

Terms & Conditions of Sale

In these conditions:

"**the Company**", "**we**", "**us**" and "**our**" means Rolltek International Limited (Registration number 04410519), whose registered office is at Unit 7 The IO Centre, Valley Drive, Rugby, Warwickshire, CV21 1TW.

"**Contract**" means any contract between us and you for the sale and purchase of Goods".

"**the Customer**", "**you**" and "**your**" means the persons firm or company ordering the Goods.

"**the Goods**" means the items sold by us to you and listed on our invoice.

1) Where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) your statutory rights are not affected by these conditions.

2) You accept that these conditions and the documents referred to in them, constitute the entire agreement and understanding of the parties and supersedes any previous agreement and shall apply to all legal relations between yourself and us to the exclusion of any other terms including any conditions warranties or representations written or oral express or implied even if contained in any of your documents which purport to provide that your own terms shall prevail. No variation of these conditions shall be valid unless agreed to in writing and signed by an authorised person on our behalf and on your behalf.

3) No person employed by us nor any of our agents have any authority to make or give any representation or warranties whatsoever whether verbal or written in relation to the Goods. The provision of any quotation or estimate by us does not form part of any offer or representation made by them. All specifications, drawings, descriptions and catalogues issued by us or on our behalf are intended merely to give a general description of the Goods and any person reading them may not rely on anything contained therein as being a representation of fact concerning the Goods or a warranty relating thereto whether as to their condition or otherwise.

4)

a) We reserve the right to amend the order placed by you and we will then advise you following which you may only on seven days' written notice cancel the Contract and may pay a cancellation charge of fifteen per cent of the Contract price.

b) If you request any amendment to your order subsequent to us accepting such order, we shall have no obligation to accept such amendments. Should we choose to accommodate your request for amendments, we shall be entitled to revise the price payable for the Goods and / or the delivery date as may be reasonable so to do.

c) If you cancel the Contract in circumstances other than those set out in clause 4(a) you will be liable to us for all costs or work carried out and parts or materials ordered by us up to the date of cancellation.

5)

a) Where you request that we supply Goods in accordance with your own specification:

i) we shall use reasonable endeavours to supply the Goods materially in accordance with such specification but we reserve the right to make any changes in such specifications that are necessary to ensure that they conform to any applicable safety or statutory requirement and to make without notice any minor modifications in the specifications that we think necessary or desirable;

ii) you shall indemnify and keep us indemnified in full against all direct, indirect and consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by us as a result of or in connection with: (I) any defect in Goods supplied in accordance with this clause to the extent that such defect is attributable to its design; and (II) any infringement or alleged infringement of any intellectual property rights or any other applicable law or regulation caused by your instructions, your specification, the use, manufacture or supply of such Goods; and (III) you shall grant us an

irrevocable, perpetual, non-exclusive, royalty-free, worldwide licence to adapt, develop, manufacture and sell such Goods in the ordinary course of our business without any restriction. This sub-clause shall survive the termination of the Contract.

6)

a) You shall pay the full price of the Goods to us at the time of placing the order, which we shall be entitled to render and delivery is promised within 30 days of payment.

b) If you fail to pay us in full at the time of placing the order, the transaction for the order and indeed payment will be void.

c) We shall charge for delivery in accordance with our minimum order charges, as may be amended from time to time and are available on request.

d) The price for the Goods shall be exclusive of any value added tax.

7) We shall be under no obligation

notwithstanding any agreement to the contrary to provide the Goods due under a Contract if we have any doubts as to your solvency and we may in such circumstances (without any liability on our part) withhold Goods contracted to be sold to you without any repudiation of the Contract being implied or expressed or any legal proceedings being necessary.

8)

a) Whilst we shall make every effort to place the Goods at your disposal in accordance with any times stated in the Contract, time shall not be of the essence in this regard.

b) We may deliver the Goods in instalments and each instalment shall be treated as a separate Contract so that failure to deliver or defect in one or more instalments shall not entitle you to reject the other instalments.

