and conditions as amended from time to time in accordance with clause 14.8.

"Contract" the contract between the Supplier and the Customer for the supply of Goods in accordance with these Conditions.

"Consumer" is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession.

"Customer" the person or firm who purchases the Goods from the Supplier.

"Deliverables" the deliverables set out in the Order.

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

"Goods Specification" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

"Order" the Customer's order for the supply of Goods, as set out in the customer's order form or as the case may be.

"Supplier" **Premier Loft Ladders Limited**, 2 Dawson Drive, Trimley St Mary, Felixstowe, Suffolk, IP11 0YW, registered in England and Wales with company number 04941576.

"Warranty Period" unless otherwise stated in the Order, the Warranty Period shall be 12 months from the date of delivery.

2. BASIS OF CONTRACT

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

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (the "Commencement Date").

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Goods contained in the Supplier's catalogues, its website 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 or have any contractual force.

2.5 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.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue, provided the Supplier has not previously withdrawn it.

2.7 Except in cases where the Customer is a Consumer, no Order which has been accepted by the Supplier may be cancelled or varied by the Customer without the express written consent of the Supplier.

2.8 If the Customer is a Consumer, the Customer may make a change to the Order at any time before delivery of the Goods by contacting the Supplier. Where this means a change in the total price of the Order, the Supplier will notify the Customer of the amended price in writing.

The Customer (as a Consumer) can choose to cancel the Order in accordance with condition 13.1 in these circumstances.

- 2.9 If the Customer is a Consumer and the Customer wishes to cancel an Order before it has been delivered, please see condition 13.1.
- 2.10 All of these Conditions shall apply to the supply of Goods except where specified otherwise.

3. GOODS

- 3.1 The Goods are described in the Supplier's website, Order, quotation (which may include images) or any other literature provided by the Supplier to the Customer.
- 3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1 The Supplier may use third party transportation companies to deliver their Goods. If the Customer requires special delivery instructions this must be informed to the Supplier from the outset of the Order. If the Supplier requires the Customer to return any packaging material to the Supplier, this will be made aware to the Customer before the Goods are delivered. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (the "Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (as defined at 15.1) or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Furthermore, the Supplier shall also not be liable for any delay in delivery of the Goods caused by the Customer's failure to ensure safe and clear access to the Customer's premises, or if the Customer does not have the correct offloading equipment to ensure safe delivery at the Customer's premises.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the 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.
- 4.6 If the Customer fails to accept or take delivery of the Goods within 5 Business Days of the Supplier 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 Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the 2 Business Day following the day on which the Supplier notified the Customer that the Goods were ready;
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
 - (c) The Supplier may charge for any failed delivery attempts arising out of the Customer's failure to comply with clause 4.4.
- 4.7 If 5 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for 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.
- 4.9 If the Customer is a Consumer, delivery of the Goods shall be completed when the Goods are in the physical possession of the Customer and any third party the Customer has asked the Goods to be delivered to.
- 4.10 If the Customer is a Consumer, delivery of the Goods shall be completed without undue delay and within 30 days from after the day on which the contract is entered into unless the parties have agreed a different period.
- 4.11 Unless the Customer (as a Consumer) and the Supplier agree otherwise, if the Supplier cannot deliver the Goods within 30 days, the Supplier will:
- (a) let the Customer (as a Consumer) know;
 - (b) Cancel the Customer's (as a Consumer) order; and
 - (c) give the Customer (as a Consumer) a refund.

5. QUALITY OF GOODS

- 5.1 The Supplier warrants that on delivery, and for the Warranty Period, the Goods shall:
- (a) conform with their description to the Goods Specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arose due to failure by the Customer to store, install, use or maintain the Goods in accordance with the manufacturer's warranty;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
 - (e) the Customer uses the Goods for a purpose which the Goods are not intended;
 - (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - (g) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- (a) the Goods; and
 - (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
 - (b) store the Goods indoor securely, and separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - (e) hold the proceeds of the insurance referred to at 6.3(d) on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
 - (f) notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(l); and
 - (g) give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- but the Customer may resell or use the Goods in the ordinary course of its business.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(l), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, 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.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - (b) specify any specific delivery requirements at the outset of the Order;
 - (c) co-operate with the Supplier in all matters relating to the Goods;
 - (d) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - (e) provide the Supplier with such information and materials as the Supplier may reasonably require, and ensure that such information is accurate in all material respects;
 - (f) prepare the Customer's premises for the supply of the Goods; and keep and maintain all materials, equipment, documents and other property of the Supplier (the "Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and

not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

7.2 If the Supplier's performance of any of its obligations is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (the "Customer Default"):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

8.1 The price for the Goods shall be the price (in pounds Sterling (£) (GBP)) set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. Unless otherwise stated in the Order, the price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

8.2 In respect of Goods, the Supplier shall, unless stated otherwise at the time of Order, invoice the Customer on or at any time after completion of delivery.

8.3 Unless the Order is placed online where payment shall be due immediately upon placing the Order, the Customer shall pay each invoice submitted by the Supplier:

- (a) on a date specified at the time of Order, but in any event no later than 30 days of the date of the invoice. If the Customer is paying an invoice by cheque, then the cheque must be received by the Supplier, no later than 25 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

8.4 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).

8.5 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (the "Due Date"), the Supplier shall have the right to charge interest on the overdue amount at the rate of 5 per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

8.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8.7 If the Customer is a Consumer, the Supplier will give the Customer at least 14 days notice of any increase in the price for the Goods. The Customer shall have the right to cancel the contract with immediate effect by giving the Supplier written notice of cancellation within 7 days of receipt of such notification.

