

Terms and Conditions of Supply



1. Basis of Sale

- 1.1 Any order submitted to Brooks Stairlifts Limited, ("the Supplier") by the Dealer ("the Dealer") for the purchase of the stairlift or any ancillary parts ("the Products") and/or for the Supply and Installation Services ("Services") shall be subject to these terms and conditions ("the Terms") and accepted entirely at the discretion of the Supplier.
- 1.2 The Supplier shall confirm acceptance of any order in writing via email. If accepted, the Terms and any written variation shall govern the agreement between the Supplier and the Dealer ("the Order"). For the avoidance of doubt the Order can be for the provision of Products ("Supply Only Order ") and/or the supply of installation services a ("Supply and Install Order") or for the provision of spare parts ("Parts Order").

2. Orders

- 2.1 Before any Order is submitted to the Supplier, the Dealer must check and ensure the following:
 - 2.1.1 the Terms have been read and understood;
 - 2.1.2 the order form has been completed in full, ensuring that all requested information in relation to the Order are correct and accurate; and
 - 2.1.3 in the case of a Supply and Install Order, there is a valid signed contract between the end user and the Dealer which does not impose any non-standard or unusual obligations on the Supplier.
- 2.2 The Dealer agrees that it shall not and its employees shall not:
 - 2.2.1 represent itself as an agent of the Supplier for any purpose or purposes, or pledge the Supplier's credit; or
 - 2.2.2 give any condition or warranty on the Supplier's behalf; or
 - 2.2.3 make any representation on the Supplier's behalf, or commit the Supplier to any contracts.
- 2.3 Time of delivery or installation shall not be of the essence of an Order. Any dates quoted on the website, orally, or in the sales literature regarding installation or delivery of the Products are approximate only and the Supplier shall not be liable for any delay in performance however caused. The Supplier may install or deliver the Products in advance of any quoted date.
- 2.4 The Supplier reserves the right to make changes to the specification of the Products which do not materially affect their quality or performance.

3. Supply Only Orders and Training

- 3.1 If the Dealer places a Supply Only Order, the Supplier shall deliver the Products to the Dealer premises unless agreed otherwise. If the Dealer agrees to collect the Products they will do so as soon as practicable after the Supplier has notified the Dealer that the Products are ready for collection but in any event within 3 working days of being notified. Where the Supplier delivers the Products to the Dealer the Supplier's standard delivery charge shall be payable. These charges shall be notified to the Dealer at the time the Order is accepted.
- 3.2 All individuals employed, sub-contracted or otherwise, who perform installation or maintenance work for the Products supplied under the Terms must be approved by the Supplier and where necessary must first complete the installation and maintenance training provided by the Supplier ("Authorised Personnel").
- 3.3 The Supplier shall provide such training and refresher training to the Dealer's Authorised Personnel as shall be agreed between the parties. Such training shall be chargeable by the Supplier at the rate applicable at the time.
- 3.4 The Dealer must not place Supply Only orders unless they have sufficient numbers of Authorised Personnel to install and maintain the Product. The Dealer must notify the Supplier if the Authorised Personnel cease to work for the Dealer and shall immediately arrange for additional personnel to become authorised before placing any further Orders.

4. Supply and Install Orders

- 4.1 In addition to the sale of the Products, the Supplier will provide a service to install the Products in the premises of the Dealer's end user.

- 4.2 The Supplier may at its discretion contact the end-user directly to discuss, arrange, adjust or delay the installation or removal of the Products.
- 4.3 If the Supplier is unable to install the Product for safety or other practical reasons, then the Supplier will be entitled to cancel the Dealer's Supply and Install Order, even if the Supplier has already accepted it, without any liability to the Supplier. Furthermore, the Supplier will not be liable to the Dealer if the installation is cancelled or refused by the end user.
- 4.4 The Supplier at its discretion may charge the Dealer for additional parts and components which were not included in the original Supply and Install Order where these are judged as reasonable and necessary by the Supplier to complete the installation. The Dealer shall be invoiced for these additional parts and components in accordance with the Supplier's standard pricing in force at the time.
- 4.5 The Dealer will notify the Supplier of any information relevant to the installation of the Products at the end user's premises, including but not limited to any restrictions to accessing the premises and any specific requirements of the end-user.
- 4.6 The Supplier will have the exclusive right to offer the end user any service, maintenance, insurance product and/or extended service agreement in connection with the Product. The Dealer agrees that it shall not work with any third party to promote the sale of any other service, maintenance, insurance product and/or extended service agreement in connection with the Product.
- 4.7 In relation to a Supply and Install Order the Dealer accepts that the Supplier shall be free to contact the end user to offer any of its products or services.

5. Cancellation

- 5.1 In the event of a cancellation of an Order the Dealer shall reimburse the Supplier for all reasonable costs incurred by the Supplier in the performance of the Terms in addition to the price.
- 5.2 Following confirmation of a Supply and Install Order if the end user does not consent to the installation of the Products or the Dealer fails to provide the Supplier with the correct instructions or specifications for the installation then the Supplier may charge the Dealer the standard abort fee for the reasonable cost in the performance of the Order.
- 5.3 Following the installation of a Supply and Install Order, the Supplier will have no obligation whatsoever to the Dealer in the event that the end user should exercise any rights of cancellation, statutory or otherwise, which result in the Dealer being required to remove the Products from the end user's premises. In the event of cancellation which requires removal of the Products, the Dealer shall be responsible for all costs and expenses for the removal of the Products, and negotiating any full and final settlement with the end user.
- 5.4 The Dealer may in connection with a Supply and Install Order request the Supplier to remove the Products from the end user's premises subject to the payment of the standard re-stocking fee which shall be payable from time to time for the installation and subsequent removal of the Products.
- 5.5 In relation to a Supply Only Order the Supplier may at its sole discretion agree to take back the Product subject always to the payment of the applicable standard fee in which case the Supplier shall refund the Dealer the cost of the Product.
- 5.6 The Supplier may at its sole discretion refund any payment for the Supply and Install of the Product subject always to the payment of the fees set out in clause 5.2, 5.4 and 5.5 of the Terms.
- 5.7 The Supplier shall be entitled to cancel an Order with immediate effect without any liability by giving notice in writing to the Dealer if a resolution is passed for the winding up of the Dealer or if an appointment is made of an Administrator, Receiver or Liquidator, or the Dealer is served with a Court order for winding-up or suffers any analogous event.
- 5.8 The Supplier shall be entitled to cancel an Order with immediate effect by giving notice in writing to the Dealer where there is a change of Control of the Dealer ("Control"). Control shall be as defined in section 1124 of the Corporation Tax Act 2010.

6. Prices and Payment

- 6.1 The price for the Products shall be in sterling unless otherwise notified to the Dealer by the Supplier in writing.
- 6.2 The price is exclusive of any applicable value added tax, which the Dealer shall pay to the Supplier in addition. Unless otherwise stated in writing, the Dealer shall pay the price for the Products within 2 days' of the Order being accepted and in any event prior to the delivery of the Products or where appropriate the supply and installation of the Product at the end user's premises.
- 6.3 The Dealer shall not be entitled by reason of set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to the Supplier. If the Dealer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, all payments due to the Supplier from the Dealer shall become immediately due and payable and in addition the Supplier shall be entitled to cancel the Order and any other existing orders from the Dealer and the Dealer shall pay interest (both before and after any judgment) on the amount unpaid at the rate of 2 percent per annum above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis from the due date of payment until receipt by the Supplier of the full amount.
- 6.4 The Dealer shall make payments by cheque or BACS transfer to such an account as the Supplier shall specify to the Dealer from time to time.
- 6.5 The standard fees payable in accordance with clause 5 shall be specified by the Supplier from time to time.

7. Title and Risk

- 7.1 The title to the Products remain with the Supplier until the Supplier has received payment in full for (a) the price for such Products and (b) all other sums due from the Dealer to the Supplier on any other account.
- 7.2 Risk shall pass in the Products on either a) the installation of the Product at the end user's premises by the Supplier on a Supply and Install Order; or b) the delivery of the Products to the Dealer or c) collection of the Products by the Dealer.
- 7.3 Until such time as title in the Products passes to the Dealer, the Dealer shall hold the Products as the Supplier's fiduciary agent and shall keep the Products properly stored, protected and insured and the Supplier may at any time after payment for the Products has become due take possession of the Products (which for the avoidance of doubt will include the right to stop the Products in transit) and remove them and the Dealer shall be deemed to have granted irrevocable authority to the Supplier to enter the Dealer's premises or other premises and vehicles or modes of transport where such Products may be, by its employee or agent to take possession of such Products.

8. Records and reporting

- 8.1 The Dealer shall maintain comprehensive and up to date records of its purchases of the Products and of its sales of the Products to end users, including such details as the Supplier may reasonably require in order to action a prompt product recall, if necessary, including, in particular, installation address details together with the relevant Product serial number for each installation.
- 8.2 The Dealer shall promptly provide to the Supplier all such records in relation to purchases of the Products and of its sales of the Products to end users, as the Supplier may reasonably require to permit it to recall any Products that are defective or which the Supplier is obliged to recall for liability or other reasons.

9. Warranty and Liability

- 9.1 The Supplier warrants that the Products will be free from material defects ("the Warranty") for a period ("the Warranty Period") commencing:
- 9.1.1 on the date of installation for a Supply and Install Order;
- 9.1.2 on the date of dispatch for a Parts Order; or
- 9.1.3 on the date of dispatch for a Supply Only Order.

The Warranty Period shall be a period of 24 months save in respect of a Supply and Install Order where it shall be a period of 12 months.

- 9.2 The Supplier's Warranty shall not apply in respect of any defect or problem arising out of any end user misuse, fair wear and tear, wilful damage, negligence, unauthorised maintenance work, installation or maintenance work undertaken by persons not trained by the Supplier in the servicing and/or installation of the Products, alterations undertaken by the Dealer to the Products, or defects or problems arising from the Supplier having

manufactured the Products in accordance with any designs or specifications provided to it by or on behalf of the Dealer.

- 9.3 The Supplier shall supply any spare parts requested by the Dealer that are required to enable the Dealer to fulfil its repair and service obligations under the end user Warranty. For the avoidance of doubt the Supplier shall not be obligated to provide the Dealer with spare parts except in relation to a Product under Warranty.
- 9.4 For Supply and Install Orders the following shall apply with respects to a claim under the Warranty:
- 9.4.1 Once the Supplier acknowledges a valid Warranty claim the Dealer shall allow the Supplier a reasonable time, and shall procure the Supplier's right, to attend the end user's premises;
- 9.4.2 The Supplier may at its discretion contact the end user directly to discuss, arrange, adjust or delay the repair or maintenance works of the Products;
- 9.5 The Dealer shall ensure that the end user is informed that only the Supplier will be permitted to repair and service the Products for the duration of the Warranty Period. Any repair, service, or maintenance of installed Products supplied as a Supply and Install Order undertaken by anyone other than the Supplier will automatically invalidate the Warranty.
- 9.6 For Supply Only Orders or Parts Orders, the following shall apply with respects to a claim under the Warranty;
- 9.6.1 The Dealer must at all times follow the Warranty claims procedure as set out by the Supplier from time to time.
- 9.6.2 The Supplier's liability for Warranty shall be limited to the replacement of defective parts and components for Products supplied under the Terms for the duration of the Warranty Period;
- 9.6.3 The Dealer shall be responsible for all the costs and expenses not limited to fuel, labour, shipping, delivery, engineering, accommodation, and diagnostics in replacing the defective part or component; and/ or
- 9.6.4 The Supplier shall only be liable where the damage to the Product occurs during the shipment of the Product if such damage is notified to the Supplier within 24 hours of the Product being delivered to the Dealer or the end user.
- 9.7 Any Warranty claim by the Dealer alleging defect in the quality or condition of Products, shall be notified to the Supplier in writing within 10 days from the date of discovery (where the defect or failure was not apparent on reasonable inspection).
- 9.8 Where any valid claim in respect of any defect in the quality or condition of the Products is notified in writing to the Supplier, the Supplier shall be entitled to replace the Products (or the part(s) in question) free of charge (subject to Clause 9.6.3) or, at the Supplier's sole discretion, refund to the Dealer the price of the Products (or a proportionate part of the price), but the Supplier shall have no further liability to the Dealer for the defect or failure.
- 9.9 Except in respect of death or personal injury caused by the Supplier's negligence, or any other liability that cannot be excluded by law, the Supplier's maximum liability for all claims made under each Order, however arising, including (without limitation) due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason shall be limited to the price paid or payable by the Dealer under the Order.
- 9.10 Subject to clause 9.9, and whether or not the Supplier has been advised of the possibility of such loss or damage the Supplier shall not be liable to the Dealer for (i) loss of profits, loss of anticipated savings, loss of revenue, loss of goodwill and/or loss of business (in each case whether direct or indirect); and/or (ii) any type of special, consequential or indirect loss or damage, in both cases however caused (including due to negligence, breach of contract and/or misrepresentation other than fraudulent misrepresentation).
- 9.11 The Supplier shall not be liable to the Dealer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Order if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 9.12 Nothing in this Warranty affects your statutory rights under any applicable national legislation.

