



TERM SHEET

(May 2026 edition)

The definitions and rules of interpretation set out at clause 9 of the attached Framework Terms shall also apply to this Term Sheet.

PARTIES

1. Customer

[] – [] (company number [])

Email Address: []

Contact: []

2. Supplier

Registered Office address: Schiedel Chimney Systems Limited trading as "Specflue"– Washing Bay Road, Coalisland, County Tyrone, BT71 4MD, United Kingdom (company number NF004110).

Head Office: Crowther Industrial Estate, Crowther Rd, Washington NE38 0AQ.

Email Address: sales@specflue.com

3. Supplier Framework Agreement Commencement Date

The date of this Supplier Framework Agreement]

4. Payment Terms

[State what payment terms you are offering your customer should they differ from the *30 day from receipt of invoice* position i.e 60 days / 90 days from receipt of an invoice]

5. Schedules

The following Schedules are incorporated into this Supplier Framework Agreement:

Schedule 1 – Standard Terms and Conditions of Sale



PLEASE READ THE TERMS AND CONDITIONS BELOW CAREFULLY

This is a legally binding agreement between you (“**Customer**” or “**you**”) and Schiedel Chimney Systems Limited (CRN: NF004110) whose registered address is Washing Bay Road, Coalisland, County Tyrone, BT71 4MD, United Kingdom (“**Supplier**”, “**us**” or “**we**”).

Subject to us approving the opening of a trade account for you, we agree to supply you with the Products under the terms of this Supplier Framework Agreement.

Before clicking on the “Accept” button below, you are advised to read this Supplier Framework Agreement carefully.

- By clicking on the “Accept” button below, you agree to be bound by the terms and conditions of this Supplier Framework Agreement, including any Schedules (if any) specified in section 5 of the Term Sheet (irrespective of whether you have actually read them).
- If you do not agree to the terms and conditions of this Supplier Framework Agreement, including the Schedules (if any), you must click on the “Reject” button below and you may not place any Purchase Orders for Products with us.

SUPPLIER FRAMEWORK AGREEMENT TERMS

1. Definitions and interpretation

1.1 The definitions and rules of interpretation set out at clause 9 shall apply to this Supplier Framework Agreement (including the Term Sheet).

2. Background

2.1 The Relevant Supplier(s) are in the business of providing the Products.

2.2 The Customer wishes to open a trade account with the Supplier and has completed and returned a Term Sheet.

2.3 The Supplier has considered and approved the Term Sheet and has agreed to supply some or all of the Products to the Customer and its Affiliates (as defined below) in accordance with the Framework Terms.

2.4 When a Customer or any of its Customer Affiliates requests Products from the Relevant Supplier(s) and the Relevant Supplier is able to supply such Products, the relevant parties will enter into a separate Purchase Contract in accordance with this Supplier Framework Agreement.

2.5 Each Purchase Contract will incorporate the Applicable Terms.

3. Purchase Contract process

3.1 This Supplier Framework Agreement governs the overall relationship of the parties in relation to Products supplied (or to be supplied) by the Relevant Supplier(s) to the Customer and/or Customer Affiliates, and sets out: (a) in this clause 3, the procedure for the Customer and/or Customer Affiliates to request the supply of Products from the Relevant Supplier(s) under separate Purchase Contracts; and (b) the Applicable Terms that are deemed to be incorporated into each Purchase Contract.

3.2 The Customer and the Customer Affiliates shall be entitled from time to time to request the supply of Products from the Relevant Supplier(s) by providing the Relevant Supplier with a Purchase Order or an application form.

3.3 Promptly upon receipt of a Purchase Order or application form from the Customer or any Customer Affiliate, the Relevant Supplier shall: (a) either notify the Customer or Customer Affiliate that it is not able to supply the requested Products; or (b) notify its acceptance of the Purchase Order or application form by either: (i) returning a written acknowledgement of the Purchase Order or application form; or (ii) commencing the supply of Products pursuant to that Purchase Order; or (iii) making a delivery of any Products (whether in whole or in part) pursuant to that Purchase Order (whichever shall occur sooner), at which point a Purchase Contract shall come into existence in accordance with clause 3.4.

3.4 Each Purchase Contract: (a) shall be entered into by: (i) the Customer and/or a Customer Affiliate on the one part; and (ii) the Relevant Supplier(s) on the other part; (b) forms a separate contract between the parties to it; and (c) shall incorporate the Applicable Terms.

3.5 Any amendments to this Supplier Framework Agreement agreed by the Customer and the Relevant Supplier(s) in accordance with clause 8.2 shall be deemed to apply to all future Purchase Contracts entered into after the date of such amendment.

4. Commencement and duration

4.1 This Supplier Framework Agreement shall be deemed to have commenced on the Framework Agreement Commencement Date and shall continue until terminated in accordance with its terms, or until either party notifies the other party of termination in writing in accordance with clause 8.11, giving at least three (3) calendar months’ notice.

5. Limitation of liability

5.1 Nothing in this Supplier Framework Agreement shall limit or exclude either party’s liability and/or the liability of either party’s Affiliates for: (a) death or personal injury caused by its negligence, or the negligence

of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (d) any other liability which cannot be limited or excluded by applicable law in any jurisdiction where such liability arises (and whether in whole or in part).

5.2 Subject to clause 5.1 and to the indemnity in clause 3.2 of the Applicable Terms, neither party to this Supplier Framework Agreement shall have any liability to the other party and/or to the Affiliates of the other party, directly or indirectly, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- a) loss of profit;
- b) loss of revenue (save as for any amounts due to the Supplier under this Supplier Framework Agreement);
- c) loss of use;
- d) loss of production;
- e) loss of contract or commercial opportunity;
- f) loss of savings, discount or rebate (whether actual or anticipated);
- g) harm to reputation or loss of goodwill;
- h) loss of business; or
- i) indirect or consequential loss arising under this Supplier Framework Agreement.

5.3 Subject to clauses 5.1 and 5.2, the total liability of the Supplier and its Affiliates to the Customer and its Affiliates, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Supplier Framework Agreement shall be limited to: (a) for any liabilities arising under or in connection with an individual Purchase Contract, the liability limit set out in clause 12.5 of the Applicable Terms; and (b) for any liabilities arising under or in connection with this Supplier Framework Agreement, the sums actually paid to Relevant Supplier(s) under the Supplier Framework Agreement (including any Purchase Contracts (as applicable)) in the period of three (3) months prior to the first event giving rise to the claim or in the first three (3) months of the Supplier Framework Agreement if the event giving rise to the claim occurs in the first three (3) months of the Supplier Framework Agreement no liability for the performance by any Supplier Affiliate of any Purchase Contract entered into by such Supplier Affiliate.

6. Termination and consequences

6.1 Without affecting any other right or remedy available to it, either party may terminate this Supplier Framework Agreement with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this Supplier Framework Agreement and the breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
- b) there is an Intervening Event (in which case, without prejudice to the Supplier’s rights and remedies under this Supplier Framework Agreement, the Supplier may defer or cancel further deliveries of Goods, stop Goods in transit, treat the Supplier Framework Agreement as determined, and demand payment in full for any Goods delivered).

6.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Supplier Framework Agreement with immediate effect by giving written notice to the Customer if there is a change of control of the Customer.

6.3 On termination or expiry of this Supplier Framework Agreement (howsoever arising) each Purchase Contract then in force at the date of such termination shall continue in full force and effect for the remainder



- of the term of such Purchase Contract, unless terminated earlier in accordance with the terms of such Purchase Contract.
- 6.4 The termination of any Purchase Contract shall not affect any other Purchase Contracts or this Supplier Framework Agreement.
- 6.5 On termination of the Supplier Framework Agreement, any clauses in this Agreement that are expressly stated, or by implication intended, to apply after expiry or termination of this Agreement shall continue in full force and effect after such expiry or termination, including the following clauses: clauses 5 (*Limitation of liability*), 6 (*Termination and consequences*), 7 (*Confidentiality*), 8.1 (*Conflict*), 8.3 (*Waiver*), 8.4 (*Rights and Remedies*), 8.5 (*Severance*), 8.6 (*Employment liabilities*), 8.7 (*Entire Agreement*), 8.9 (*No Partnership or Agency*), 8.10 (*Third Party Rights*), 8.11 (*Notices*), 8.14 (*Governing law and jurisdiction*) and 9 (*Definitions and interpretation*).
- 6.6 Termination of this Supplier Framework Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to receive payments of all overdue amounts under the Supplier Framework Agreement from the Customer on demand (including costs and expenses incurred by the Supplier), and the right to claim damages in respect of any breaches of this Supplier Framework Agreement which existed at or before the date of termination.
- 7. Confidentiality**
- 7.1 Each party undertakes that it shall not at any time during this Supplier Framework Agreement, and for a period of five years after its termination or expiry, disclose to any person any Confidential Information of the Disclosing Party and/or the Disclosing Party's Affiliates, except as permitted by clause 7.2.
- 7.2 Each party may disclose the Disclosing Party's Confidential Information:
- a) to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Supplier Framework Agreement (and each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause 7); and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Supplier Framework Agreement.
- 8. General**
- 8.1 **Conflict** If there is any inconsistency between the provisions of this Supplier Framework Agreement and the provisions of any Purchase Contract, the provisions of this Supplier Framework Agreement shall prevail.
- 8.2 **Variation** No variation of this Supplier Framework Agreement shall be effective unless it is in writing and signed by a duly authorised officer of the relevant party.
- 8.3 **Waiver** A waiver of any right or remedy under this Supplier Framework Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A party that waives a right or remedy provided under this Supplier Framework Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 8.4 **Rights and remedies** Except as expressly provided in this Supplier Framework Agreement, the rights and remedies provided under it are in addition to, and not exclusive of, any rights or remedies provided by law.
- 8.5 **Severance** If any provision or part-provision of this Supplier Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 8.5 shall not affect the validity and enforceability of the rest of this Supplier Framework Agreement. If any provision or part-provision of this Supplier Framework Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 8.6 **Employment Liabilities** The parties agree that on the expiry or termination of the Supplier Framework Agreement and/or any Purchase Contract, there will be no relevant transfer as defined in the Regulations and as a result no Customer Employee or any other individual shall transfer their employment to the Supplier and/or to any Supplier Affiliate. In the event that any Customer Employee and/or any other individual brings any claim whatsoever against either the Supplier or any Supplier Affiliate asserting that their employment or any liability connected with it has transferred to the Supplier or any Supplier Affiliate, the Customer and its Affiliates shall jointly and severally indemnify and hold harmless the Supplier (for itself and as trustee for any Supplier Affiliate), its officers, agents and employees from and against any damages, liabilities and expenses arising in relation to any such claim.
- 8.7 **Entire agreement** This Supplier Framework Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Supplier Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Supplier Framework Agreement.
- 8.8 **Assignment and other dealings** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Supplier Framework Agreement without the prior written consent of the party (such consent not to be unreasonably withheld, conditioned or delayed).
- 8.9 **No partnership or agency** Nothing in this Supplier Framework Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 8.10 **Third party rights** A person who is not a party to this Supplier Framework Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplier Framework Agreement, save that the Supplier may enforce any of its rights and/or any rights of a Supplier Affiliate directly against any Customer Affiliate(s), notwithstanding that the Customer Affiliate(s) concerned may not be a party to this Supplier Framework Agreement.
- 8.11 **Notices** Any notice or other communication given to a party under or in connection with this Supplier Framework Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email by the managing director of one party to the managing director of the other party or as otherwise notified in writing by one party to the other in accordance with this clause 8.11. Any notice or communication shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or (b) if sent by pre-paid first-class post, airmail, or other next working day delivery service, at 9.00 am on the second Business Day after posting (fifth Business Day after posting for airmail) or (if sooner) at the delivery time recorded by the delivery service; or (c) if sent by email, on the earlier of: (i) the time a return receipt is generated automatically by the recipient's email server; or (ii) the time the recipient acknowledges receipt or; (iii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered, except that if deemed receipt would occur before 9.00 am local time in the place of receipt on a Business Day, it shall instead be deemed to occur at 9.00 am on that day and if deemed receipt would occur after 5.00 pm local time in the place of receipt on a Business Day, or on a day which is not a Business Day, it shall instead be deemed to occur at 9.00 am local time in the place of receipt on the next Business Day. This clause 8.11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 8.12 **Force Majeure** Neither party shall have any liability for any failure or delay in performance of this Agreement to the extent the same results from Force Majeure. The party affected by such Force Majeure shall promptly notify the other party in writing when such Force Majeure causes a delay or failure in performance and when it ceases to do so. If such Force Majeure continues for a continuous period of more than one hundred and eighty (180) calendar days either party may terminate this Agreement by written notice to the other party.
- 8.13 **Counterparts** This Supplier Framework Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together



constitute the one agreement. Transmission of the executed signature page of a counterpart of this Supplier Framework Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this framework agreement. If this method of delivery is adopted, without prejudice to the validity of the Supplier Framework Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably practicable thereafter. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

- 8.14 **Governing law and jurisdiction** This Supplier Framework Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party: (a) irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Supplier Framework Agreement or its subject matter or formation; and (b) submits to the non-exclusive jurisdiction of the courts of England and Wales for the purposes of: (i) enforcing any judgment or award made by the courts of England and Wales; or (ii) seeking emergency injunctive relief in any territory where the other party has disclosed or threatens or is likely to disclose any Confidential Information in breach of this Supplier Framework Agreement, in order to prevent, restrain or curtail such disclosure, or to prevent, restrain or curtail the infringement or unauthorised use of any of its Intellectual Property Rights.

