

TERMS AND CONDITIONS

1. Introduction

These terms (“**Terms**”) apply to all Products purchased by or on behalf of a Customer direct from TJR Scaffolding (UK) Limited (“**TJR Scaffolding**”) for Customer’s internal use only in the United Kingdom and to the exclusion of all other terms and conditions. These Terms together with TJR Scaffolding LTD Order Documents and Product Documents (as defined below) form a legally binding contract between Customer and TJR Scaffolding LTD for the purchase of Products (“the Agreement”). These documents will apply in following order of priority: (1) Order Documents; (2) these Terms and (3) Product Documents.

1.1 Definitions

“**Confidential Information**” means information of the disclosing party that is not generally known to the public, such as, product plans, pricing, marketing and sales information, customer lists, “know-how,” or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential.

“**Consumer**” means any natural person who orders Products in a capacity which is outside his or her trade, craft business or profession. Persons who purchase Products for their trade, business, craft or profession, or, in order to resell are not considered as Consumers.

“**Contract**” means the contract for the sale of Products by TJR Scaffolding LTD directly to the Customer in accordance with these Terms;

“**Intellectual Property Rights**” means any patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world and any intellectual property rights in know-how, documentation, and techniques associated with the Products.

“**Order Confirmation**” means the written confirmation from TJR Scaffolding LTD to the Customer confirming that it has accepted the order for the Products in accordance with the terms and conditions of these Terms.

“**Prices**” means the gross price payable for the Products including the charges set out in the Order Confirmation.

“**Products**” means products supplied by TJR Scaffolding LTD to the Customer under the Agreement.

“**Product Documentation**” means the documentation (in whatever format) describing how the Products should be installed, erected, operated, and/or used (as applicable) as may accompany the Products or which may be requested from TJR Scaffolding LTD in hardcopy form.

“**Website**” means www.tjrscaffoldingltd.co.uk

2. Order and Acceptance

2.1 The Customer may place an order for Product(s) directly with TRJ Scaffolding LTD via telephone, store or online. The placing of an order by the Customer represents an offer by the Customer to buy the Products subject to these Terms. Please note that the Contract between the Customer and TJR Scaffolding LTD is formed only when TJR Scaffolding LTD accepts the Customer's order by issuing the Customer with an Order Confirmation in writing.

2.2 Any Products forming part of your order which are not detailed in TJR Scaffolding LTD Order Confirmation do not form part of that Contract. If there are any inaccuracies or errors in TJR Scaffolding LTD Order Confirmation, you must contact TJR Scaffolding LTD immediately, so that the company has an opportunity to correct any mistake or clarify any misunderstanding before commencing delivery/performance.

2.3 TJR Scaffolding LTD may make minor changes to the specification of the Product you order if for example there is a scarcity of a particular component or for any other reasonable grounds notified to you. Any such minor change will be to at least an equivalent or better specification and will not adversely affect the material functionality or performance of the Product. Any such change will be set out in the applicable Order Confirmation. Acceptance of delivery of items listed in the Order Confirmation that are subject to a minor change, and use by the Customer will constitute acceptance by the Customer of the minor changes in the order.

2.4 If TJR Scaffolding LTD is unable to fulfil a Customer order (or any part thereof TJR Scaffolding LTD will notify the Customer, and any payment received by TJR Scaffolding LTD for such unconfirmed part of the order will be promptly returned.

3. Price and Payment

3.1 TJR Scaffolding LTD requires payment in full prior to delivery/performance, and will suspend delivery and performance until full payment is received. The price to be paid by the Customer will be set out in the Order Confirmation. All prices are inclusive of VAT at the prevailing rate and are exclusive of delivery charges unless otherwise stated. If the Customer is eligible for tax exemptions it will provide TJR Scaffolding LTD with a valid certificate of exemption or other documentary proof of exemption acceptable to TJR Scaffolding LTD.

3.2 Prices for the Products shall be stated in the Order Documents. Where deliveries occur in instalments or phases TJR Scaffolding LTD may need to adjust Prices for Products, due to changes in exchange rates, taxes, duties, freight, levies and purchase costs. Quotes provided by TJR Scaffolding LTD exclude value added tax, sales tax, governmental fees and any other applicable taxes, levies, and shipping charges unless expressly set out in the quote. Such charges are payable by Customer in addition to the prices quoted and may appear as separate items on the Order Documents.