10. Anti-bribery compliance

- 10.1 The Dealer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. The Dealer shall comply with the Supplier's Anti-Bribery Policy as updated from time to time.

11. Product Liability and Insurance

- 11.1 The Supplier shall maintain adequate levels of public and product liability and other relevant insurance in relation to the Products and Services supplied under the Terms, with a reputable insurer and shall provide a copy of the insurance policy to the Dealer upon request.
- 11.2 The Dealer shall also maintain appropriate insurance not less than £1,000,000 per incident with a reputable insurance company covering public and product liability and other relevant insurance for the Products supplied under the Terms. The Dealer shall provide the Supplier with a copy of the insurance policy or insurance certificate upon request.
- 11.3 The Dealer shall as a matter of urgency, at the Supplier's reasonable cost, give such assistance as the Supplier shall reasonably require for the purpose of recalling or carrying out any safety checks on the Products, including for the avoidance of doubt providing the Supplier with any end users contact details including a telephone or mobile telephone, number, address and where available a current email address. For the avoidance of doubt the Supplier shall only use the end user contact information for the purpose of recalling or carrying out the safety checks for which the information was requested.
- 11.4 The Dealer shall, as soon as they become aware of any matter which may result in a claim by an end user or third party against the Supplier in connection with the supply or Supply and Installation of the Products:
 - 11.4.1 notify the Supplier and provide full written details of the matter sufficient to allow the Supplier to contact the end user and fully investigate the matter;
 - 11.4.2 provide the Supplier with access to and allow copies to be taken of any materials, records or documents as the Supplier may require to take action; and
 - 11.4.3 allow the Supplier the exclusive conduct of any proceedings and take any action that the Supplier requires to defend or resist the matter, including using professional advisers nominated by the Supplier; and
 - 11.4.4 not admit liability or settle the matter without the Supplier's written consent.

12 Trade Marks

- 12.1 The Supplier grants to the Dealer the non-exclusive right, to use any of the Supplier's registered trademarks ("the Trade Marks") in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this agreement. The Dealer acknowledges and agrees that all rights in the Trade Marks shall remain in Supplier, and that Dealer has and will acquire no right in them by virtue of the discharge of its obligations under this agreement, except for the right to use the Trade Marks as expressly provided in this agreement.
- 12.2 The Dealer shall comply with all rules for the use of the Trade Marks issued by the Supplier and shall not, without the prior written consent of the Supplier, alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks. The Dealer shall not alter, deface or remove any reference to the Trade Marks, any reference to the Supplier or any other name displayed on the Products or their packaging or labelling.
- 12.3 The Dealer shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or reputation. The Dealer shall not obtain or try to obtain or register for itself anywhere in the world any trade marks or trade names or domain names the same as or similar to the Trade Marks. The Dealer shall not use the Trade Marks as part of the name under which Dealer conducts its business, or any connected business, or under which it sells or services any products (except the Products).

