



TekGroup, Unit 1, Power Park, Goldthorpe Industrial Estate, Rotherham, S63 9BL
 T: 01709 261007 F: 01709 261010
 Email: AR@thetekgroup.co.uk

Account Application

Company details

Please complete in as much detail as possible

Full Trading Name			
Registered Office Address	Telephone N°	-	
	Fax N°	-	
	E-Mail		
	Website		
Trading style (e.g. LTD, partnership)			
Nature of Business			
Part of subsidiary (Y/N)		Parent company name	
Company Reg N°	-	VAT N°	-
Date Incorporated	/ /	Date of Birth (if sole trader)	/ /

Account information

Trading/Invoicing address (if different from above)	Accounts contact	
	E-mail	
	Telephone N°	
	Email for Invoices & Statements	-
We'd like to keep you informed about what's going on at TekGroup. This could be about new products or services. If you would like to stay informed tick 'yes'. If not tick 'no'. If you agreed to receive marketing communication 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. Tekfloor Limited will process your data in the manner described in Tekfloor Limited's Privacy Notice as found at www.Tekfloor.co.uk .	Purchasing contact	
	E-mail	
	Telephone N°	
	Email for Order Confirmations	
YES <input type="checkbox"/> NO <input type="checkbox"/>		

Amount of Credit Requested	£	Payment Terms: 30 Days End of Month
-		
Payment Method	BACS <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/>	Purchase Order Numbers Required? Y / N

Trade references (*must be completed to proceed with application)

	Trade Reference 1	Trade Reference 2	Trade Reference 3
Name:*			
Address:*			
Postcode:*			
Telephone:*			
Fax:			
Contact:*			
E-Mail:*			
Website:			
Current Credit Limit:*			

Names & Home Addresses of Directors/Proprietors/Partners

Name:*			
Date of Birth*			
Address:*			
Postcode			
Telephone:*			

Important - Please complete this form, and sign page 4.

Return All Pages

E-mail back to: AR@thetekgroup.co.uk

TERMS OF SALE

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 business.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Force Majeure Event: has the meaning given to it in clause 11.1(a).

Goods: the Goods (or any part of them) as set out in the Order.

Order: the Customer's order for the Goods and/or Services, as set out in the Customer's purchase order form, telephone order, email order or in the Customer's written acceptance of the Supplier's quotation, as the case maybe.

Services: the services supplied by the Supplier to the Customer as set out in the Order, including (where applicable) our underfloor heating design service.

Supplier: Tekfloor Ltd, trading as TekGroup, a company registered in England and Wales at companies House with company number 08285070, whose registered office address is Unit 1 Power Park, Goldthorpe Industrial Estate, Rotherham, South Yorkshire S63 9BL.

1.2. Construction. In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1. These Conditions shall apply to all Contracts between the Customer and the Supplier.
- 2.2. A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of one month from the date of issue, or for such other period as the Supplier may specify.
- 2.3. The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.4. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (Sales Order Confirmation) or, if earlier, when the Supplier starts to process the Order, at which point and on which date the Contract shall come into existence.
- 2.5. 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. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.6. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any illustrations or descriptions contained in the Supplier's catalogues or brochures or on the Supplier's website 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.
- 2.7. 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.
- 2.8. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is expressly specified.

3. GOODS

- 3.1. The Supplier reserves the right to amend the specification of the Goods:
 - (a) where doing so would not materially affect the nature or quality of the Goods; and
 - (b) if required by any applicable statutory or regulatory requirement, code of practice or in accordance with best industry practice, and the Supplier shall inform the Customer in any such event.
- (c) The Customer shall not be entitled to amend an Order (or the specification of the Goods) or to cancel an Order that has been accepted by the Supplier, without the prior written consent of the Supplier.

4. SERVICES

- 4.1. The Supplier shall supply the Services to the Customer using reasonable care and skill in accordance with the Order in all material respects.
- 4.2. The Supplier reserves the right to amend the Order in respect of the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 4.3. The Customer shall:
 - (a) ensure that the terms of the Order and any design information provided in connection with the Services are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;

- (c) (where required by the Supplier) prepare the Customer's premises for the supply of the Services; and
- (d) obtain and maintain all necessary licences, permissions and consents which may be required in connection with the Services before the date on which the Services are to start.

5. DELIVERY

- 5.1. Subject to clause 5.11, the Supplier shall deliver the Goods and/or perform the Services to/at the location set out in the Order or such other location agreed in writing between the parties (Delivery Location), at any time after the Order has been accepted.
- 5.2. For Orders excluding those where the Customer collects the Goods from the Supplier's premises, delivery of the Goods will be deemed complete once the Goods are made available for unloading at the Delivery Location.
- 5.3. 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 failure to deliver the Goods, failure to perform the Services, delay in delivery of the Goods or delay in performing the Services that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.
- 5.4. If the Supplier fails to deliver the Goods and/or perform the Services as agreed, then its liability shall be limited as per clause 10.
- 5.5. If the Customer fails to accept delivery of the Goods on the date of attempted delivery, or fails to make the necessary arrangements to ensure that the Supplier can access the Delivery Location to deliver the Goods and/or perform the Services, then, except where such failure or delay is caused by the Supplier's failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00am on the date notified by the Company for delivery;
 - (b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance);
 - (c) the Customer shall reimburse the Supplier on written demand for any costs, expenses or losses sustained or incurred by the Supplier arising directly or indirectly as a result of the Customer's default; and
 - (d) 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.
- 5.6. If Ten Business Days after the date of attempted delivery, the Customer has still not accepted delivery of them; the Supplier may resell or otherwise dispose of part or all of the Goods and charge the Customer any for any storage and selling and destruction costs, and any shortfall below the price of the Goods.
- 5.7. The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered.
- 5.8. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.9. The 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):
 - (a) those caused by delivery of less than a full load;
 - (b) complying with the Customer's request for delivery outside the Supplier's normal delivery pattern or by trading by instalments; and
 - (c) orders of small value which are not economical for the Supplier to deliver free.
- 5.10. The Customer must provide the necessary labour and equipment for unloading the Goods and unloading is to be completed at a reasonable speed. If the delivery vehicle 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.
- 5.11. The Customer may collect the Goods from the Supplier during all trading hours. For Orders where the Customer collects the Goods from the Supplier, delivery of the Goods will be deemed complete once the Goods are made available for loading at the Supplier's premises. If they are not collected within Ten Business Days from when the Customer has been notified of the Goods availability, then clause 5.6 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.
- 5.12. If the Customer collects the Goods from the Supplier, the Customer is responsible for loading the Goods and the size, weight and positioning of the load on the vehicle and shall indemnify the Supplier in respect of all costs, claims, losses or expenses it may incur as a result of the collection of the Goods.
- 5.13. The Customer shall comply with all applicable laws in connection with the performance of the Contract and shall ensure that the Delivery Location is ready for delivery of the Goods.

6. INSPECTION

- 6.1. 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 Supplier by telephone on the day of delivery or collection and also provide written notice within three Business Days of unloading of any claim for short delivery.
- 6.3. 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.
- 6.4. The Customer shall not be entitled, and shall irrevocably and unconditionally waive any rights to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused if it does not comply with clauses 6.2 and 6.3 above.
- 6.5. The Supplier's liability for short delivery is limited to making good the shortage.
- 6.6. Subject to the remaining provisions of this clause and the provisions of clause 10, the Supplier warrants that on delivery the Goods shall be free from material defects in materials and workmanship.
- 6.7. Where the Customer believes that the Goods are not in conformity with the warranty set out in clause 6.6, the Customer must:
 - (a) advise the Supplier in reasonable detail by telephone on the day of delivery or collection and also provide written notice with full details within three Business Days of delivery or collection, or in the case of latent defects not apparent upon inspection on delivery, on the date on which the Customer discovered or ought reasonably to have discovered the non-conformity (and in any event not more than 28 days from the date of delivery or collection);
 - (b) give the Supplier a reasonable opportunity of inspecting such Goods; and
 - (c) (if asked to do so by the Supplier) return such Goods to the Supplier's place of business

at the Customer's cost.

- 6.8. Subject to the Customer's compliance with this clause 6 and the remaining provisions of these terms (in particular clauses 10.2 and 10.3), if the Goods do not comply with the warranty at clause 6.6 the Supplier shall, at its option and to the extent that the Supplier has the benefit of such remedies in the contract between the Supplier and its supplier, repair or replace the defective Goods, or refund the price of the defective Goods. The Supplier shall not be liable for any defective or non-conforming Goods where the Supplier itself does not have any remedy for such Goods in the contract with its supplier.
- 6.9. Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.6 or for any other defect in the Goods, and clause 6.8 shall comprise the Customer's sole and exclusive remedy for defective or non-compliant Goods.
- 6.10. Subject to the remaining provisions of these terms (in particular clauses 10.2 and 10.3), if the Supplier determines that the Services do not comply with the warranty at clause 4.1, the Supplier shall reperform the Services. This shall constitute the Customer's sole and exclusive remedy for defective or non-compliant Services.
- 6.11. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7. TITLE AND RISK

- 7.1. The risk in the Goods shall pass to the Customer upon completion of delivery.
- 7.2. Title to the Goods shall not pass to the Customer until the earlier of:
- the Supplier has received payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer; and
 - the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer immediately before the time at which resale by the Customer occurs.
- 7.3. Until title to the Goods has passed to the Customer, the Customer shall:
- hold the Goods on a fiduciary basis as the Supplier's Bailee;
 - store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain 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 carries out or becomes subject to any of the events listed in clause 9.2; and
 - give the Supplier such information relating to the Goods and the Customer's financial position as the Supplier may require from time to time.
- 7.4. The Customer may resell or use the Goods in the ordinary course of its business (but not otherwise), including by incorporating the Goods into another product, before the Supplier receives payment, provided that if the Customer resells the Goods before that time it does so as principal and not as the Supplier's agent, and title shall pass immediately before the time at which resale by the Customer occurs.
- 7.5. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2(a) to (n) (inclusive) or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time notify the Customer that the Customer's right to resell or use the Goods ceases immediately (upon which such right shall cease), require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

- 8.1. The price of the Goods and/or Services shall be the price set out in the Sales Order Confirmation.
- 8.2. 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 in the cost of the Goods that is due to:
- any foreign exchange fluctuations, increases in taxes and duties, increases in labour, materials and other manufacturing costs, or any factor beyond the Supplier's control;
 - any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the specification for the Goods;
 - any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions; or
 - any Force Majeure Event.
- 8.3. 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 due for the Goods.
- 8.4. The Supplier may invoice the Customer for the Goods and/or Services before, on or at any time after the completion of delivery.
- 8.5. Save where the Supplier has notified the Customer that it requires payment in advance for the Goods (in which case the Customer shall make payment on receipt of the Supplier's invoice), the Customer shall pay the invoice in full and in cleared funds using 30 days from end of month payment terms, or in accordance with any other credit terms agreed by the Supplier and expressly confirmed in writing to the Customer. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 8.6. Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the then current Bank of England's base rate, but at 8% per year for any period when that base rate is below 0%. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay interest together with the overdue amount.
- 8.7. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. CUSTOMER INSOLVENCY OR INCAPACITY

- 9.1. If the Customer carries out or becomes subject to any of the events listed in clause 9.2(a)

to (n) (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 immediately upon written notice terminate the Contract and cancel or suspend any and all further deliveries under the 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 (under any Contract) shall become immediately due and the Supplier shall be entitled submit an invoice (payable by immediately on receipt) for Goods supplied (under any Contract) but for which no invoice has been submitted.

- 9.2. For the purposes of clause 9.1, the relevant events are:
- the Customer fails to pay any amount due under this Contract or any other contract with the Supplier on the Due Date for payment;
 - the Customer commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing to do so;
 - the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of Section 723 Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 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 amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent 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 bankruptcy petition or order;
 - a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 74 days;
 - (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's asset;
 - 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 9.2(c) to (j) (inclusive);
 - the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's 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.
- 9.3. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest. For Goods supplied but for which no invoice has been submitted, the Supplier shall be entitled to submit an invoice, which shall be payable by the Customer immediately on receipt. 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.

10. LIMITATION OF LIABILITY

- 10.1. Nothing 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 72 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.
- 10.2. Subject to clause 10.1:
- 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, loss of business, loss of data, loss of goodwill or reputation, or any indirect or consequential loss, damage, costs or expenses 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 that are the subject of the Contract.
- 10.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.6 or for any other any defects or non-conformity in relation to the Goods if:
- the Customer fails to inspect the Goods on delivery in accordance with clause 6.7 and the defect or non-conformity would have been apparent from such inspection;
 - the Customer fails to give notice within the timeframe time set out in clause 6.7(a) (in which case the Goods will be deemed to have been accepted and the Customer shall not be entitled and shall irrevocably and unconditionally waive any rights to reject the Goods);
 - the defect arises as a result of the Supplier following any instruction, drawing, design or specification supplied by the Customer;
 - the Customer makes any further use of such Goods after giving notice in accordance with clause 6.7(a)
 - the Customer alters or repairs such Goods without the written consent of the Supplier;
 - the non-conformity arises as a result of changes made to ensure the Goods comply with applicable statutory or regulatory requirements;

- (g) the non-conformity arises from willful damage, negligence, abnormal working or storage conditions or any misuse, alteration or repair of the Goods by or on behalf of the Customer;
 - (h) the Customer or its personnel fail to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, and good trade practice regarding the same (including British Standard or industry instructions relevant to the Goods); or
 - (i) the Supplier is not given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with, unless such use is after discovery of the problem with the Goods.
- 10.4. The Supplier shall not be liable for loss or damage caused by (a) an error in design, measurement or other information provided by the Customer, or (b) any other act or omission of the Customer.
- 10.5. In any event, where any defect or non-conformity is discovered more than 28 days from the date of delivery; the Supplier's liability for the same shall be limited to using reasonable endeavours to exercise such rights against the manufacturer or the third party who supplied the Goods to the Supplier, as the Supplier may have.
- 10.6. The Customer unconditionally, fully and effectively, indemnifies and holds harmless the Supplier against all loss, damages, costs on an indemnity basis and expenses awarded against, suffered or incurred by the Supplier in connection with:
- (a) any claim by a third party arising from the supply or use of the Goods or any act or omission of the Customer or its agents, subcontractors or consultants (including any sums paid, or agreed to be paid in settlement of such claim);
 - (b) any breach of the Contract by the Customer or its agents, subcontractors or consultants, or any other act, omission, negligence or wilful misconduct on the part of the Customer or its agents, subcontractors or consultants; and
 - (c) the enforcement of these Conditions by the Supplier (including any costs and expenses incurred in the recovery of any unpaid sums due from the Customer).
- 10.7. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. FORCE MAJEURE

- 11.1. Force majeure:
- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier which shall include but is 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.
 - (b) 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 Majeure Event.

12. GENERAL

- 12.1. Assignment and subcontracting:
- (a) 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.
 - (b) 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.
- 12.2. Notices:
- (a) 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 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 prepaid first class post, recorded delivery, commercial courier or fax.
 - (b) Any notice or other communication shall be deemed to have been received if delivered personally, when left at such address referred to in clause 12.1(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 courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 12.3. 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 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.
- 12.4. Severance:
- (a) 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.
 - (b) 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.
 - (c) If any provision or part provision of the Contract is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 12.5. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 12.6. 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.
- 12.7. Governing law and jurisdiction: This Contract, and any dispute 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 England and Wales.

<p>I / We formally request to open an account with TekGroup. I / We confirm in my/our personal capacity and on behalf of the above-named Customer that I/we have authority to bind the above named Customer. I / We have read the terms and conditions of Tekfloor Ltd and accept that all terms therein (including in particular the limitations on liability at clauses 5 and 9) will form the entire basis of trading for all future Contracts with Tekfloor Ltd. I / We agree that you may pass information to and seek information from any credit referencing agency. I / We agree to pay all invoices presented by TekGroup within 30 days from end of month unless agreement has been made specifically and in writing for a different period.</p>	
<p>Authorised Signature *(Must be a Director/Partner/Sole Trader/Company Secretary)</p>	<p>Print name</p>
<p>Date</p>	<p>Position</p>