4. Delivery, Ownership and Risk

4.1 The place of delivery and either (a) TJR Scaffolding LTD depot for pick up by Customer; or (b) estimated delivery date of Product(s) will be stated on the Order Confirmation.

4.2 If the Order Confirmation specifies that TJR Scaffolding LTD is responsible for delivering the Products to the Customer then TJR Scaffolding LTD shall arrange for delivery of the Products to Customer's location as set out in the Order Documents. Delivery dates are non-binding and time for delivery shall not be of the essence. If no delivery dates are specified, delivery shall be within a reasonable time. TJR Scaffolding LTD may elect to deliver the Products in instalments. TJR Scaffolding LTD shall not be liable for any loss (including loss of profits), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused TJR Scaffolding LTD negligence), nor will any delay entitle Customers to terminate or rescind the Agreement. TJR Scaffolding LTD shall only be liable for any non-delivery of Products if Customer gives written notice to TJR Scaffolding LTD within 7 days of the date when the Products would, in the ordinary course of events, have been delivered. The Customer shall be responsible for unloading the Products and for checking the Products in the presence of the carrier and in the event of shortage and/or damage the carrier's ticket must be endorsed accordingly. Separate written notification must be given to TJR Scaffolding LTD within three days of delivery. Claims cannot be recognised unless this action has been taken and TJR Scaffolding LTD liability in this respect is limited accordingly.

4.3 If the Order Confirmation specifies that the Customer shall collect the Products from one of TJR Scaffolding LTD depots then the Customer shall be responsible for collecting the Products from the TJR Scaffolding LTD location specified in the Order Confirmation on the date specified in the Order Confirmation. Any stock not collected within 14 days of the date specified in the Order Confirmation shall be considered as forfeited by the Customer and TJR Scaffolding LTD may use for other purposes with the Customer being charged for the full value of the Products ordered. The Customer shall be responsible for loading the Products and for checking the Products in the presence of TJR Scaffolding LTD and in the event of shortage and/or damage the receipt must be endorsed accordingly. Separate written notification must be given to TJR Scaffolding LTD within three days of collection. Claims cannot be recognised unless this action has been taken and TJR Scaffolding LTD liability in this respect is limited accordingly.

4.4 Once TJR Scaffolding LTD delivers Product(s) to Customer (or their representative) the Customer will take on risk of damage to or loss of the Product(s).

4.5 If for any reason the Customer does not accept delivery of any of the Products when they are ready for delivery, or TJR Scaffolding LTD is unable to deliver the Products on time because Customer has not provided appropriate instructions, documents, licences or authorisations then the Products will be deemed to have been delivered, risk passing to Customer (including for loss or damage caused by TJR Scaffolding LTD negligence) and TJR Scaffolding LTD may:

4.5.1 Store the Products until actual delivery and Customer shall be liable for all related costs and expenses (including without limitation storage and insurance); or

4.5.2 Sell the Products at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Price for the Products.

4.6 48 hour delivery terms and conditions: Orders placed between Monday – 1pm Friday are eligible for 48 hour delivery (Please ask about delivery charges). As delivery excludes weekends, orders placed on Friday will aim to be delivered on Monday. Orders placed after 1pm on Friday will be delivered on the Monday/Tuesday of the following week. Orders placed on Saturday and Sunday will aim to be delivered on Monday/Tuesday of the following week.

If you are a Consumer:

The place of delivery and estimated delivery date of Product(s) will be stated on the Order Confirmation or as confirmed to you by phone by TJR Scaffolding LTD. If the estimated delivery date cannot be met, then TJR Scaffolding LTD will notify you with a revised estimated delivery date. If delivery is not made within 30 days from the original date of your order and you have not subsequently accepted delivery or agreed to a delivery date outside the 30 days, you may cancel your order without charge and obtain a full refund. This right is in addition to your “cooling off” rights.

5. Cancellation Rights and Cooling Off Periods (Consumers only)

5.1 Changes in a Product may occur after a Consumer places an order but before TJR Scaffolding LTD ships the Product. No changes will be allowed after TJR Scaffolding LTD ships the Product.

◁If you are a Consumer then you have the right to cancel and return the Products (Cooling Off Rights). That right is for 14 calendar days beginning on the day after the date of delivery or collection by you of the Products. To exercise your right to cancel, you must notify TJR Scaffolding LTD in writing of your wish to cancel and TJR Scaffolding LTD will arrange for collection of the Product(s) or otherwise provide instructions for convenient return. You must return all cancelled Product(s) to TJR Scaffolding LTD in original condition (you will be responsible for any damage) and within 14 calendar days of your cancellation notice, unless TJR Scaffolding LTD provides a later collection date. All costs of return (including those of TJR Scaffolding LTD) will be payable by you. TJR Scaffolding LTD will refund you (a) the price that you paid for the cancelled Products; and with the direct costs of TJR Scaffolding LTD in collecting the cancelled Product(s) from you being deducted from such refund amount. The net amount will be paid to you within 14 calendar days of receiving your cancellation notice, however, TJR Scaffolding LTD may withhold payment of your net refund pending receipt of the returned Product (in its original condition). Once the 14 day Cooling Off Period has ended and unless TJR Scaffolding LTD agrees otherwise in writing, you do not have a right to cancel or return your order.

6. Warranty

6.1 TJR Scaffolding LTD is under no liability for any drawings, design or specification and submission of such does not constitute any warranty, guarantee, representation or opinion of the practicability of construction or the efficacy, safety or otherwise of goods to be supplied by TJR Scaffolding LTD will not be responsible for the costs of any additional work caused

by defects in such drawings, design or specification. In no case shall the Seller be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever. Many of the products are of a technical nature and it is not practical to publish detailed specifications of all the Products and keep specifications completely up to date. All descriptive matter, drawings, pictures, colours, specifications and advertising on the Website are for the sole purpose of giving an approximate description of the Products. The descriptions, videos etc. of the Products available on the Website are for information purposes only and TJR Scaffolding LTD makes no warranty (express or implied) that the Products will meet your requirements or will operate or comply with such information.

6.2 All warranties, conditions and other terms implied by law are to the fullest extent permitted by law, excluded from this Agreement save that the conditions and warranties implied by the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973 and any amendment or extension thereof shall apply save in so far as they are not lawfully excluded by these conditions

6.6 TJR Scaffolding LTD shall not be liable under the warranties given in this clause 6 in respect of:

6.6.1 any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow TJR Scaffolding LTD instructions (whether oral or in writing), misuse or alteration, modification, adjustment or repair of the Products and/or without TJR Scaffolding LTD approval;

6.6.2 if the total Price for the Products has not been paid by the due date for payment;

6.6.3 for any Products, Deliverables parts, materials or equipment not manufactured or produced by TJR Scaffolding LTD in respect of which Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to TJR Scaffolding LTD to the extent that they are assignable by TJR Scaffolding LTD to Customer;

6.6.4 any type of defect, damage or wear specifically excluded by TJR Scaffolding LTD by notice in writing; and/or

6.6.5 if Customer makes any further use of the Products after giving notice of an issue.

6. TJR Scaffolding LTD does not warrant that the Products will function (1) with any specific configuration not provided by TJR Scaffolding LTD or (2) to produce a specific result even if the configuration or result has been discussed with TJR Scaffolding LTD.

7. Liability

7.1 Neither party excludes or limits liability to the other party for (1) death or personal injury resulting from negligence, (2) fraud or (3) fraudulent misrepresentation or (4) any other liability that cannot be excluded by law.

7.2 Neither party shall be liable for:

7.2.1 special, indirect or consequential loss or damages;

7.2.2 loss of profit, income or revenue;

7.2.3 loss of goodwill or reputation;

7.3 TJR Scaffolding LTD total liability to Customer howsoever arising out of or in connection with the Agreement whether for negligence or breach of contract or otherwise shall not exceed 125% of the Price payable by Customer under the Agreement for Products.