13. Confidentiality

- 13.1 Each party undertakes that it shall not at any time during this agreement and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as provided by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information: to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13; and as may be required by law, court

order or any governmental or regulatory authority.

- 13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

14 General

- 14.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Order.
- 14.2 If the Court decides that any of these terms is legally incompatible or ineffective in whole or in part, that shall not affect the other terms of the Order.
- 14.3 If the Supplier chooses to ignore any breach of the Terms by the Dealer on one occasion, the Supplier may still take issue with the Dealer if the Dealer should breach the same or any other terms of this agreement subsequently.
- 14.4 No addition, alteration or substitution of the Terms will bind the Supplier unless they are expressly accepted in writing by an authorised representative of the Supplier. Any typographical, clerical or other error or omission on the Website, sales literature, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability to the Supplier.
- 14.5 The Terms, and the order form, contain the entire agreement between the parties with respect to its subject matter, supersede all previous communications, representations, agreements and understandings either oral or written made between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties. In particular, no other terms and conditions, (including any set out in any purchase order issued by the Dealer) shall apply except in respect of any fraudulent misrepresentation by either party.
- 14.6 The Dealer may not assign, novate or sub-contract any of its rights or obligations under this agreement without the prior written consent of the Supplier.
- 14.7 The Supplier may assign, novate or sub-contract any of its rights or obligations under this agreement with the prior written consent of the Supplier.
- 14.8 This agreement and any matters relating to it shall be interpreted under the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Terms and Conditions - Supply and Install Only

1.Basis of Sale

- 1.1 Any order submitted to Brooks Stairlifts Limited, ("the Supplier") by the Dealer ("the Dealer") for the purchase of the stairlift or any ancillary parts ("the Products") and the supply and installation services ("the Services") shall be subject to these terms and conditions ("the Supply and Install Terms") and accepted entirely at the discretion of the Supplier.
- 1.2 The Supplier shall confirm acceptance of any order in writing via email. If accepted, the Supply and Install Terms and any written variation shall govern the agreement between the Supplier and the Dealer ("the Supply and Install Order").

2.Orders - General

- 2.1 Before any Supply and Install Order is submitted to the Supplier, the Dealer must check and ensure the following:
 - 2.1.1 the Supply and Install Terms have been read and understood;
 - 2.1.2 the order form has been completed in full, ensuring that all requested information in relation to the Supply and Install Order is correct and accurate; and
 - 2.1.3 there is a valid signed contract between the end user and the Dealer which does not impose any non-standard or unusual obligations on the Supplier.
- 2.2 The Dealer agrees that it shall not and its employees shall not:
 - 2.2.1 represent itself as an agent of the Supplier for any purpose or purposes, or pledge the Supplier's credit; or
 - 2.2.2 give any condition or warranty on the Supplier's behalf; or
 - 2.2.3 make any representation on the Supplier's behalf, or commit the Supplier to any contracts.
- 2.3 Time of delivery or installation shall not be of the essence of a Supply and Install Order. Any dates quoted on the website, orally, or in the sales literature regarding installation or delivery of the

Products are approximate only and the Supplier shall not be liable for any delay in performance however caused. The Supplier may install or deliver the Products in advance of any quoted date.

- 2.4 The Supplier reserves the right to make changes to the specification of the Products which do not materially affect their quality or performance.

3. Supply and Install

- 3.1 In addition to the sale of the Products, the Supplier will provide the Services to install the Products in the premises of the Dealer's end user.
- 3.2 The Supplier may at its discretion contact the end user directly to discuss, arrange, adjust or delay the installation or removal of the Products.
- 3.3 If the Supplier is unable to install the Product for safety or other practical reasons, then the Supplier will be entitled to cancel the Supply and Install Order, even if the Supplier has already accepted it, without any liability to the Supplier. Furthermore, the Supplier will not be liable to the Dealer if the installation is cancelled or refused by the end user.
- 3.4 The Supplier at its discretion may charge the Dealer for additional parts and components which were not included in the original Supply and Install Order where these are judged as reasonable and necessary by the installer to complete the installation. The Dealer shall be invoiced for these additional parts and components in accordance with the Supplier's standard pricing in force at the time.
- 3.5 The Dealer will notify the Supplier of any information relevant to the installation of the Products at the end user's premises, including but not limited to any restrictions to accessing the premises and any specific requirements of the end user.

4. Cancellation

- 4.1 In the event of a cancellation of a Supply and Install Order the Dealer shall reimburse the Supplier for all reasonable costs incurred by the Supplier in the performance of the Supply and Install Terms in addition to the price.
- 4.2 Following confirmation of a Supply and Install Order if the end user does not consent to the installation of the Products or the Dealer fails to provide the Supplier with the correct instructions or specifications for the installation then the Supplier may charge the Dealer the standard abort fee for the reasonable cost in the performance of the Supply and Install Order.
- 4.3 Following the installation of a Supply and Install Order, the Supplier will have no obligation whatsoever to the Dealer in the event that the end user should exercise any rights of cancellation, statutory or otherwise, which result in the Dealer being required to remove the Products from the end user's premises. In the event of cancellation which requires removal of the Products, the Dealer shall be responsible for all costs and expenses for the removal of the Products, and negotiating any full and final settlement with the end user.
- 4.4 The Dealer may in connection with a Supply and Install Order request the Supplier to remove the Products from the end user's premises subject to the payment of the standard re-stocking fee which shall be payable from time to time for the installation and subsequent removal of the Products.
- 4.5 The Supplier may at its sole discretion refund any payment for the Supply and Install of the Product subject always to the payment of the fees set out in clause 4.2, 4.3 and 4.4 of the Supply and Install Terms.
- 4.6 The Supplier shall be entitled to cancel a Supply and Install Order with immediate effect by giving notice in writing to the Dealer without any liability to the Dealer if a resolution is passed for the winding up of the Dealer or if an appointment is made of an Administrator, Receiver or Liquidator, or the Dealer is served with a Court order for winding-up or suffers any analogous event.
- 4.7 The Supplier shall be entitled to cancel a Supply and Install Order with immediate effect by giving notice in writing to the Dealer where there is a change of Control of the Dealer ("Control"). Control shall be as defined in section 1124 of the Corporation Tax Act 2010.

5. Prices and Payment

- 5.1 The price for the Products and the Services shall be in sterling unless otherwise notified to the Dealer by the Supplier in writing.
- 5.2 The price is exclusive of any applicable value added tax, which the Dealer shall pay to the Supplier in addition. Unless otherwise stated in writing, the Dealer shall pay the price for the Products and the Services within 2 days of the Supply and Install

Order being accepted and in any event prior to the supply and installation of the Product at the end user's premises.

- 5.3 The Dealer shall not be entitled by reason of set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to the Supplier. If the Dealer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier all payments due to the Supplier from the Dealer shall become immediately due and payable and in addition the Supplier shall be entitled to cancel the Supply and Install Order and any other existing orders from the Dealer and the Dealer shall pay interest (both before and after any judgment) on the amount unpaid at the rate of 2 percent per annum above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis from the due date of payment until receipt by the Supplier of the full amount.
- 5.4 The Dealer shall make payments by cheque or BACS transfer to such account as the Supplier shall specify to the Dealer from time to time.
- 5.5 The standard fees payable in accordance with clause 5 shall be specified by the Supplier from time to time.

