

Tekfloor Limited, Unit 1, Power Park, Goldthorpe Industrial Estate, Rotherham, S63 9BL T: 01709 261007 F: 01709 261010

Email: AR@tekfloor.co.uk

## **Account Application**

Company Details Please complete in as much detail as possible								
Full Trading Name								
Registered Office Address					Telephone Nº			
					Fax Nº			
					E-Mail			
					Website			
Trading Style (e.g. LTD, partnership)								
Nature of Busines	ss							
Part of Subsidiary	sidiary (Y/N) Parent Compa							
Company Reg Nº				VAT Nº				
Date Incorporated / /			/	Date of Birth (if sole	trader)	/	/	
Account Information								
Trading/Invoicing Address (if different from above)					Accounts Contact			
					E-mail			
					Telephone Nº			
					Email-for Invoices & Statements			
We'd like to keep you informed about what's going on at Tekfloor					Purchasing Contact			
Limited. This could be about new products or services.					E-mail			
If you would like to stay informed tick 'yes'. If not tick 'no'.					Telephone N°			
data protection@tolefloor so uk with ODT OUT as your subject heading					Email for Order Confirmations			
Amount of Credit Requested £  Terms:  Will be con					NOTE: Our Standard Terms are: Credit Accounts: payment due 30 Days EOM Cash Accounts: payment before delivery			
Payment Method BACS Cash Cash			] Credit Ca	Credit Card		Purchase Order Numbers Required?		
Trade references (*must be completed to proceed with application)								
	Trade Reference 1				rade Reference 2		<u>Trade Reference 3</u>	
Name:*								
Address:*								
Deates day								
Postcode:* Telephone:*								
Fax:								
Contact:*								
E-Mail:*								
Website:								
Current Credit								
Limit:*								
Names & Home Addresses of Directors/Proprietors/Partners								
Name:*								
Date of Birth*								
Address:*								
Postcode								
Telephone:*								
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Important - Please complete this form in full, and sign page 2

Return Both Pages

E-mail back to: AR@tekfloor.co.uk or Fax to +44 (0)1709 261010

## TEKFLOOR LIMITED TERMS AND CONDITIONS OF BUSINESS 1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for

Conditions: these terms and conditions as amended from time to time in a accordance with clause 11.6.
Contract: the contract between the Supplier and the Customer for the sale and purchase of Goods in accordance with these Conditions.
Customer: the person or firm who purchases the Goods from the Supplier.
Force Majeure Pevent: has the meaning given to it in clause 10.1(a).
Goods: the Goods (or any part of them) as set out in the purchase order.
Order: the Customer's order for the Goods, as set out in the Customers purchase order form OR overleaf OR in the Customer's written acceptance of the Supplier's quotation, or overleaf as the case maybe.
Supplier: Takion's Limited a company registered in fingland and Wales at companies flouse with company Rotherlann, South Yorkshire Sci 9BL.
Construction. In these Conditions, the following robes are mode:

- Construction. In these Conditions, the following rules apply:
- a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- person incomes a manuse presentative, successors or permitted assigns; reference to a pury includes its personal representatives, successors or permitted assigns; reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or e-macted. A reference to a statute or statutory provision includes any subordinate legislation made under that tattute or statutory provision, as amended or re-enacted; my phrase introduced by the terms including, include, in particular or any similar expression shall be construed to the control of the works proceeding those terms; and any phrase introduced by the terms including, include, in particular or any similar as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes faxes and e-mails.

  BASIS OF CONTRACT

- ASIS OF LOW I KACL.

  These conditions shall apply to all agreements between the Customer and the Supplier. 
  quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for 
  period of Ten Business Days from the date of risue. 
  be Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The 
  uses more is responsible for ensuring that the terms of the Order are complete and accurate.
- Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or if earlier we start to process the Order, at which point and on which date the Contract shall come into existence. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- set out in the Contract.

  Any samples, drawings, descriptive matter or advertising produced by the Supplier and any illustrations or descriptions contained in the Supplier's catalogues or brochures are produced or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- The Goods are described in the Suppliers quote.

  The Supplier reserves the right to amend the specification of the goods if required by any applicable statutory or regulatoryrequirement. DELIVERY

- se Supplier shall ensure that:

  the delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant
  stormer and Supplier reference numbers and the type and quantity of the Goods (including the code number
  the Goods where applicable), special storage instructions (if any) and, if the Order is being delivered by
  stalments, the outstanding balance of Goods remaining to be delivered; and
- If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact will be clearly stated on the delivery note. The Customer shall make any such packaging materials available for collections such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Suppliers

- expense.

  The Suppliers shall deliver the Goods to the location set out in the Order or such other location agreed between the parties (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready. Delivery of the Goods will be deemed complete once the Goods arrive at the Delivery Location) at any time after the Supplier notifies the Customer that the Goods arrive at the Delivery Location. Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customers failure to provide the supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

  If the Supplier fails to deliver the Goods as a greed, then its liability shall be limited as per clauses 9.1 to 9.4 (inclusive).

- (inclusive).

  The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customers failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Customer failure to delivery of the Goods within Three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Suppliers failure to comply with its obligations under the Contract delivery of the Goods shall be deemed to have been completed at 900mm on the third Business Day after the Customer shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (includinginsurance).

- expenses (includinginsurance)
  the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by
  the Supplier arising directly or indirectly as a result of the Customers default.
  the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or
  indirectly as a result of the storage of such Goods
- indirectly as a result of the storage of such Goods.

  8.8 If Ten Businesc Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery of them. The Supplier may result or otherwise dispose of any excess over the price of the Goods or charge the Customer for any shortfull below the price of the Goods or charge the Customer for any shortfull below the price of the Goods or charge the Customer for any shortfull below the price of the Goods.

  8.9 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to nad including 5% more or less than the quantity of Goods ordered.

  8.10The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract.

  8.11The price agreed includes delivery charges but the Supplier may make an additional charge if it incurs further costs or expenses such as but not limited to):

  9. Those causes by delivery of less than a full load

  10. Complying with the Customer's request for delivery outside the Suppliers normal delivery pattern or by trading by instalments.

- Orders of small value which are not economical for the Supplier to deliver free
- iii) Orders of small value which are not economical for the Supplier to deliver free a 1.2The Customer must provide the necessary labor for unloading the Goods and unloading is to be completed at a reasonable speed. If the delivery ceribide is kept waiting for an unreasonable length of time or is obliged to return without completing delivery, or if staff are provided by the Supplier to unload the Goods, then an additional charge will be made to the Customer in respect of those costs.
  4.13The Customer may collect the Goods from the Supplier during all trading bours. If they are not collected within Ten Business Days from when the Customer has been notified of the Goods availability, then clause 4.8 will become effective and the Supplier reserves the right to apply a storage charge which will be payable by the Customer before the goods are released.
  4.14If the Customer collects the Goods from the Supplier, the customer is responsible for the size, weight and positioning of the boad on the vehicle and shall indemnify the Supplier in respect of all costs, claims, losses or a contract of the Customer sources.
- 4.151f the Goods are to be deposited other than on the Customer's premises, the Customer shall be responsible compliance with all regulations and for all steps which need to be taken for the protection at all times of per
- and property.

  4.16 The Supplier shall make a charge for packaging, including crate cases and pallets, which shall be credited if the crate cases or pallets are returned, at the Customers cost, in good condition and within Seven days of delivery. Polythene sacks are not returnable.

  5. INSPECTION

- 5. INSPECTION
  5. IN The Customer shall inspect the Goods at the place and time of unloading or collection but nothing in these Terms shall require the Customer to break packaging and/or unpack Goods which are intended to be stored for use.
  6.2 The Customer must advise the Eupplier by telephone immediately and also provide written notice within Three Business Days of unloading of any claim for short delivery.
  3. If the Customer does not give the notice in the time limits set out in 5.2 above, the Goods will be deemed to have been delivered in the quantities shown in the delivery documents.
  5. The Customer shall not be entitled, and shall inverocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused in not complying with clauses
  5.2 and 5.3 above.
- 5.2 and 5.3 above.

  The Suppliers liability for short delivery is limited to making good the shortage.

  Where it is or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample. the Customer must advise the Supplier by telephone immediately and also provide written notice within Three Business Days of inspection.
- Three Business Days of inspection. If the Customer fails to give the notice within the timeframe time set out in clause 5.6, the Goods will be deemed to have been accepted and the Customer shall not be entitled and shall irreveably and unconditionally waive any rights to reject the Goods and clauses 9.1 to 9.4 (inclusive) shall have effect. TITLE AND RISK
- ITILE AND RISK

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

  Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- cleared funds) for:
  The Goods
  Any other goods that the Supplier has supplied to the Customer.
  Until title to the Goods has passed to the Customer, the Customer shall:
  Hold the Goods on a fiduciary basis as the Suppliers Bailee;
  Store the Goods separately from all other goods held by the Customer so that the remain re
- liers property; we, deface or obscure any identifying mark or packaging on or relating to the Goods; the Goods in satisfactory condition and keep them insured against all risks for their full price from the

- date of delivery;

  Notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and Give the Supplier such information relating to the Goods as the Supplier may require from time to time. But the Customer may result or use the Goods in the ordinary course of its business.

