

THE
ROOFLIGHT CO.
COTSWOLDS

Business Terms and Conditions



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COTSWOLDS

Business Terms and Conditions of Sale

Thank you for choosing to buy from The Rooflight Co. We have set out our terms and conditions below (the “Terms”) so that you know what to expect from us and what we need from you to allow us to deliver your order. Please take a few minutes to read through these Terms, as by placing an Order with us, you will be considered to have agreed to be legally bound by them.

It is important to note that we are a SUPPLY ONLY business and, therefore, our services relate to the supply of goods only.

Your attention is drawn to clause 9.1, below, in respect of your Warranty offer.

9.1. We warrant that the Products will comply with the Order and any Approval Drawings and will be free of material defects for a period of twelve (12) months from Delivery or collection by you, unless otherwise stated in our Operations and Maintenance Manual which will be supplied with the Products. If the relevant manufacturer of any part of the Products offers a longer warranty, we shall extend this warranty offering to you. In addition, provided that you register with us via our Product registration process within twelve (12) months after delivery or collection, then we shall offer you our extended warranty as set out here: <https://www.therooflightco.com/customer-service/>. These warranties do not apply in the circumstances set out in clauses 9.5 and 9.6, and the extended warranty also does not apply if you have not completed our Product registration process within the twelve (12) month period specified.

These Terms apply to products and services provided by The Metal Window Company Limited (trading as The Rooflight Co) with registered company number 02881879 whose registered office and trading address is at Unit T1 Bourton Industrial Park, Bourton-on-the-Water, GL54 2HQ with VAT number 618 4102 63.

Our Terms can also be found online.

www.therooflightco.com/customer-service/

References to “we”, “us” and “our” mean The Rooflight Co and references to “you” and “your” mean you, the business customer purchasing The Rooflight Co’s products and services.

1. Definitions

The terms below will have the following meanings whenever they are used in these Terms:

“Acceptance” means your acceptance in writing of the Approval Drawings, and “Accepting” and “Accepted” shall be interpreted accordingly.

“Customer Care Process Fee” means a fee charged to you in respect of the cancellation of a Stocked Item.

“Amendment” means a change agreed to an Order in accordance with clause 4.

“Made to Order” means any Product made to order for you. This can be “Bespoke” which means that we will make the Product to your specification, in non-standard sizes with your specification for glass, finish and colour and any other individual characteristic, or “From our Range” where we will make the Product to order for you but from our range, using standard sizes and pre-set specifications and in-house materials.

“Change” means as defined in clause 4.1.

“Approval Drawings” means the drawings prepared by us in accordance with your specification for the Products and including our lead-time for the Products.

“Deposit” means an amount equal to fifty percent (50%) of the Price.

“Delivery” means that items will be delivered to you by us as set out in clause 5.1 below and in any event by 5pm on the day set out in the Sales Order Acknowledgement. Items will be delivered to you by way of Kerbside Delivery unless specifically agreed in the Sales Order Acknowledgement.

“Kerbside Delivery” means that items will be delivered to the nearest kerbside at the address specified in the Sales Order Acknowledgement. Freight drivers will position their vehicle as close as possible to the delivery address and unload the palletised goods into a spot on the kerbside that is safe and keeps the pallet secure.

“Location” means the address to or at which it is agreed in the Sales Order Acknowledgement that we will deliver the Products. Unless a specific location is agreed between you and us in writing, the location for delivery will be as set out in clause 6.1.

“Mainland Europe” means Republic of Ireland, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Liechtenstein, Luxembourg,

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Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.

“Order” means your order for Products, as set out in your written acceptance of our quotation or proforma invoice.

“Our Materials” means all documents, materials, tools, drawings, and specifications (including the Technical Specification and Approval Drawings) prepared and/or supplied by us to you as part of the Order.

“Sales Order Acknowledgement” means our confirmation of an Order, that specifies:

- a) a description of the Products to be supplied, referencing the specific quotation if applicable;
- b) details of the Location;
- c) quantity of units;
- d) your specific obligations;
- e) details of the Price and estimated delivery and insurance costs;
- f) any special information about the Products.

“Products” means the products to be supplied by us to you as set out in the Order, which may be a Stocked Item, or Made to Order.

“Price” means the price payable for the Products to be supplied to you, as may be amended in accordance with these Terms and Conditions.

“Stocked Item” means standard sizes, finishes and colours as set out in our conservation standard range on our website and documentation and are stocked by us already.

“Storage Costs” means any costs associated with the storage of the Products.

“Technical Specifications” means the written specification and instructions and/or manuals for the Products, including but not limited to our technical specification and maintenance manual.

2. Your agreement to purchase The Rooflight Co Products

2.1. Where you make an enquiry about the Products, we will discuss your requirements with you, and we may provide you with a quotation. You must notify us

of any changes you require and, provided that we agree to them, we will provide you with an updated quotation.

2.2. A quotation is valid for a period of 28 days from its date of issue. We reserve the right to withdraw any quotation issued to you at any time before receiving your Order, without incurring any liability to you. Any quotation issued in respect of the Products by us shall not constitute an offer.

2.3. The Order constitutes an offer by you to purchase the Products in accordance with these Terms. You are responsible for ensuring that the terms of the Order, any descriptions (for example, but not limited to, whether the orientation of the design should be portrait or landscape) and any applicable Technical Specifications and any measurements are complete and accurate (for example but not limited to, pitched rooflights are suitable for pitched roofs between 17.5° to 65° and flat rooflights are suitable for pitched roofs between 3° to 15°) and you must notify us immediately if there are any errors. This is important and will mean that you may need to pay additional fees to change the Technical Specification or the description later on.

2.4. The Order shall only be deemed to be accepted when we issue a written acceptance of the Order (by way of a Sales Order Acknowledgement), at which point these Terms shall come into existence. For the avoidance of doubt, the Sales Order Acknowledgement shall form a part of and be incorporated into, the Order, once issued.

2.5. By placing an Order, you confirm that anyone acting on your behalf to purchase Products from us has authority to bind you and you acknowledge that in entering into this arrangement you do not rely on any statement, representation, assurance or warranty that is not set out in these Terms. Neither you nor we shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms.

2.6. These Terms apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.7. We will ask you to pay the Price in full prior to delivery for a Stocked Item. However, if your Order is for Made to Order Products, we will ask you to pay in two instalments; the Deposit upfront followed by the balance to be paid prior to delivery. If we ask you to pay the Deposit, you can pay the Price in full at this stage if you so choose. The Sales Order Acknowledgement, together with such payment, will form a binding agreement under which we will sell, and you will purchase the Products.

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3. Product Descriptions and Approval Drawings

3.1. We take reasonable care to ensure that the Products are described accurately, and that the Product information shown is correct and up to date on our website and in our brochures. Any samples, drawings, descriptive matter, or advertising produced by us, and any descriptions or illustrations contained in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of these Terms nor have any contractual force.

3.2. You accept that due to the hand-made nature of the Products there may be variances in the steel work and finish and that all stated dimensions have a combined 4mm tolerance.

3.3. We reserve the right to make minor changes to the descriptions of the Products without notification to you.

3.4. If your Order is for Bespoke Made to Order Products, we will prepare Approval Drawings for the Products. You must check the Approval Drawings and any Technical Specifications, including quantities, that we provide to you thoroughly before Accepting them, by signing them and returning them to us. You acknowledge that:

a) we cannot proceed to manufacture the Products without your Acceptance and we shall not be liable for any delays while waiting for your Acceptance; and

b) you shall be solely liable for any additional costs (including any changes to the Price) and/or delays arising from any errors or discrepancies in the Approval Drawings that you have Accepted. You must notify us immediately if you notice that there are any errors.

3.5. If the Products are intended for use in an industrial or maritime area (subject to a potentially corrosive or polluted environment) please contact us regarding Made to Order Products suitable for such use.

4. Changes

4.1. If you require any changes to your Order including the Approval Drawings, please inform us in writing as soon as possible. We may also identify changes that are

required as a result of your requirements ('otherwise referred to as a Change'). If the Change is for different Products, or requires us to do significant re-drawing, or have an impact on costs then we will prepare an Amendment in accordance with clause 4.2 which will require re-signature by you.

4.2. Where required as a result of a notification being made for a Change under clause 4.1, we shall, as soon as is reasonably practicable, provide a written estimate to you of:

- a) the likely revised time required to implement the Change;
- b) revised drawings and quotation;
- c) any necessary variations to the Price arising from the Change, and
- d) any other impact of the Change on these Terms ('Amendment').

4.3. There shall be no variation to these Terms, or to the terms of the Order and we will not be able to proceed with work on your Order, until the Amendment has been agreed in writing between you and us in accordance with clause 17.9.

4.4. You agree that you are liable for the cost of all approved Amendments, and we shall not be liable for any delays while waiting for your approval of an Amendment. Again, you must notify us immediately if you notice any errors.

4.5. Once an Amendment has been agreed, we will prepare the necessary amended Approval Drawings and submit them to you for Acceptance in accordance with clause 3.4.

4.6. If, once you have received the Acceptance Drawings, you decide not to proceed with the Order, you must notify us in writing which will be valid once you have received an acknowledgement in writing from us. We will refund the sum paid by you for the Products less our design and production costs (including the costs for the time we have spent revising the Acceptance Drawings) which shall be calculated as a percentage of the Price.

5. Delivery Dates

5.1. We will provide you with estimated timescales for Delivery of the Products once these Terms have been entered into between us. While we shall use our reasonable endeavours to meet any estimated timescales, because of the nature of the work, we do not guarantee to meet them. If we do encounter unexpected delays, we will

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contact you as soon as is reasonably possible by telephone or email to let you know revised estimated timescales.

5.2. We will contact you when the Products are ready for delivery, whether you are picking these up directly or awaiting delivery from us (where you are picking up from us, we will refer to this as Ex Works (EXW)). When delivering the Products to you, we may do so using our carefully selected third party carriers. We remain fully responsible for the delivery of the Products but are not responsible for third party costs including, but not limited to, scaffolding, cranes (or any other lifting equipment).

5.3. We must receive your payment of the Price in full in cleared funds, or alternatively the Price must be applied to your credit account before we can release or deliver the Products to you. We will send an invoice to you on our dispatch of the Products.

5.4. The scheduled Delivery date must be a date when you, or your authorised representative, will be present to meet us and provide access to the Location. If the delivery is EXW, this will be the date on which you, or your authorised representative, will arrange to collect the Products. We will try to deliver all of the Products in one instalment, but we reserve the right to deliver the Products in more than one instalment. If you request us to deliver in instalments, then we may charge you additional delivery costs at our discretion. If, despite our reasonable efforts, we are unable to contact you or unable to rearrange delivery with you, we may terminate these Terms and clause 13 will apply.

5.5. If you wish to change the agreed Delivery date for Products, please tell us as soon as possible to arrange a new date. We reserve the right to charge you a reasonable fee to cover any additional Delivery and Storage Costs (see clause 6.4) that we may incur as a result of rescheduling the Delivery date at your request. We only deliver up to 5pm in the evening.

5.6. Delivery dates and timescales are not guaranteed (and time is not of the essence of these Terms) as set out in clause 5.1. Our Delivery dates and times are from 8.00am to 5.00pm on business days only.

6. Delivery

6.1. You are solely responsible for the installation and use of the Products supplied under these Terms including but not limited to the suitability of the Product for its final

installed Location, accuracy of dimensions, adequacy and quality control of installation arrangements, and post-installation checks. You shall be solely liable for any additional costs and delays arising from any errors or discrepancies in any specifications or measurements that you have submitted.

6.2. Unless otherwise agreed in the Order, and subject to clause 6.1, you will collect the Products from our premises as set out in the Sales Order Acknowledgement or from such other location as may be agreed with you before the delivery date agreed in accordance with clause 6.3. Alternatively, where agreed with you at the time of placing the Order, we will deliver the Products to the Location set out in the Order.

6.3. Where we have agreed to deliver to you, you must ensure that the Location is suitably prepared for delivery and that you have appropriate lifting equipment in place to take receipt of the Products. We reserve the right to refuse to deliver if, in our reasonable opinion, it is not safe or possible to do so. Where delivery is EXW, you must ensure that you have suitable transport, together with appropriate lifting equipment, to collect the Products.

6.4. If we attempt delivery on the scheduled date, but are unable to deliver the Products or you do not collect them for any reason, including but not limited to:

- a) any difficult access restrictions which have not been notified to us prior to Delivery; or
- b) if you (or your nominated representative) are not present at Delivery or we have not been provided with the correct contact number; or
- c) the Location is not suitably prepared for delivery, or you do not have suitable transport and/or equipment to collect; or
- d) we believe, acting reasonably, that delivery would result in irreparable damage to property, damage to the Products, or injury to our staff or other persons; or
- e) you refuse to accept delivery for any reason other than the failure of the Products to comply fully with the Sales Order Acknowledgement.

We will return the Products to our premises or retain the Products at our premises (as the case may be) and we reserve the right to charge you a reasonable fee to cover the additional delivery and Storage Costs that we incur. In this event we shall agree a revised delivery date with you.

6.5. Delivery will be completed when we deliver and unload the Products at the Location or when you collect the Products from us EXW, at which time risk shall pass

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in accordance with clause 10.2. If at the time of delivery to you, the external packaging of the Products is damaged and you suspect that the Products are also likely to be damaged you should not accept the delivery (and, where applicable, should hand it to the carrier to return it to us). If you accept a delivery where the packaging is damaged, you must inform us (or the carrier in writing as the case may be) of the damaged packaging as you sign for the Delivery and take a photo of the damage prior to unwrapping the Products. It is important that you do this immediately.

6.6. You must inform us immediately (and in any event, no later than 7 days after receipt, collection, or expected receipt) if an expected delivery is not received or if you find that any Products are missing or damaged upon opening the packaging. Please telephone us on 01993 833155 or by emailing us at customerservices@therooflightco.com.

6.7. We shall use our reasonable endeavours to avoid damage to your or any third party's property during delivery of the Products.

6.8. In the event of accidental damage to your or any third party's property, you shall notify us on the delivery form or by email before we leave the Location. We shall at our expense repair or replace such damaged property to a fair and reasonable standard provided that:

- a) the damage is caused by our staff or our carriers in the course of delivery;
- b) you clearly describe any such damage on the delivery form or email, before we leave the Location; and
- c) you grant to us or our nominated subcontractors access to the Location and the damaged property when we reasonably request this, having given you reasonable notice.

6.9. We do not store Products as part of our service. However, where you have specifically requested that we store any Products for you for a short term, instead of taking delivery on a scheduled date, you will be responsible for any and all Storage Costs.

7. Products ordered and exported outside of the UK

7.1. We can now offer deliveries of Products from our conservation range only (to be clear, this does not include any Bespoke Made to Order Products or any Products from our other ranges), to Mainland Europe. We also only supply CE marked products

to mainland Europe. Where you are a customer ordering our Products from outside of the UK, delivery will be EXW from our premises as described in the Sales Order Acknowledgement and you are responsible for ensuring that all Products are exported, used and re-sold (and/or imported where you are returning Products to our Premises in accordance with clause 8) in strict accordance with the applicable laws, requirements and standards of the relevant jurisdiction to which they are exported and/or in which they are to be used or re-sold. For the avoidance of doubt, you (or your carriers or representatives) will be the importer or exporter of record (as the case may be) for the Products.

7.2. Where clause 7.1 applies, all and any taxes, duties, fees and other charges levied by any relevant authority in connection with the export, import, in addition to any licences, permits, charges, fees, labelling requirements or otherwise to use and/or re-sale the Products outside of the UK shall be your responsibility; to include all and any taxes, duties, fees, costs and expenses associated with any custom formalities (including all appropriate licenses and authorisations) necessary for export or import.

7.3. You shall supply to us and file with the proper authorities any documentation that may be required for the purpose of export and/or import, plus the EORI number (Economic Operators Registration and Identification number). Each shipment must be accompanied by all necessary customs documentation and declaring the transactional value of the said shipment. You shall undertake all necessary actions within the limits of all applicable laws and regulations in order to enable us to recover any sales taxes on returns (where applicable).

7.4. You shall indemnify and keep us indemnified against all liabilities, costs, expenses, damages and losses (and all other reasonable professional costs and expenses) of a direct, indirect or consequential nature suffered or incurred by us and arising out of or in connection with any claim made against us by a third party arising out of or in connection with the provision of the Products, to the extent that such claim arises out of any failure by you to comply with your obligations under this clause 7.

8. Returns

8.1. If you cancel your order prior to Delivery, you will be charged a Customer Care Process Fee. It is noted that you may not cancel Made to Order items at any time after the Acceptance Drawings are signed.

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8.2. We do not accept returns at any time for Made to Order items. However, if the Product is a Stocked Item and you wish to return it to us after delivery, you must contact us within 28 days by telephoning 01993 833155 or email customerservices@therooflightco.com. All requests will be assessed by our team on a case by case basis and we will tell you if we agree to accept that return. If we agree to accept a return we will advise you of our returns process including arranging for collection of the returned Products or supply a unique return merchandise authorisation (RMA) code to be used as a reference when labelling returned Products. Our returns policy can also be found here <https://www.therooflightco.com/customer-service/>. If we do not agree to accept a return, we will tell you why we cannot accept it.

8.3. If you are eligible for a return, you shall return the Products in the same condition they were sent to you and package and label the Products correctly (together with the RMA) so that they are not lost or damaged in transit. You will be responsible for the costs of the return delivery.

8.4. If you wish to return or exchange any Products, the purchase of any alternative Products and the inspection of the returned Products shall be completed prior to any credit or refund being issued or given on the balance.

8.5. If you seek to return Products to us without prior authorisation or complying with our returns process, we shall be under no obligation to receive them or make any refund or give any credit to you or exchange Products, but we may do so at our sole and absolute discretion and our decision on the matter shall be final.

8.6. Where we agree to give you a refund for accepted returns, the refund will be processed within 14 days of us having received the returned Products.

9. Warranty

9.1. We warrant that the Products will comply with the Order and any Approval Drawings and will be free of material defects for a period of twelve (12) months from Delivery or collection by you, unless otherwise stated in our Operations and Maintenance Manual which will be supplied with the Products. If the relevant manufacturer of any part of the Products offers a longer warranty, we shall extend this warranty offering to you. In addition, provided that you register with us via our Product registration process within twelve (12) months after delivery or collection, then we

shall offer you our extended warranty as set out here: <https://www.therooflightco.com/customer-service/>. These warranties do not apply in the circumstances set out in clauses 9.5 and 9.6, and the extended warranty also does not apply if you have not completed our Product registration process within the twelve (12) month period specified.

9.2. If you wish to benefit from these warranties, you must notify us immediately (within 24 hours) on becoming aware of any defect in the Products or any non-compliance with the Sales Order Acknowledgement or any Approval Drawings by telephone and in writing with appropriate photographic evidence and, if we request it, provide us with access to inspect the Products, to investigate and assess the details of the defect.

9.3. If we fail to comply with the warranty terms set out in clause 9.1, we shall, at our expense and at our choice, either repair the Products, or provide replacements for any faulty Products, within a reasonable period (to be agreed with you) after we have received your notification or after we have completed our inspection, whichever is the later. For the avoidance of doubt, the remedy set out in this Clause 9.3 shall be your sole remedy for such failure and we shall not be liable for the costs of uninstalling Products or installing or reinstalling any repaired or replacement Products.

9.4. If we replace any Product, the replacement Product shall be covered by the warranty in clause 9.1 for the remainder of the warranty period applicable to the original product or for thirty (30) days, whichever is the longer.

9.5. The warranties given in these Terms will not apply if the Products (or a part of the Products) have been:

- a) installed or used improperly or outside their normal environmental or operational parameters as set out in the Operations and Maintenance Manual (including but not limited to installation in a location for which the Product is not suited); or
- b) found to have defects caused by your incorrect transport, handling, storage, installation, fitting, adjustment, sealing and maintenance; or
- c) found to have defects which are the result of problems with work not carried out by us; or
- d) subject to loss, theft, accidental damage, or damage caused by animals, pests, or unusual environmental factors; or
- e) modified or altered, in any material way without our prior written approval; or

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- f) not cared for or maintained in accordance with our Technical Specifications or any reasonable instructions provided to you by us; or
- g) installed by you or by any third party when such the Product is known by you to be faulty and in such event, you shall be liable for any direct damages, costs, losses or claims which arise as a result of such installation; or
- h) subject to wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; or
- i) found to have defects or been subject to damage as a consequence of the failure of parts or items not supplied by us.

Products shall not be considered to be faulty or in breach of their warranty solely because of:

- a) the effects of normal wear and tear; or
- b) any slight deviation in dimensions due to manufacture where this does not materially affect the normal operation of the Products.

9.6. If you or we assess that a Product has been damaged or has ceased to function correctly as a result of your or any end-client's failure to comply with the Technical Specification, we reserve the right to charge you a fee for the repair or replacement of the Product.

9.7. The warranties set out in this Clause 9 are the only warranties that apply to the Products, and we hereby exclude all other conditions, warranties, representations or other terms that might otherwise be implied or incorporated into these Terms, such as (but not limited to) those of satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

10. Title and Risk

10.1. The Products shall belong to us until our receipt of cleared funds of the Price in full payment for such Products, at which time title shall pass to you.

10.2. We shall be responsible for any risk in or associated with the Products until we have completed delivery of the Products to the Location, save that where delivery is EXW at our premises, we shall only be responsible for any risk up to the point of your taking collection of the Products and any loading, unloading or movement of the Products at our premises is entirely at your risk. Once risk has transferred to you, you shall be responsible for any risk in or associated with the Products, and for insuring

and taking care of the Products including during transit of any Products being returned to us until we receive them.

10.3. If, for any reason, Products are delivered to you before we have received payment in full in cleared funds, until full title in the Products passes to you, you shall:

- a) hold the Products as bailee for us and take proper care of them;
- b) store or keep the Products separately so as to show clearly that they belong to us;
- c) not sell or part with possession of the Products;
- d) comply fully with all storage, safety and/or environmental requirements applicable to or marked on the Products, specified by us and/or required by law;
- e) keep the Products free from any mortgage, charge, lien, or other encumbrance; and
- f) not remove, alter, obscure, or otherwise interfere with any identifying marks, labels or storage instructions placed on the Products or the packaging by us or the manufacturer; and
- g) keep the Products insured at your expense with an insurer of good repute against all insurable risks including (but not limited to) loss or damage by fire or theft for an amount not less than the applicable Price.

10.4. Before title has passed to you (and without prejudice to any of our other rights) in the event that you do not pay any overdue amount within two (2) days of our written notice, then, without prejudice to our right to terminate these Terms, we may repossess and/or sell some or all of the Products at any time and terminate these Terms. For this purpose, our employees or agents may enter upon any or all of your premises. This right and licence shall continue after and despite the termination of these Terms for any reason.

11. Your Cooperation

11.1. In order for us to provide the Products to you, we need your cooperation and support including a reasonable level of responsiveness to our communications, granting us access to the Location to enable us to deliver the Products and your installation and use of the Products only in accordance with the Technical Specifications and documentation.

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11.2. You agree that:

- a) We will not be considered to be in default under these Terms if we are unable to perform our obligations because you have not performed your obligations in line with clause 11.1 above; and
- b) In the event of any breach by you of your obligations under these Terms, we reserve the right to suspend our work on the Products until you have remedied the breach and/or to terminate these Terms in accordance with clause 13.

12. Price & Payment

12.1. The Price includes Value Added Tax (VAT) at the applicable rate (unless you are operating outside of the UK as per clause 7 above). If the rate of VAT changes between the date of your Order and the date of delivery, we will adjust the rate of VAT that you pay, unless you have already paid in full before the rate change takes effect.

12.2. If you don't hold a credit account with us, you agree to pay us:

- a) for Made to Order Products the Deposit upon your receipt of the Pro-Forma Invoice and the remaining Price in full prior to our despatch of the Products or your collection; or
- b) for Stocked Item Products the Price in full upon your receipt of the Pro-Forma Invoice or placing your order (whichever is earlier); and
- c) any additional delivery, insurance, storage and/or other costs that are incurred in accordance with these Terms in full prior to our despatch of the Products or your collection of the Products.

12.3. If you do hold a credit account with us, you shall make all payments in full within the agreed timescales set out in the Sales Order Acknowledgement. We will contact you to make arrangements in the event that your credit limit is, or is going to be, exceeded at any time or if we are unable to process an Order due to your credit limit being exceeded.

12.4. If you use a debit or credit card to make your payment, you confirm that the person using the card has authority to use it.

12.5. It is always possible that despite our reasonable efforts, some of the Products we sell may be incorrectly priced on our website or documentation. Where this is the

case, we will not process your order until we have spoken to you and agreed upon the correct Price. You acknowledge and agree that if an error in Price is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) Price.

12.6. If you do not pay us by the due date for payment as set out in the Sales Order Acknowledgement, we have the right to charge interest on the overdue amount at the rate of five (5) percent per annum above the base rate of the Bank of England (or its successor) which shall accrue on a daily basis from the date payment was due until payment is received by us. you must pay us interest together with any overdue amount.

12.7. If you dispute any price in good faith and contact us to let us know within five (5) days of receiving an invoice that you dispute it, clause 12.6 will not apply for the period of the dispute. However, if payment is overdue and you have not notified us that here is a dispute, then we reserve the right to suspend delivery or collection of the Products until we have received payment in full in cleared funds from you, and we shall not be liable to you for any associated delays.

12.8. All amounts due under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13. Termination and Liability

13.1. Without limiting the other rights or remedies of either us or you, either we or you may terminate these terms with immediate effect by giving written notice to the other if:

- a) the other party commits a material breach of any term herein and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is

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taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these terms is in jeopardy.

13.2. Without limiting our other rights or remedies, and without prejudice to our right under clause 13.3, we may suspend provision of the Products under the Order or any other order between you and us, if you become subject to any of the events listed in clause 13.1(b) to clause 13.1(d), or we reasonably believe that you are about to become subject to any of them, or if you breach any of these terms or if you fail to pay any amount due under the Order on the due date for payment.

13.3. Without limiting our other rights or remedies, we may also terminate these terms with immediate effect by giving written notice to you, if you fail to pay any amount due under these terms on the due date for payment.

13.4. On termination of these terms for any reason you shall immediately pay to us all of our outstanding unpaid sums and interest and, in respect of Products supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

13.5. Termination or expiry of these terms, however arising, shall not affect any of your or our rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of these terms which existed at or before the date of termination or expiry.

13.6. Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these terms shall remain in full force and effect.

13.7. We shall not be liable for any loss of sales or business, loss of use, loss of profits, loss of revenue, loss of anticipated savings, loss of agreements or contracts, loss of goodwill, loss of opportunity, loss of reputation or any indirect or consequential loss and our maximum aggregate liability to you for any cause whatsoever shall be for direct costs and damages only and will be limited to a sum equivalent to 125% of the Price paid and payable by you under these terms. All other liabilities are excluded to the fullest extent permitted by law, and we do not compensate you for losses caused by our Products.

13.8. In addition to clause 13.7, we shall not be liable for any claims, losses, costs, or damages arising from any of the following events or circumstances and you shall be solely responsible for any associated additional costs, unless otherwise agreed by us in writing beforehand:

- a) problems with the Products, where these have been used against our advice or recommendations;
- b) delays due to events outside our reasonable control, subject to clause 17.3;
- c) your failure to carry out any safety recommendations made by us; or
- d) any damage to your or a third party's property other than as described by clause 6.7.