9. CONFIDENTIALITY

A party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the "Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

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

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (e) defective products under the Consumer Protection Act 1987; or
- (f) any other losses which cannot be excluded or limited by applicable law.

10.2 Subject to clause 10.1, this clause does not apply to consumers:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other 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 the Order price.

10.3 Subject to clause 10.1, in respect of a consumer we shall not be liable for:

- (a) losses that were not foreseeable to you and us when the contract was formed; or
- (b) that were not caused by any breach on our part;
- (c) business losses; and
- (d) losses to non-consumers.

10.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.5 This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(b) to clause 11.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:

- (a) by giving the Customer 1 months' written notice;
- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 11.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:
- (a) the Customer fails to make pay any amount due under this Contract on the due date for payment; or
 - (b) the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier 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;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. CUSTOMER RIGHTS TO CANCEL (THIS CONDITION APPLIES TO CONSUMERS ONLY)

- 13.1 Before the Goods are delivered, the Customer (where they are a Consumer) may withdraw its Order by providing the Supplier with written notice of the decision to withdraw before the Contract is made, if the Customer simply wishes to change its mind and without giving the Supplier a reason, and without incurring any liability to the Supplier.
- 13.2 Where the Supplier is supplying Goods, the Customer shall have the right to cancel this Contract within 14 days of the day on which the Goods come into the physical possession of the Customer or any third party the Customer has asked the Goods to be delivered too, without giving any reason.
- 13.3 The cancellation rights referred to in Condition 13.2 do not apply where the Supplier has provided Goods that are made to the Customer's Specifications or are clearly personalised.
- 13.4 To exercise the right to cancel in Condition 13.2, the Customer must inform the Supplier's Sales Manager at Premier Loft Ladders Limited, 2 Dawson Drive, Trimley St Mary, Felixstowe, Suffolk, IP11 0YW, registered in England and Wales with company number 04941576, email sales@premierloftladders.com; and telephone 01394 214413 of the decision to cancel this Contract by a clear statement setting out the decision (preferably via a letter sent by post, or email). The Customer need not give the Supplier a cancellation notice in writing, however, the Customer may wish to use the model cancellation form set out in schedule 1 of these terms and conditions (but it is not obligatory). In any event the Customer must be able to show clear evidence of when the cancellation was made, so it might be better for the Customer to use the model cancellation form attached.
- 13.5 If the Customer cancels this Contract, the Supplier will reimburse to the Customer all payments received from the Customer, including the costs of delivering the Goods to the Customer (except for the supplementary costs arising if the Customer chose a type of delivery other than the least expensive type of standard delivery offered by the Supplier).

- 13.6 Unless the Supplier has agreed otherwise, the Customer is responsible for the costs involved in returning the Goods back to the Supplier. The method of delivery chosen must adequately insure the cost of the Goods being returned by the Customer.
- 13.7 The Customer has an obligation to return any Goods without undue delay and in any case not later than 14 days after the day on which the Consumer informs the Supplier that they wish to cancel.
- 13.8 The Supplier may withhold reimbursement until the Supplier has received the Goods back from the Customer or the Customer has supplied evidence of having sent back the Goods, whichever is the earliest.
- 13.9 The Supplier may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by the Customer (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might be reasonably allowed in a shop, this includes attempting to install the Goods and making any alterations to the Goods whatsoever). The Customer is obliged to pay the Supplier the amount of that loss which may up to the contract price.
- 13.10 If the Contract is cancelled before any Goods were supplied, the Supplier will make the reimbursement without undue delay, and not later than 14 days after the day on which the Supplier was informed about the decision to cancel this Contract.
- 13.11 If the Contract is cancelled after Goods have been supplied, the Supplier will make the reimbursement without undue delay, and not later than:
- (a) 14 days after the day the Supplier receives back from the Customer any Goods supplied, or
 - (b) (if earlier) 14 days after the day the Customer provides evidence that the Customer has sent back the Goods.
- 13.12 The Supplier will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.

14. GENERAL

- 14.1 Force majeure:
- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
 - (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 - (c) If the Force Majeure Event prevents the Supplier from providing the Goods for more than 8 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 14.2 Assignment and subcontracting:
- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.3 Notices:
 - (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or in the case of a Consumer the address provided to the Supplier, or sent to the other party's main fax number or email address.
 - (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
 - (c) This clause 14.3 shall not apply to the service of any proceedings or other documents in any legal action.
- 14.4 Waiver and cumulative remedies:
 - (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
 - (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 14.5 Severance:
 - (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.
- 14.9 Disputes:
 - (a) The Supplier will try to resolve any disputes with a Customer quickly and efficiently.
 - (b) If the Customer is unhappy with the Goods or any other matter, please contact the Supplier using the contact details at the start of these Terms.

14.10 If the Supplier cannot resolve a dispute using their internal complaint handling procedure, the Supplier will:

- (a) let the Customer know that the Supplier cannot settle the dispute; and
- (b) give the Customer certain information required by law about alternative dispute resolution.

14.11 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1
Model Cancellation Form

To: The Sales Manager
Premier Loft Ladders Limited (Co.No. 04941576)
2 Dawson Drive, Trimley St Mary, Felixstowe, Suffolk, IP11 0YW,
telephone number 01394 214413
email: sales@premierloftladders.com

I/We [*] *[insert details]* hereby give notice that I/We [*] *[insert details]* cancel my/our [*] *[insert details]* contract of sale of the following goods/for the supply of the following service *[insert details]* [*],

Ordered on *[insert details]*/received on *[insert details]* [*],

Name of Consumer(s),

Address of Consumer(s),

Signature of Consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate