

**Client Information** Please direct further enquiries to your Rompa® representative

# Installation Terms and Conditions Full Payment

**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