  If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2 (a) to (1) (inclusive) or the Supplier reasonably believes that any such event is about to happen and +sofifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevexably

- incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so reportly, retter any premises of the Customer or of any third party where the Goods are stored in order to recover promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover

- 7. PRICE AND PAYMENT
  7. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Suppliers published price list in force at the date of delivery.
  7.2 The Supplier may, by giving notice to the Customer, whether written or oral, at any time before delivery, increase the price of the Goods to reflect any increase the price of the Goods to reflect any increase the price of the Goods to reflect any increase the price of the Goods to reflect any increase the price of the Goods to reflect any increase and increases in labour, materials and other manufacturing costs gluentunities, increases in taxes and duties, and increases in labour, materials and other manufacturing costs, quantities or types of Goods ordered, or the Specification: or
  7. Any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
  7. The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer under the Contract are exclusive of amounts in respect of value added tax.
  7. All almounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax. which shall be invoiced to the Customer. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of Goods at the same time as payment is
- additional amounts in respect of VAT as are chargeable on the supply of Goods at the same time as part due for the Goods.

  The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

  The Customers shall pay the invoice in full and in cleared funds within Twenty Business Days of the da invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of pay

- CUSTOWERS INSOLVENCY ORINCAPACITY
  If the Customer becomes subject to any of the events listed in clause 8.2(a) to (1) (inclusive) or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier with customer than the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

- Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

  For the purposes of clause & 11, the relevant events are:

  For the purposes of clause & 11, the relevant events are:

  For the purposes of clause & 11, the relevant events are:

  The Customer suspeads, or threatent to suspead, purposer of its debts, or its unable to pay its debts of the meaning of Section 125 Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having nor escansolable prospect of so doing, in either case, within the meaning of Section 288 Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply:

  The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent annalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; (being a company) a petition is filled, a motic is given, a resolution is passed, or an order is made, for or in amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; (being an individual) the Customer is the subject of a bankraptey petition or order.

  A creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestation or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or processis in odischarged within 14 days;

  Order and the customer of the Customer attaches or takes possession of, or a distress, execution, sequestation or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or processis in odischarged w

- Customer; (being a company) a floating charge holder over the Customers assets has become entitled to appoint or has appointed an administrative receiver;

  A person becomes entitled to appoint a receiver over the Customers assets or a receiver is appointed over the Customers assets.

- A person becomes entitled to appoint a receiver over the Customera sasets or a receiver a supposmous was uncustomerasses. Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause \$2.(a) to (1) (inclusive); the Customer suspends, therefore its own process or threatens to cease to carry on, all or substantially the threatens to suspend, ceases or threatens to cease to carry on, all or substantially the threatens of the customers of the custome
- LIMIT AT INON OF LIABILITY

  Mothing in these conditions shall limit or exclude the Supplier's liability for:
  death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  fraud or fraudulent misrepresentation
  breach of the terms implied by Section 12 Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the supplier to exclude or restrict liability Subject to clause 0.1:

- any matter in respect of which it would be unlawful for the supplier to exclude or restrict tabulty.

  Subject to clause 9.1:
  the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or on indirect or consequential loss arising under or in connection with the Contract; and the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

  The proper that with other Goods.

  The proper that the Goods arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British. Sundardor in disasty instructions relevant to the Goods, or storage of the Goods in mustically conditions, but this sub-clause shall not apply to any act or omission on the Suppliers part).

  Unless after discovery of the problem with the Goods the Supplier is given a reasonable opportunity to inspect the goods before by are used, or in any way interfered with. The supplier acknowledges that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub-clause shall not apply to any works affecting the Goods, which in may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.

  If problems with the Goods well developed the problem with the Goods with the Results were medicined in were much in excendance with these Terms.

  If the problem with the Goods is discovered within 28 days from the date of delivery, whese the Coulse with the Sands the Sands and the surface and the manufacturer of the supplication and the surface and the surface

- written notice of the problem to the Supplier within Three Business Days of the problem(s) being discovered. If in any case the problem with the Goods is discovered more than 28 days from the date of delivery; the Suppliers liability for any problems with the Goods will be further limited to such rights against the manufacturer or the third party, who manufactured the Goods as the Supplier may have. The Customer unconditionally, fully and effectively, indemnifies the Supplier against all loss damages, costs on an indemnity basis and expenses awarded against, or incurred by the Supplier in connection with, or paid, or agreed to be paid by if in sertlement of any claim by a third party arising from the supply or use of the Goods. The indemnity with be reduced in proportion to the extent that such loss, damage, costs and expenses are due to
- arm defaulty obest after expenses warder or against, to incurre over the support in counter, against one to the part of the pa

- Force majeure:

  For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

  Nother party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- GENERAL
- ent and subcontracting
- Assignment answoonstactures:

  The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, without the prior written consent of the Supplier.
- Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if a company) or its principal place of business or residence (in any other case) or sack address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first class post, recorded delivery, commercial control or fax.
- commerciau counter or rax.

  Any notice or other communication shall be deemed to have been received if delivered personally, when left at such address referred to in clause 11.2(a) above, if sent by prepaid first-class post or recorded delivery, at 9.00am on the second Business Day after posting, or if delivered by commercial counter, on the date and at the time that the counter's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

  The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal

- (a) wave of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or

- restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. 

  11.4 Severance:

  (a) If a count or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid. illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceablity of the other provisions of the Contract shall not be affected.

  (b) If any invalid, unenforceable or llegal provision of the Contract valid when the valid, enforceable and legal from part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid authorforceable.
- 11.5 Third parties: A person who is not a party to the Contract shall not have any rights under or in co
- it.

  11. O'ariation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

  11. To overring law and jurisdiction: This Contract, and any dispate or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of English and M Vales.
- Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately
  - For the purposes of clause 8.1, the relevant events are:
- due. "Per the purposes of clause 8.1, the relevant events are:

  The Customer suspends, or threatents to suspend, payment of its debts, or is unable to pay its debts as they fall due or administantly top pay its debts, or fleeing a company) is deemed unable to pay its debts as they fall due or administantly top pay its debts, or fleeing a company) is deemed unable to pay its debts or as having not Section 123 Insolvency Act 1986, or debing an individual jis deemed either unable to pay its debts or as having not reasonable prospect of so doing, in either case, within the meaning of Section 288 Insolvency Act 1986, or (being a patient ship) has any partner to whom any of the foregoing apply;

  the state of the partnership has any partner to whom any of the foregoing apply;

  states debts, or makes a proposal for or enters into any compromise or arrangement with its recitions softer than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer, their one or more order companies or the solvent reconstruction of the Customer, their act of the winding up of the Customer, which we will not be a solvent amalgamation of the Customer with one or more order companies or the solvent reconstruction of the Customer, their gain and the customer with one or more other companies or the solvent reconstruction of the Customer, their gain and the customer with one or more other companies or the solvent reconstruction of the Customer, their gain and the customer of the Customer with one or more other companies or the solvent reconstruction of the Customer, their gain and the customer with the winding up of the Customer, their gain and the customer of the customer, their gain and the customer of the customer, their gain and the customer of the customer of the customer, the solvent reconstruction of the Customer, their gain and the customer of the customer, the solvent reconstruction of the Customer, the same or order or order.

  A creditor or encumbrancer

- Customer; (being a company) a floating charge holder over the Customers assets has become entitled to appoint or has appointed an administrative receiver; A person becomes entitled to appoint a receiver over the Customers assets or a receiver is appointed over the

- capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- incapable of managing list or her own attraits or occomes a patient utner any mentan meanin eigsistion.

  11.10 Termination of the Contract however arising shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

  12. LIMITATION OF LIABILITY

  13. The Contract shall be considered to the contract shall continue in full force and effect.

- continue in full force and effect.

  12. LIMITATION OF LIABILITY

  12. INsthing in these Conditions shall limit or exclude the Supplier's liability for:
  a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  b) fraud or fraudulent misrepresentation

  12. The strange of the terms implied by Section 12. Sale of Goods Act 1979;
  d) defective products under the Consumer Protection Act 1987: or
  any matter in respect of which it would be unlawfull for the supplier to exclude or restrict liability.
  12. Zsubject to clause 3.1:
  (3) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or inconnection with the Contract. whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no Part Supplier shall not be liable.