14. Intellectual Property

14.1. All intellectual property rights in or arising out of or in connection with the Products, Technical Specifications, Approval Drawings, and our Materials supplied to you as part of these Terms (other than intellectual property rights in any materials provided by you) shall be owned exclusively by or licenced to us and nothing in these Terms shall act to transfer any of those rights to you.

14.2. We grant to you a non-exclusive, non-transferable limited licence to use and to share such intellectual property rights owned by us and not assigned to you under this clause 14 (and shall procure such grant of any intellectual property rights owned by a third party), strictly necessary for the purposes of assessing the suitability for your requirements, for carrying out work required to meet installation requirements, and for installing the Products.

14.3. In respect of the Products sold to you under these Terms, we warrant that we have full clear and unencumbered title to all such Products, and that as at the date of delivery of the Products to you, we will have full and unrestricted rights to sell and transfer them to you.

14.4. This clause 14 shall survive termination or expiry of these Terms.

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15. Confidentiality

15.1. Confidential Information is defined as any information (in any form) relating to these Terms or to your or our business affairs or activities, and which:

- a. has been marked as confidential,
- b. has been identified as being of a confidential nature, or
- c. may reasonably be supposed to be confidential in the circumstances.

15.2. Each party agrees that these Terms and the Confidential Information shall be kept confidential between the parties and shall not be disclosed to any third party who does not have a reasonable and lawful need for such information and shall ensure that any such third party shall be bound by the same confidentiality obligations as are set out in this Clause 15.

15.3. If these Terms are terminated, each party shall, at the other party's request, return or destroy all Confidential Information of the other party.

15.4. You agree that we may take and use photographs of installations of our Products. We will not use these for marketing purposes unless you give your explicit consent.

16. Contacting us

16.1. Our company details are set out in the introductory paragraph of these Terms. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team on 01993 833155 or emailing us at: customerservices@therooflightco.com.

16.2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing you can send this to us by e-mail as set out above. We will confirm receipt to you in writing.

16.3. If we have to contact you or give you notice in writing, we will do so by e-mail.

17. General Terms

17.1. We may revise these Terms from time to time if, for example, there are changes in relevant laws and regulatory requirements. If we have to revise the Terms that apply to your Order, we will give you reasonable advance notice of the changes.

17.2. We may transfer our rights and obligations under these Terms to another organisation. We will notify you in writing if this happens, but this will not affect your rights or obligations under these Terms. You may only assign or transfer your rights or obligations under these Terms if we agree in writing.

17.3. We will not be responsible for any failure to perform, or for any delay in performance of, any of our obligations under these Terms which is caused by an event outside our reasonable control that directly or indirectly delays or prevents our timely performance under these Terms, including any losses suffered as a result. Any agreed dates or times shall be postponed automatically for the period of delay arising from the event.

17.4. These Terms constitute the entire agreement between you and us, and supersedes and takes precedence over all other representations, agreements and other communications between you and us on this subject, both oral and written. These Terms shall prevail notwithstanding any variance with the terms of any order or purchase order submitted by you.

17.5. If a dispute arises that you and we are unable to resolve between ourselves, you and we agree to first attempt to settle it by mediation under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, and neither party shall commence court proceedings until it has attempted to settle the dispute by mediation. However, nothing in these Terms shall limit either party's right to seek injunctive relief.

17.6. These Terms shall be governed by the Courts of England and Wales, including s, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms it or its subject matter or formation, shall be governed by and construed in accordance us your consent in writing.

17.7. We will only use your personal information as set out in our Privacy Policy [QD434-Privacy-Policy.pdf \(therooflightco.com\)](#).

17.8. If any provision or part-provision of These terms 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 these Terms. If any provision of these Terms is deemed deleted under this clause 17.7, we and you shall negotiate in good faith to agree a

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replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.9. If we fail to insist that you perform any particular obligation under these Terms, or if we do not enforce our rights against you when we are entitled to do so, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.10. These Terms may not be changed, modified, amended, released or discharged except by a subsequent written agreement or Amendment executed by us and you (or our or your authorised representatives).

17.11. These Terms are between you and us and no other person shall have any rights to enforce any of its Terms.