6. Title and Risk

- 6.1 The title to the Products remains with the Supplier until the Supplier has received payment in full for the Products and the Services.
- 6.2 Risk shall pass in the Products on the installation of the Product at the end user's premises by the Supplier.

7. Warranty and Liability

- 7.1 The Supplier warrants that the Products will be free from material defects ("the Warranty") for a period ("the Warranty Period") commencing on the date of installation at the end user's premises. The Warranty Period shall be a period of 12 months.
- 7.2 The Dealer shall be primarily responsible for providing all maintenance and/or servicing work to the end user for the Warranty Period. The Supplier shall not be liable to provide such maintenance and/or servicing work in the Warranty Period unless specifically requested to do so by the Dealer or end user. In the event that the Supplier is requested to provide maintenance and/or servicing work in the Warranty Period, the Dealer shall be liable for the Supplier's labour costs of the maintenance and/or servicing work.
- 7.3 The Supplier shall supply replacement parts requested for the Dealer's maintenance and/or servicing obligations under the end user Warranty. For the avoidance of doubt the Supplier shall not be obligated to provide the Dealer with spare parts except in relation to a Product under Warranty.
- 7.4 The Dealer will keep harmless, defend and indemnify the Supplier against any claims, losses, costs and liabilities arising from any claims by the end user or any third-party in connection with the maintenance and/or servicing of the Product by the Dealer during the Warranty Period.
- 7.5 The Supplier's Warranty shall not apply in respect of any defect or problem arising out of any end user misuse, fair wear and tear, wilful damage, negligence, unauthorised maintenance work, installation or maintenance work undertaken by persons not trained by the Supplier in the servicing of the Products, alterations undertaken by the Dealer to the Products, or defects or problems arising from the Supplier having manufactured the Products in accordance with any designs or specifications provided to it by or on behalf of the Dealer.
- 7.6 The following shall apply with respects to a claim under the Warranty:
- 7.6.1 The Dealer must at all times follow the Warranty claims procedure as set out by the Supplier from time to time;
- 7.6.2 The Supplier's liability under the Warranty shall be limited to the replacement of defective parts and components for Products supplied under these Terms for the duration of the Warranty Period;
- 7.6.3 The Dealer shall be responsible for all the costs and expenses not limited to fuel, labour, shipping, delivery, engineering, accommodation, and diagnostics in replacing the defective part or component; and/ or
- 7.6.4 The Supplier shall only be liable where the damage to the Product occurs during the shipment of the Product if such damage is notified to the Supplier within 24 hours of the Product being delivered to the Dealer or the end user.
- 7.7 Any Warranty claim by the Dealer alleging defect in the quality or condition of Products, shall be notified to the Supplier in writing within 10 days from the date of discovery (where the defect or

- failure was not apparent on reasonable inspection).
- 7.8 Where any valid claim in respect of any defect in the quality or condition of the Products is notified in writing to the Supplier, the Supplier shall be entitled to replace the Products (or the part(s) in question) free of charge (subject to Clause 7.6.3) or, at the Supplier's sole discretion, refund to the Dealer the price of the Products (or a proportionate part of the price), but the Supplier shall have no further liability to the Dealer for the defect or failure.
- 7.9 Except in respect of death or personal injury caused by the Supplier's negligence, or any other liability that cannot be excluded by law, the Supplier's maximum liability for all claims made under each Supply and Install Order, however arising, including (without limitation) due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason shall be limited to the price paid or payable by the Dealer under the Supply and Install Order.
- 7.10 Subject to clause 7.9, and whether or not the Supplier has been advised of the possibility of such loss or damage the Supplier shall not be liable to the Dealer for (i) loss of profits, loss of anticipated savings, loss of revenue, loss of goodwill and/or loss of business (in each case whether direct or indirect); and/or (ii) any type of special, consequential or indirect loss or damage, in both cases however caused (including due to negligence, breach of contract and/or misrepresentation other than fraudulent misrepresentation).
- 7.11 The Supplier shall not be liable to the Dealer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Order if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 7.12 Nothing in this Warranty affects your statutory rights under any applicable national legislation.