9) Notwithstanding the provisions of the following clause, risk in the Goods shall pass to you immediately upon the Goods leaving our premises.

10)

a) Unless any complaints about the quality or quantity of Goods are made in writing and received by us within three days of delivery thereof you shall be deemed to have accepted the

Goods. Claims for loss or damage to Goods must be made within three days of delivery of the Goods and claims for non-delivery of Goods must be made within ten days of the despatch date of the Goods. Any errors in the quantity of Goods delivered can be claimed for immediately.

Unwanted Goods may only be returned in accordance with our Returns Policy, a copy of which is available on request.

b) Where any complaint is made in accordance with clause 11(a), you shall, at our request, return such Goods to our place of business at your expense to enable us to examine the nature of the alleged defect.

11)

a) We warrant that (subject to the other provisions of these conditions) the Goods are of satisfactory quality (as defined in the Sale of Goods Act 1979) but do not warrant that the Goods are fit for any specific purpose.

b) Without limiting the above we expressly exclude any liability arising from:

i) failure to comply with our instructions for fitting or installation, where supplied;

ii) use of the Goods in excess of performance or load-bearing specifications stated in our catalogue; or

iii) any modification or adaptation made to the Goods by you or any third party.

c) Without prejudice to the above sub-clauses, our liability for:

i) any defect shall be limited to repairing or replacing the defective Goods or refunding to you the invoice price of these Goods. Under no circumstances shall we be liable for any indirect, consequential or economic loss of any nature arising out of the defect;

ii) damage to property (from one single cause) caused by our negligence is limited to £5,000,000 (FIVE MILLION POUNDS); and

iii) all other liabilities not referred to elsewhere in these conditions is limited in damages to the invoice price of the Goods.

d) Nothing in this clause excludes or limits our liability for any personal injury or death caused by our negligence or for fraudulent misrepresentation.

e) All warranties, conditions and other terms implied by statute or common law (save for the

conditions imposed by section 12 of the Sale of Goods Act (1979) are, to the fullest extent permitted by law, excluded from the Contract.

12) You shall indemnify us in respect of any loss, injury, expense or claim of whatsoever nature and howsoever arising out of the Contract or the Goods, or their storage, installation, use, operation or maintenance save to the extent that the same is caused by our negligence, our servants or agents, including our subcontractors.

13) We shall not be under any liability for any delay or failure in performing its obligations caused by any circumstances beyond their control including, but not limited to, strikes, lock-outs or other industrial action affecting us or any of our suppliers.

14)

a) Failure or delay by us in enforcing or partially enforcing any of the Contract will not be construed as a waiver of any of its rights under the Contract.

b) Any waiver by us of any breach of or any default under any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

15)

a) Any notice or other communication given under these conditions shall be in writing and may be served by sending it by post, pre-paid recorded delivery, fax or, subject to the provisions of clause 15(b), by e-mail to the address set out in clause 15(c). Any such notice shall be deemed to have been received: i) in the case of post or pre-paid recorded delivery, 48 hours from the date of posting; ii) in the case of fax, at the time of transmission.

b) A communication sent by e-mail shall not be effective unless the recipient acknowledges

receipt of such communication, such acknowledgement to take the form of a return receipt. Any notice given by e-mail shall be deemed to have been duly given when the recipient of the said return receipt is able to access it.

c) Our address, fax number and e-mail address for the purposes of clause 16 are: Address: Unit 7 The IO Centre, Valley Drive, Rugby, Warwickshire, CV21 1TW For the attention of: Customer Service Manager; Fax number: 01788 568553 E-mail address: sales@rolltek.co.uk or such other address, or fax number or e-mail address as may be notified by us to you in writing from time to time. Your address, fax number and email address for the purposes of clause 15 shall be as notified to us on your order unless otherwise notified to us in writing by you.

16) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, void, voidable, unenforceable or unreasonable, it shall, to the extent of any such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17) The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18) The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts. March 2020

**Rolltek International Limited Registered Office
Unit 7 The IO Centre, Valley Drive, Rugby, Warwickshire, CV21 1TW**