

Client Information Please direct further enquiries to your Rompa® representative

Terms and Conditions of Sale

These Conditions form the basis of the Contract that will govern the dealings between the Supplier and the Customer. They apply to the supply of Goods and Goods and Services to both Business Customers and Consumers. Please read the definitions below carefully to identify on what basis you are contracting with the Supplier. If you are unsure then please ask the Supplier. Some Conditions will apply just to Business Customers and some just to Consumers and these are clearly marked as such. If a Condition is silent on this subject then it applies equally to both Business Customers and Consumers. The latest version of these Conditions may be obtained at anytime from the Supplier's website or by contacting the Supplier directly. Attention is particularly drawn to the provisions of Clause 13.

1. INTERPRETATION

1.1. In these Conditions, the following definitions apply:

"Bespoke Goods" means any Goods which are made to specific measurements requested by the Customer, carry the branding of the Customer or any other bespoke or customised features chosen by the Customer such as the covering material or colour of the relevant Goods;

"Business Customers" means any Customer that is ordering and receiving Goods whilst acting in the course of his trade, business, craft or profession;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday);

"Business Hours" means the period from 9.00am to 5.30pm on any Business Day.

"Commencement Date" has the meaning set out in Clause 2.4;

"Conditions" means these Terms and Conditions of Sale as amended from time to time in accordance with Clause 17;

"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 Goods for your home and family then you are likely to be a Consumer;

"Contract" means the contract between the Supplier and the Customer formed in accordance with Clause 2 for the supply of Goods in accordance with these Conditions;

"Customer" means the person, company or firm who purchases the Goods and who will either be a Business Customer or a Consumer as defined elsewhere;

"Deliverables" means the deliverables set out in the Order produced by the Supplier for the Customer.

"Delivery Location" has the meaning set out in Clause 5.2;

"Force Majeure Event" has the meaning given to it in Clause 14.1;

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

"Goods" means the goods (or any part of them) set out in the Order (which includes for the avoidance of doubt any Bespoke Goods) which the Supplier agrees in a Contract to supply to the Customer;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Order" means the Customer's order for the supply of Goods placed by the Customer by telephone, mail order, or online from the Supplier's website in accordance with the instructions set out in the Supplier's brochures and catalogues or the Quotation (where relevant);

"Quotation" means the quotation that may be supplied by the Supplier to the Customer as part of any Contract for the supply of Goods as amended by the written agreement of the parties, and which may include a Goods Specification, a quotation for the Goods, and details relating to the Supplier;

"Supplier" means Rompa Limited registered in England and Wales with company number 04011415.

1.2. In these Conditions, the following rules apply:

1.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense

of the words preceding those terms; and

1.2.5. a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1. 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.

2.2. The Customer should ensure that the details in these Conditions and the Order are complete and accurate before committing itself to the Contract. If the Customer considers that there is a mistake or omission in the relevant contractual documentation, the Supplier should be notified immediately.

2.3. The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions. The Customer should ensure that it has read and understood these Conditions before submitting an Order as it will be bound by them once a Contract comes into existence in accordance with Clause 2.4. The Customer is responsible for ensuring that the terms of the Order and any applicable Goods Specification are complete and accurate.

2.4. The Order shall only be deemed to be accepted on the earlier of when the Supplier (i) confirms verbal acceptance of the Order, or (ii) issues written acceptance of the Order, at which point and on which date the Contract shall come into existence ("Commencement Date"). Where relevant the Supplier may create a Quotation to set out in more detail the relevant Contract. In the event of any inconsistency or conflict between these Conditions and the terms of any relevant Quotation, the terms of the Quotation shall prevail.

2.5. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6. The Contract constitutes the entire agreement between the parties and relates only to those Goods specified in the written acceptance of the Order, or verbal acceptance where the Order is placed over the telephone. The Customer acknowledges that it has not relied on any statement, promise, advice, or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.7. Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions of the Goods contained in the Supplier's catalogues and/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.

2.8. Any quotation given by the Supplier and evidenced in a Quotation shall not constitute an offer, and is only valid for the timescale set out in the relevant Quotation.

3. GOODS

3.1. The Goods are described in the Supplier's catalogue as modified by any applicable Quotation and/or Goods Specification.

3.2. Business Customers only: to the extent that any Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification as supplied by the Customer. This Clause 3.2 shall survive termination of the Contract.

3.3. The Supplier reserves the right at any time to amend the specification of the Goods or any Goods Specification if required by any applicable statutory or regulatory requirements, and the Supplier shall notify the Customer in any such event.

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 purchase of Goods at any time within 14 (fourteen) Business Days, beginning on the date after the Goods are delivered. In this case, the Customer will receive a full refund of the price paid for the Goods in accordance with the Supplier's refunds policy available on the Supplier's website.

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4.2. For the avoidance of doubt the Customer will not have any right to cancel a Contract for the supply of Bespoke Goods.

4.3. To cancel a Contract, the Customer must inform the Supplier in writing. The Customer must also return the Goods to the Supplier within 14 (fourteen) 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 Goods 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 cause of action 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. DELIVERY OF GOODS

5.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the Customer and Supplier reference numbers (if relevant), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Contract is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2. The Supplier shall deliver the Goods to the location agreed ("Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.

5.3. Delivery of the Goods shall be completed on the completion of the unloading of the Goods at the Delivery Location.

5.4. Business Customers only: where the Delivery Location is outside the UK, the Customer shall be solely responsible for ensuring that all relevant permits, licences and consents are obtained for the delivery of the relevant Goods into the relevant territory. In addition, it is the responsibility of the Customer to ensure their correct VAT status is declared in the Order. Should it not be declared that a Customer is not subject to VAT for whatever reason, the Supplier reserves the right to require that VAT is charged and it will be for the Customer to seek to recover the VAT in its own accounting.

5.5. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence, however the Supplier will take reasonable steps to meet the delivery date agreed as part of the Contract, set out in the Quotation or as otherwise agreed in writing between the Supplier and the Customer. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event 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. The Supplier will use its reasonable endeavours to notify the Customer of any delay in delivery and will arrange an alternative delivery date with the Customer.

5.6. Business Customers only: 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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event 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.

5.7. If the Customer fails to accept or take delivery of the Goods within, in the case of Business Customers 5 (five) Business Days of the Supplier notifying the Customer that the Goods are ready, or, in the case of Consumers, within 10 (ten) 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:

5.7.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which the Supplier notified the Customer that the Goods were ready;

5.7.2. the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance). For the avoidance of doubt, where the Customer is a Consumer, any sum charged in accordance with this Clause 5.7.2 shall be reasonable; and

5.7.3. the Supplier shall have no liability to the Customer for late delivery.

5.8. If 15 (fifteen) 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 (after giving reasonable prior notice in writing where the Customer is a Consumer) resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5.9. Business Customers only: If the Supplier delivers up to and including 5% (five percent) more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong

quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

5.10. 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.

5.11. The Supplier will take reasonable steps to pack the Goods properly and to ensure that the Customer receives its Order in good condition.

6. QUALITY OF GOODS

6.1. The Supplier warrants that on delivery, and for a period of 2 (two) years from the date of delivery (the "Warranty Period"), the Goods shall:

6.1.1. conform in all material respects with their description and any applicable Goods Specification;

6.1.2. be free from material defects in design, material and workmanship;

6.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and/or the Consumers Rights Act 2015); and

6.1.4. be fit for any purpose held out by the Supplier.

6.2. Consumers only: the warranty at Clause 6.1 is in addition to the Customer's legal rights in relation to Goods which are faulty or which otherwise do not conform with these Conditions. Advice about Consumer legal rights is available from local Citizen's Advice Bureaus or Trading Standards offices.

6.3. Business Customers only: subject to Clause 6.5, if:

6.3.1. the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 6.1;

6.3.2. the Supplier is given a reasonable opportunity of examining such Goods; and

6.3.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost (where the Goods returned to the Supplier by the Customer are deemed, in the Supplier's reasonable opinion, not to comply with the warranty set out in Clause 6.1 above, the Supplier shall refund any reasonable and proportionate costs incurred by the Customer under this clause 6.3.3.),

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.4. Consumers only: subject to Clause 6.5, in the event that the Goods do not conform with these Conditions, the Customer shall inform the Supplier as soon as possible after delivery (and in any event within a reasonable period of time), following which the Supplier will ask the Customer to return the Goods to the Supplier at the Supplier's cost and once the Supplier has checked that the Goods are faulty, the Supplier will:

6.4.1. provide the Customer with a full or partial refund;

6.4.2. replace the Goods; or

6.4.3. repair the Goods.

6.5. The Supplier shall not be liable for the Goods' failure to comply with the warranty in Clause 6.1 if:

6.5.1. the Customer makes any further use of such Goods after giving a notice in accordance with Clause 6.3 or Clause 6.4;

6.5.2. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

6.5.3. Business Customers only: the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

6.5.4. the Customer alters or repairs such Goods without the written consent of the Supplier;

6.5.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

6.5.6. the Goods differ from their description or any Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards/requirements.

6.6. Except as provided in this Clause 6 and subject to Clause 6.2, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 6.1.

6.7. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under Clauses 6.3 and 6.4.

6.8. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7. TITLE AND RISK

7.1. The risk in the Goods shall pass to the Customer on completion of delivery.

7.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods (including any delivery charges).

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7.3.1. 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 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) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 11.1.2 to Clause 11.1.12; and
- (f) give the Supplier such information as the Supplier may require from time to time relating to:

a. the Goods; and

b. the ongoing financial position of the Customer

7.3.2. Subject to Clause 7.3.3 the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time, title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.3.3. At any time before title to the Goods passes to the Customer, the Supplier may, without limiting any other right or remedy the Supplier may have, at any time:

- (a) by notice in writing, terminate the Customer's right under Clause 7.3.2 to resell the Goods or use them in the ordinary course of its business; and/or
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or any third party where the Goods are stored in order to recover them.

8. CHARGES AND PAYMENT

8.1. The price for Goods shall be the price set out in the Quotation (where relevant) or, the price set out by the Supplier. The price of the Goods is exclusive of all costs and charges of packaging, insurance and delivery charges, which shall be paid by the Customer when it pays for the Goods.

8.2. Consumers only: prices of Goods 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 delivery of the Goods, unless the Customer has already paid for the Goods before the change in VAT takes effect.

8.3. (Subject to Clause 8.4 in the case of Consumers only), the Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods to the Supplier that is due to:

8.3.1. 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);

8.3.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

8.3.3. Business Customers only: any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods (where relevant).

8.4. Consumers only: where the Supplier increases the price of the Goods pursuant to Clause 8.3.2, the Customer shall have the right, upon giving written notice to the Supplier within 5 Business Days of receiving notice of the increased price from the Supplier, to cancel the relevant Contract. For the avoidance of doubt, in the event of cancellation in accordance with this Clause 8.4, the Supplier may require the Customer (in its discretion) to purchase any Bespoke Goods ordered as part of the Contract at the relevant agreed price.

8.5. Consumers only: where the Goods' correct price is less than the Supplier's stated price, the Supplier will charge the lower amount when dispatching the Goods to the Customer. If the Goods' correct price is higher than the price stated in the Supplier's published price list, the Supplier will either contact the Customer for instructions before dispatching the Goods, or reject the Order and tell the Customer. If the pricing error is obvious and unmistakable and could have reasonably been recognised by the Customer as an error, the Supplier does not have to provide the Goods to the Customer at the incorrect (lower) price.

8.6. Save as where the Supplier has agreed an invoicing arrangement with the Customer, payment shall be made by the Customer at the time of Order by credit or debit card. The credit or debit card will be charged on order confirmation.

8.7. 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.

8.8. 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.

8.9. 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.

8.10. Consumers only: Clauses 8.8 and 8.9 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.

9. CONFIDENTIALITY

9.1. Each party undertakes that it shall not at any time during the term of the Contract and for a period of two years after termination or expiry of the Contract disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2. Each party may disclose the other party's confidential information:

9.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its 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 9; and

9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract

9.4. 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. 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 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.

10.2. References to liability in this Clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.3. Nothing in this Clause 10 shall limit the Customer's payment obligations under the Contract.

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

10.4.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.4.2. fraud or fraudulent misrepresentation;

10.4.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

10.4.4. Consumers only: defective products under the Consumer Protection Act 1987; or

10.4.5. any other matter for which it would be illegal or unlawful for the Supplier to exclude or attempt to exclude its liability for.

10.5. Subject to Clause 10.4:

10.5.1. 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;

10.5.2. the Supplier shall not be liable to the Customer to the extent that the Customer suffers any loss as a result of installation services carried out by a third party engaged directly by the Customer in relation to, or using, the Goods; and

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10.5.3. 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.

10.6. 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.

10.7. This Clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1. 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:

11.1.1. the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;

11.1.2. 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;

11.1.3. 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;

11.1.4. 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;

11.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;

11.1.6. 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;

11.1.7. 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);

11.1.8. 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;

11.1.9. 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;

11.1.10. 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 11.1.2 to Clause 11.1.9 (inclusive);

11.1.11. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

11.1.12. 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.

12. CONSEQUENCES OF TERMINATION

12.1. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

12.2. The accrued rights and remedies of the parties as at termination or expiry of the Contract, however arising, 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.

12.3. Clauses which expressly or by implication have effect after termination or expiry of the Contract shall continue in full force and effect.

13. DATA PROTECTION

Consumers only: the Supplier shall only use any personal information provided to it to supply the Goods, or to inform the Customer about similar Goods that the Supplier provides, unless informed by the Customer that it does not want to receive this information. The Supplier shall not pass any Customer personal data to third parties.

14. EVENTS OUTSIDE THE SUPPLIER'S CONTROL

14.1. 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.

14.2. 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.

14.3. 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.

14.4. If the Force Majeure Event prevents the Supplier from providing any of the Goods for more than six 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.

15. ASSIGNMENT AND OTHER DEALINGS

15.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier (such consent not to be unreasonably withheld).

16. NOTICES

16.1. All notices sent by the Customer to the Supplier must be sent to Rompa Limited at Goyt Side Road, Chesterfield, Derbyshire S40 2PH.

16.2. The Supplier may give notice to the Customer at either the e-mail or postal address provided in the Order.

16.3. Any notice shall be deemed to have been received:

16.3.1. if delivered by hand, at the time the notice is left at the proper address;

16.3.2. if sent by first class next working day delivery service, at 9.00am on the third Business Day after posting; or

16.3.3. 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.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. 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 Supplier (or its authorised representatives).

18. GENERAL

18.1. 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 the Contract. If any provision or part provision of the Contract is deemed deleted under this Clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

18.2. If the Supplier fails at any time while these Conditions are in force, to insist that the Customer performs any of its obligations under these Conditions, or if the Supplier does not exercise any of its rights or remedies that will not mean that the Customer does not have to comply with those obligations. If the Supplier does waive a default by the Customer, that will not mean that the Supplier will automatically waive any subsequent default by the Customer. No waiver by the Supplier of any of these Conditions shall be effective unless the Supplier expressly says that it is a waiver and notifies the Customer in writing.

18.3. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.4. A person who is not a party to these Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

18.5. 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.

18.6. Each party irrevocably agrees that the courts of England and Wales shall have non-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 or formation