8. Anti-bribery compliance

- 8.1 The Dealer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. The Dealer shall comply with the Supplier's Anti-Bribery Policy as updated from time to time.

9 Product Liability and Insurance

- 9.1 The Supplier shall maintain adequate levels of public and product liability and other relevant insurance in relation to the Products and Services supplied under the Supply and Install Terms, with a reputable insurer and shall provide a copy of the insurance policy to the Dealer upon request.
- 9.2 The Dealer shall also maintain appropriate insurance of not less than £1,000,000 per incident with a reputable insurance company covering public and product liability and other relevant insurance for the Products supplied under these Terms. The Dealer shall provide the Supplier with a copy of the insurance policy or insurance certificate upon request.
- 9.3 The Dealer shall, as soon as they become aware of any matter which may result in a claim by an end user or third party against the Supplier in connection with the supply and installation of the Products:
- 9.3.1 notify the Supplier and provide full written details of the matter sufficient to allow the Supplier to contact the end user and fully investigate the matter;
- 9.3.2 provide the Supplier with access to and allow copies to be taken of any materials, records or documents as the Supplier may require to take action; and
- 9.3.3 allow the Supplier the exclusive conduct of any proceedings and take any action that the Supplier requires to defend or resist the matter, including using professional advisers nominated by the Supplier; and
- 9.3.4 not admit liability or settle the matter without the Supplier's written consent.

10 Trade Marks

- 10.1 The Supplier grants to the Dealer the non-exclusive right, to use any of the Supplier's registered trademarks ("the Trade Marks") in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this agreement. The Dealer acknowledges and agrees that all rights in the Trade Marks shall remain in Supplier, and that Dealer has and will acquire no right in them by virtue of the discharge of its obligations under this agreement, except for the right to use the Trade Marks as expressly provided in this agreement.

- 10.2 The Dealer shall comply with all rules for the use of the Trade Marks issued by the Supplier and shall not, without the prior written consent of the Supplier, alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks. The Dealer shall not alter, deface or remove any reference to the Trade Marks, any reference to the Supplier or any other name displayed on the Products or their packaging or labelling.
- 10.3 The Dealer shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or reputation. The Dealer shall not obtain or try to obtain or register for itself anywhere in the world any trade marks or trade names or domain names the same as or similar to the Trade Marks. The Dealer shall not use the Trade Marks as part of the name under which the Dealer conducts its business, or any connected business, or under which it sells or services any products (except the Products).

11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time during this agreement and for a period of two years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as provided by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information: to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and as may be required by law, court order or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

12 General

- 12.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Supply and Install Order.
- 12.2 If the Court decides that any of the Supply and Install Terms is legally incompatible or ineffective in whole or in part, that shall not affect the other terms of the Supply and Install Order.
- 12.3 If the Supplier chooses to ignore any breach of the Supply and Install Terms by the Dealer on one occasion, the Supplier may still take issue with the Dealer if the Dealer should breach the same or any other terms of this agreement subsequently.
- 12.4 No addition, alteration or substitution of the Supply and Install Terms will bind the Supplier unless they are expressly accepted in writing by an authorised representative of the Supplier. Any typographical, clerical or other error or omission on the Website, sales literature, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability to the Supplier.
- 12.5 The Supply and Install Terms, and the Order form, contain the entire agreement between the parties with respect to its subject matter, supersede all previous communications, representations, agreements and understandings either oral or written made between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties. In particular, no other terms and conditions, (including any set out in any purchase order issued by the Dealer) shall apply except in respect of any fraudulent misrepresentation by either party.
- 12.6 The Dealer may not assign, novate or sub-contract any of its rights or obligations under this agreement without the prior written consent of the Supplier.
- 12.7 The Supplier may assign, novate or sub-contract any of its rights or obligations under this agreement with the prior written consent of the Supplier.
- 12.8 This agreement and any matters relating to it shall be interpreted under the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.