8. Confidentiality

Each party must treat all Confidential Information received from the other party as it would treat its own confidential information generally, but with no less than a reasonable degree of care.

9. Indemnities

The Customer shall defend and indemnify TJR Scaffolding LTD in respect of all claims by any person whatsoever for injury to persons and/ or damage to property caused by or in connection with or arising out of the use of the Products and in respect of all costs and charges in connection therewith whether arising under statute or common law.

10. Termination

10.1 Either party may (without prejudice to any other rights or remedies it may have against the other party) terminate this Agreement by notice in writing immediately if the other party:

10.1.1 commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or

10.1.2 ceases, or threatens to cease, to carry on business or, becomes insolvent.

10.2 TJR Scaffolding LTD may terminate this Agreement with immediate written notice if Customer:

10.2.1 fails to pay undisputed sums properly due to TJR Scaffolding LTD in accordance with the Agreement;

11.2.2 Customer breaches any obligations, warranties and indemnities set out in the Agreement.

11.3 On termination of this Agreement, all rights and obligations of the parties relating to the Products, and/or relevant to the specific Order Documents under the Agreement will automatically terminate except for rights of action accruing prior to its termination

12. Force Majeure

Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by any circumstances beyond a party's reasonable control including, without limitation, fire, flood, war, embargo, strike, riot, or the intervention of any

governmental authority (“Force Majeure Event”) provided that the delayed party shall provide the other party with prompt written notice of the Force Majeure Event. The delayed party’s time for performance shall be excused for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

13. Data Privacy

13.1 TJR Scaffolding LTD holds information on Customers in accordance with the provisions of the Data Protection Act 2018, and will adhere to any other relevant future legislation in this area. Under this legislation, certain Customers can obtain a copy of all information which TJR Scaffolding LTD holds on its databases in relation to them. Customers wishing to obtain such information should refer to the TJR Scaffolding LTD Privacy Policy for details

13.2 Customer authorises TJR Scaffolding LTD to collect, use, store and transfer the personal data Customer provides to TJR Scaffolding LTD for the purpose of performing TJR Scaffolding LTD obligations under this Agreement and for any additional purposes described, pursuant to the Agreement.

13.4 TJR Scaffolding LTD may, in the normal course of business, make worldwide transfers of personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data. When making such transfers, TJR Scaffolding LTD shall ensure appropriate protection is in place to safeguard personal data transferred under or in connection with this Agreement.

13.5 TJR Scaffolding LTD shall not be liable for any claim brought by Customer or a data subject arising from any action or omission by TJR Scaffolding LTD to the extent that such action or omission resulted from compliance by TJR Scaffolding LTD with Customer’s instructions.

14 Amendments to these Terms

TJR Scaffolding LTD will update these terms and conditions from time to time. Updated terms and conditions will be published on the Website. Any future changes will not affect Contracts already concluded unless the changes are required to be made and given retrospective effect by any law or government authority (in which case it will apply to Contracts already concluded if required to do so)

15. General

15.1 Notices given under the Agreement must be in writing and shall be effective when delivered to the other party’s legal officer at the address stated on TJR Scaffolding LTD invoice.

15.2 Neither party may assign or transfer this Agreement without the prior written consent of the other party except that (1) no consent is required by TJR Scaffolding LTD to assign to its

affiliated companies and (2) TJR Scaffolding LTD may subcontract its obligations under the Agreement but shall remain liable and responsible to Customer for such obligations.

15.3 This Agreement constitutes the entire agreement between the parties and each party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in the Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

15.4 Any changes to this Agreement or to any order placed pursuant to it shall not be valid or binding unless it is in writing and agreed by parties. If any provision of this Agreement should be found to be void or unenforceable, such provision will be struck out or modified to the extent necessary to comply with the law, and the remainder of this Agreement shall remain in full force and effect.

15.5 A waiver by either party of a breach of the Agreement or delay or failure to enforce a right under the Agreement shall not constitute a waiver of any subsequent breach of the Agreement.

15.6 A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

15.7 The Agreement and any non-contractual obligations shall be interpreted according to English law and the English courts shall have exclusive jurisdiction.

15.8 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention) shall not apply to the Agreement.