  12. The Supplier shall not be liable.

  21. The Supplier shall not be liable.

  22. The Supplier shall not feed of a feed of the statutory duty, or otherwise, shall in no suppliers, bearing the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub clause shall not apply to any act or omission on the Suppliers, part).

  12. Unless after discovery of the problem with the Goods the Supplier is view a prosumble constraint in insert.
- Suppliers part). Unless after discovery of the problem with the Goods the Supplier is given a reasonable opportunity to inspect the goods before they are used, or in any way interfered with. The supplier acknowledges that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub clause shall not apply to any works affecting the Goods, which it may be reasonably necessary to carry out in the interests of safety and/or a cent pergency measures. If problems with the Goods would have been apparent on a reasonable inspection in accordance with these Terms at the time of unloading, unless the Customers notification were made in accordance with these Terms.
- i)
- k)
- at the time of unloading, unless the Customers notification were made in accordance with these Terms.

  If the problem with the Goods is discovered within 28 days from the date of delivery, unless the Customer sends written notice of the problem to the Supplier within Time Bainness Days of the problems; but the gift discovered.

  If in any case the problem with the Goods is discovered more than 28 days from the date of delivery, the Suppliers with the Goods is discovered more than 28 days from the date of delivery, the Suppliers that party, who numaricatured the Goods as the Supplier and their party as the numaricatured the Goods as the Supplier may have.

  The Customer unconditionally, fully and effectively, indemnifies the Supplier against all loss damages, costs on an indemnity basis and expenses awarded against, or incurred by the Supplier in connection with or paid, or agreed to be paid by if in settlement of any claim by a third party arising from the supply or use of the Goods. The indemnity will be reduced in proportion to the extent that such loss, damage, costs and expenses are due to the Suppliers negligence.

  Except as set out in these Conditions, all warrantes conditions and other towns involved to the contract of the suppliers negligence.
- 12.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or com law are, to the fullest extent permitted by law, excluded from the Contract.
  13. FORCE MAJEURE
- Force majoure:

  For the purposes of this Contract, Force Majoure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, a cof God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, five, flood, storm or default of suppliers or subcontractors. Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majoure Event.

  GENERA I.

  Lassignment and subcontracting:

  The Supplier may at my time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

  The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract with subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. (b)

- rights or obligations under use Contacts, when the property of the given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if a company) or its principal place of business or residence (in any other case) or such address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pregal first class post, recorded delivery, commercial courier or fax.
- commercial counter of tax.

  Any notice or other communication shall be deemed to have been received if delivered personally, when left at such address referred to in Causes 11.2(a) above, if sent by prepaid first-class post or recorded delivery, at 900am on the second Business Day after posting, or if delivered by commercial counter, on the date and the time that the counter's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

  The provisions of this clauses shall not apply to the service of any proceedings or other documents in any legal
- 14.3 Waiver and cumulative remedies
- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiv of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under it Contract to by law shall constitute a vaiver of that or any other right or remedy, not preclude or restrict of that or any other right or remedy.
- Severance:

  If a court or any other competent authority finds that any provision of the Contract (or part of any provision is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- (b)
- 14.5 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection
- Third parties: A person with 1s ma a pass you we.

  Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier. Governing law and jurisdiction: This Contract, and any dispate or claim arising out of or in connection with it or it as subject matter or formation (including non-constructual dispates or claims, shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the contract of the contract of the work of the contract of the
- the courts of England and Wales.

  DATA PROTECTION
- If you agreed to marketing communications on page 1 of this form, Tekfloor Limited may process your data in the manner described in Tekfloor Limited's Privacy Notice as found on www.Tekfloor.co.uk. If you agreed to marketing communication on page 1 of this form but subsequently change your mind, you may opt out at any time by sending an e-mail to data-protection@tekfloor.co.uk with OPT OUT as your subject heading.

I / We formally request to open an account with Tekfloor Ltd.

I / We agree that you may pass information to and seek information from any credit referencing agency.

- I/We have read the terms and conditions of Tekfloor Ltd and accept that all terms therein will form the entire basis of trading. We accept that risk in the goods shall pass to the purchaser on delivery and that title remains with Tekfloor Ltd until payment has been made in full.
- 1 / We agree to pay all invoices presented by Tekfloor Ltd within 30 days of receipt unless agreement has been made specifically and in writing for a different period. Authorised Signature: \*(Must be a Director/Partner/Sole Trader/Company Secretary) Print name: Date: Position: