

TERMS AND CONDITIONS FOR INSTALLATION SERVICES BY ROMPA LIMITED

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 9 (LIMITATION OF LIABILITY).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Customer: means any Customer that is ordering and receiving Services whilst acting in the course of his trade, business, craft or profession.

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with Clause 6.

Commencement Date: has the meaning given in Clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 12.5.

Contract: the contract between the Supplier and the Customer for the supply of 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.

Consumer: means any Customer that is acting as a "consumer"; that is a natural person who is not acting in the course of his trade, business, craft or profession. If you are buying Services for your home and family then you are likely to be a Consumer.

Customer: the person, company or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in Clause 5.2.

Deliverables: the deliverables set out in the Specification produced by the Supplier for the Customer, including any goods to be installed, supplied or provided as part of the Services.

Documentary Deliverables: means any Deliverables in documentary form such as, but not limited to, electrical plans, room designs and schematics.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks 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 Services placed by the Customer by telephone or by mail order in accordance with the instructions set out on the Supplier's website, in the Supplier's brochures and catalogues, or in the Quotation (where relevant).

Quotation: means the quotation that may be supplied by the Supplier to the Customer for the supply of Services as amended by the written agreement of the parties, and which may include a Specification, a quotation for the Services, and details relating to the Supplier. Where only a Specification is provided by the Supplier to the Customer, such Specification shall be understood to be the Quotation.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: Rompa Limited registered in England and Wales with company number 04011415 whose registered office is at Rompa Limited, Goyt Side Road, Chesterfield, Derbyshire, S40 2PH.

Supplier's Goods T&Cs: means the Supplier's terms and conditions for the sale of goods as contained at Schedule 1 to these Conditions.

Supplier Materials: has the meaning set out in Clause 5.1(i).

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (a) is a reference to it as amended, extended or re-enacted from time to time; and
 - (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) 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.
- (c) A reference to **writing** or **written** includes fax and email.

2. BASIS OF CONTRACT

- 2.1 These Conditions shall apply to the supply of Services, and the Supplier's Goods T&Cs shall apply to the supply of goods installed, supplied or provided in connection with the provision of the Services save where there is any conflict between the terms of these Conditions and the Supplier's Goods T&Cs in which case these Conditions shall prevail.

- 2.2** The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.3** 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 (**Commencement Date**).
- 2.4** Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services 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 law, trade custom, practice or course of dealing.
- 2.6** Any quotation given by the Supplier and evidenced in a Quotation shall not constitute an offer, but shall be presumed to be the basis of any Order subsequently received save that the quotation is only valid for the timescale set out in the relevant Quotation.
- 3. SUPPLY OF SERVICES**
- 3.1** The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2** Where relevant having regard to the nature of the Services, the parties may arrange for a Customer site survey to be carried out prior to the provisions of the Services, at a date to be agreed by the parties. When carrying out any site survey, the Supplier (and its employees, personnel or sub-contractors, as relevant) shall abide by any reasonable site rules as notified by the Customer to the Supplier.
- 3.3** The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4** The Supplier reserves the right to amend the Specification and/or make any changes to the Services which are 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 Supplier shall notify the Customer in any such event.
- 3.5** The Supplier shall provide the Customer with product specific training (where relevant) immediately following the provision of all installation services to the Customer, provided that a relevant person is available to receive the training prior to the Supplier or the Supplier's contractor leaving the Customer's premises.

3.6 The Supplier warrants to the Customer that:

- (a) the Services will be provided using reasonable care and skill;
- (b) For a period of two (2) years from completion of the Services, all products exclusive to the Supplier and installations shall conform in all material respects with their description as set out in the Specification;
- (c) For a period of one (1) year from completion of the Services, all non-exclusive products shall conform in all material respects with their description as set out in the Specification;
- (d) Clauses 3.6(b) and 3.6(c) above shall not apply to wear and tear items (e.g. light bulbs);
- (e) **Consumers only:** the Services shall be fit for any purpose held out by the Supplier or for any purpose for which the Customer would use the Services and about which the Customer has informed the Supplier, or the Supplier could reasonably expect the Customer to use the Services;
- (f) **Consumers only:** the Services shall be free from material defects in design, material and workmanship; and
- (g) **Consumers only:** the Services shall comply with all applicable statutory and regulatory requirements for supplying the Services in the territory in which the relevant Services are being provided.

3.7 Consumers only: the warranty at Clause 3.6 is in addition to the Customer's legal rights in relation to Services which are not carried out with reasonable care and skill or which do otherwise not conform to these Conditions. Advice about Consumer legal rights is available from local Citizen's Advice Bureaus or Trading Standards offices.

3.8 In the event that the Services do not conform with these Conditions, the Customer should notify the Supplier as soon as possible after the Services have been carried out (and in any event within a reasonable period of time), following which the Supplier shall:

- (a) provide the Customer with a full or partial refund, depending on what is reasonable; or
- (b) re-perform or remedy the Services as necessary having regard to the specific non-conformance.

3.9 These Conditions apply to any replacement Services supplied to the Customer in the unlikely event that the original Services do not conform with these Conditions.

4. CANCELLATION

The provisions of this Clause 4 shall **apply to Consumers only.**

- 4.1** Subject to Clause 4.2, the Customer may cancel a Contract for the provision of Services at any time within fourteen (14) Business Days, beginning on the date the Contract is entered into. In this case, the Customer will receive a full refund of the price paid for Services in accordance with the Supplier's refunds policy available on the Supplier's website.
- 4.2** For the avoidance of doubt:
- (a) a Contract cannot be cancelled in accordance with Clause 4.1 where the Customer has expressly requested the Services to start before the end of the fourteen (14) Business Days cancellation period; and
 - (b) the Customer will not have any right to cancel a Contract for the supply of Bespoke Goods (as defined in the Supplier's Goods T&Cs).
- 4.3** To cancel a Contract, the Customer must inform the Supplier in writing. The Customer must also return the Deliverables and/or Supplier Materials to the Supplier within fourteen (14) days, in the same condition in which the Customer received them and at the Customer's own cost and risk. The Customer has a legal obligation to take reasonable care of the Deliverables and/or Supplier Materials while they are in the Customer's possession. If the Customer fails to comply with this obligation, the Supplier reserves its right to bring a claim against the Customer for compensation.
- 4.4** Details of a Consumer's statutory right of cancellation, and an explanation of how to exercise it, are provided in the Supplier's written acceptance of the Order. This provision does not affect the Consumer's other statutory rights as a Consumer.

5. CUSTOMER'S OBLIGATIONS

- 5.1** The Customer shall:
- (a) ensure that the terms of the Order and any information it provides for the Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) 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 to provide the Services and/or to carry out a site survey (where relevant);
 - (d) where a site survey is deemed necessary, ensure that the relevant premises are accessible to the Supplier, its employees, agents, consultants and subcontractors for the purposes of carrying out the site survey;
 - (e) promptly notify the Supplier of any changes or modifications to the premises where Services are to be performed which take place after the site survey but before the commencement of the Services. In this event the Customer shall afford the Supplier

a reasonable period of time and reasonable access to the relevant premises in order that the relevant Specification can be modified as a result of the change in the premises;

- (f) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (g) prepare the Customer's premises for the supply of the Services, in particular by carrying out any electrical preparatory work after receipt of an electrical drawing;
- (h) 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 (save for those required by the Supplier to provide the Services or those required to be maintained by the Supplier in accordance with its professional obligations);
- (i) keep all materials, equipment, documents and other property of the Supplier (**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;
- (j) ensure that any relevant personnel are present to undertake the training provided by the Supplier in accordance with Clause 3.5.
- (k) comply with any additional obligations as set out in the Specification; and
- (l) ensure that all charges and payments due under Clause 6 are paid in a timely manner and without undue delay.

5.2 If the Supplier'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**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier 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 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 5.2; 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.

6. CHARGES AND PAYMENT

- 6.1** The price for Services shall be the price set out in the Quotation (where relevant) or, the price set out by the Supplier. The Supplier does not accept or agree to any contractor's discounts.
- 6.2** **Consumers only:** prices of Services include value added tax payable from time to time ("VAT"). The Supplier reserves the right to adjust the VAT payable where the rate of VAT changes between the date of Order and the date of performance of the Services, unless the Customer has already paid for the Services before the change in VAT takes effect.
- 6.3** Subject to Clause 6.5 the Customer shall pay to the Supplier a non-refundable deposit of 50% of the price quoted in the relevant Quotation at the time of submitting the Order to the Supplier.
- 6.4** The Customer shall pay the outstanding price as evidenced in the Quotation (minus the deposit paid in accordance with Clause 6.3) at least seven (7) days before the provision of the Services.
- 6.5** The Customer shall be entitled to a full refund of the deposit payable in accordance with Clause 6.3 where the Contract is terminated by:
- (a) the Customer upon a material breach of the Contract by the Supplier; or
 - (b) **Consumers only:** the Customer in accordance with Clause 4;
 - (c) **Consumers only:** the Customer in accordance with Clause 6.8;
 - (d) **Business Customers only:** the Supplier in accordance with Clause 10.2(a); or
 - (e) the Supplier in accordance with Clause 12.1(d)
- 6.6** Should the Supplier have to provide additional training due to the Customer failing to meet its obligations as set out in Clause 5.1(j) a fee of £375 +VAT is payable for each additional training session.
- 6.7** (Subject to Clause 6.8 which applies **in the case of Consumers only**), the Supplier reserves the right to increase the price of the Services, by giving notice to the Customer at any time before performance, to reflect any increase in the cost of the Services to the Supplier that is due to:
- (a) **Business Customers only:** any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the Services performance dates or the Specification;
 - (c) any change to the Specification required as a result of the circumstances at Clause 5.1(e); or

- (d) **Business Customers only:** any delay caused by any instructions of the Customer in respect of the Services or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Services.
- 6.8 Consumers only:** where the Supplier increases the price of the Services pursuant to Clause 6.7(b) or Clause 6.7(c), the Customer shall have the right, upon giving written notice to the Supplier within five (5) Business Days of receiving notice of the increased price from the Supplier, to cancel the relevant Contract.
- 6.9** The Customer shall pay each invoice submitted by the Supplier for Services in full and in cleared funds to a bank account nominated in writing by the Supplier in accordance with the stipulated timescales, and time for payment shall be of the essence of the Contract.
- 6.10** 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 ("**Due Date**"), the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0% 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.
- 6.11** Should the Customer postpone or cancel a date on which the Services are to be provided after such date has been agreed between the Parties following which the Supplier is unable to book other work for those dates, the Customer shall be charged a fee of up to £400 per day to compensate the Supplier for lost business. Should any postponement detailed in this Clause 6.11 be as a result of a Force Majeure Event as detailed in Clause 12.1 no such fee is payable.
- 6.12** 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.
- 6.13** Without limiting any other rights or remedies of the Supplier, if the Customer fails to make payment in accordance with these Conditions, the Supplier may cancel or suspend any outstanding Order until all outstanding amounts have been paid.
- 6.14 Consumers only:** Clauses 6.10, 6.12 and 6.13 shall not apply for the period of the dispute if the Customer disputes the payment owing in good faith and promptly notifies the Supplier of the dispute after it has received the relevant invoice

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 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 Supplier.
- 7.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Documentary Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Documentary Deliverables.
- 7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 7.2.
- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

8. DATA PROTECTION

Consumers only: the Supplier shall only use any personal information provided to it to provide the Services. The Supplier shall not pass any Customer personal data to third parties. Both parties shall comply with all applicable data protection legislation in force from time to time in the UK, including maintaining sufficient technical and organisation security measures, only processing personal data in accordance with the Data Protection Act 2018 and the UK GDPR, and not transferring personal data outside of the EEA without prior written consent of the other party.

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

- 9.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding (i) £1,000,000 (one million pounds sterling) per claim in respect of professional indemnity liability and (ii) £5,000,000 (five million pounds sterling) per occurrence in respect of public and product liability. The limits and exclusions in this Clause 9 reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2 References to liability in this Clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Nothing in this Clause 9 shall limit the Customer's payment obligations under the Contract.

- 9.4** 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) **Consumers only**: defective products under the Consumer Protection Act 1987; or
 - (e) any other matter for which it would be illegal or unlawful for the Supplier to exclude or attempt to exclude its liability.
- 9.5** Subject to Clause 9.4:
- (a) the Supplier shall not 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
 - (a) **in the case of Consumers**, the Supplier's liability shall be limited to those losses which are a foreseeable consequence of a failure to comply with these Conditions which shall include claims for foreseeable loss of, or damage to the Customer's physical property; and
 - (b) **in the case of Business Customers**, the Supplier's liability shall be limited to the Business Customer's direct losses;
 - (b) the Supplier shall not be liable to the Customer to the extent that the Customer suffers any loss as a result of services carried out by a third party engaged directly by the Customer; and
 - (c) **Business Customers only**: 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 not exceed the value of the relevant Order.
- 9.6** Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.7** Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier 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 the event having occurred and shall expire twelve (12) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.8** This Clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 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:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
- (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 fourteen (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 10.1(b) to Clause 10.1(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.

10.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract:

- (a) **Business Customers only:** by giving the Customer fourteen (14) Business Days 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 and **in the case of Consumers only** has not remedied such non-payment within fourteen (14) days of notice from the Supplier notifying such non-payment.

10.3 Consumers only: the Customer may terminate the Contract by giving the Supplier not less than one months' written notice.

10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer becomes subject to any of the events listed in 10.1(c) and/or 10.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them; and
- (c) the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in 10.1(b).

11. CONSEQUENCES OF TERMINATION

11.1 On termination or expiry 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 and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (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 the Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or 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.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. GENERAL

12.1 Force majeure.

- (a) For the purposes of these Conditions, "**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 these Conditions as a result of a Force Majeure Event.
- (c) The Supplier will take reasonable steps to mitigate the effects of a Force Majeure Event or to find a solution whereby its obligations under these Conditions can be performed despite a Force Majeure Event.
- (d) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than six (6) weeks, the Supplier shall, without affecting any other right or remedy available to it, have the right to terminate this Contract immediately by giving written notice to the Customer.

12.2 Assignment and other dealings.

- (a) The Supplier 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.
- (b) 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 Supplier.

12.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, contractors, 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire agreement.

- (a) 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.
- (b) 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.

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

12.6 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.

12.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this Clause 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.8 Notices.

- (a) All notices sent by the Customer to the Supplier must be sent to Rompa Limited at Goyt Side Road, Chesterfield, Derbyshire S40 2PH.
- (b) The Supplier may give notice to the Customer at either the e-mail or postal address provided in the Order.
- (c) Any notice shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting; or
 - (c) if sent by email 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 12.8(c)(c), 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.
- (d) This Clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third party 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.

12.10 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.

12.11 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.

I confirm that I agree to the installation terms & conditions

Signed..... Position.....

Name..... Date.....