9. Definitions and Rules of Interpretation

9.1 Definitions:

- (a) **Affiliate** means in relation to either party, any Parent Undertaking of the party and any Subsidiary Undertaking of the that party or of any such Parent Undertaking and the terms "Parent Undertaking" and "Subsidiary Undertaking" shall have the meanings given in section 1162 of the Companies Act 2006;
- (b) **Applicable Terms** means the Standard Terms and Conditions of Sale which apply to each Purchase Contract, as set out at Schedule 1;
- (c) **Charges** means the charges payable by the Customer or a Customer Affiliate for the supply of Products by the Relevant Supplier(s), to be calculated at the Supplier's standard rates for such Products from time to time;
- (d) **Confidential Information** means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (**Disclosing Party**) to the other party (**Receiving Party**) whether before, on or after the Effective Date of the Order, including, without limitation, the existence of this Contract and its terms, information relating to the Disclosing Party's products, services, customers or clients, financial or trading position, assets, Intellectual Property Rights, operations, processes, plans or intentions, product information, know-how, designs, suppliers, trade secrets, market opportunities and business affairs and shall include any other information that is identified as being confidential or proprietary or which may reasonably be considered by a business person to be confidential or commercially sensitive; however, Confidential Information does not include information that:
- is, or was, already known or available to the Receiving Party, otherwise than pursuant to or through breach of any confidentiality obligation owed to the Disclosing Party (including any third party obligation);
 - is, or becomes, in the public domain other than through any breach of this Contract (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain);
 - is disclosed to the Receiving Party without any obligation of confidence to the Disclosing Party by a third party that is not itself under any obligation of confidentiality;
 - is developed by or on behalf of the Receiving Party in circumstances where the Receiving Party has not had direct or indirect access to the information disclosed, subject to the Receiving Party providing satisfactory evidence of the same to the Disclosing Party; and/or
 - the Disclosing Party agrees in writing does not constitute Confidential Information;
- (e) **control** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
- (f) **Customer** has the meaning given to it in the Term Sheet;
- (g) **Customer Affiliate** means an Affiliate of the Customer;
- (h) **Customer Employee** means any employee, consultant, agent or subcontractor (or an employee or consultant of any of them) engaged

or employed by the Customer and/or a Customer Affiliate or any third party in relation to the supply of Products and/or any other goods or services which are similar to the Products or any part of them;

Disclosing Party means in respect of any Confidential Information, the party: (i) which discloses that Confidential Information; or (ii) whose Affiliate discloses that Confidential Information;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement including without limitation strikes, lock-outs, labour disputes, acts of God, natural disasters, war, riots, civil commotion, malicious damage, imposition of sanctions, embargo, law, governmental order, rule, regulation or direction, accident, fire, explosion, building collapse, flood, drought, storm, pandemic or epidemic, nuclear or chemical or biological contamination, terrorism. Inability of the Customer to pay is not Force Majeure;

Framework Agreement Commencement Date has the meaning given to it at section 3 of the Term Sheet;

Framework Terms means these terms and conditions and the Schedules specified in section 5 of the Term Sheet;

Intervening Event shall be any of the following:

i. failure by the Customer to make any payment when it becomes due;

ii. the defaulting party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) or (being a natural person) 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 IA 1986 or is the subject of a bankruptcy petition or order or (being a partnership) has any partner to whom the foregoing apply;

iii. 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 defaulting party other than for the sole purpose of a scheme for a solvent amalgamation of that defaulting party with one or more other companies or the solvent reconstruction of the defaulting party;

iv. the defaulting party's proposal for or entry into any composition or arrangement with creditors;

v. the presentation against the defaulting party of any petition for a bankruptcy order, administration order, winding-up order or similar process;

vi. 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 defaulting party, or the appointment of an administrative receiver or receiver in respect of the business of any part of the assets of the defaulting party;

vii. the defaulting party becomes subject to a moratorium under Part A1 of the IA 1986;

viii. the non-defaulting party forming the reasonable opinion that the defaulting party has become or is likely in the immediate future to become unable to pay his, her or its debts (adopting, in the case of a company, the definition of that term set out in section 123 of IA 1986);

ix. any event occurs, or proceeding is taken, with respect to the defaulting party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs ii – vii above;

x. the defaulting party takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in paragraphs ii – vii above, including but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;

xi. the defaulting party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

xii. the defaulting party's financial position deteriorates so as to reasonably justify the opinion that its ability to give effect to the terms of this Supplier Framework Agreement is in jeopardy;

(n) **Products** means any goods or services provided by a Relevant Supplier from time to time in a Purchase Contract;

(o) **Purchase Contract** means an agreement for the supply of Products by the Relevant Supplier(s) to the Customer and/or Customer Affiliate(s) agreed in accordance with clause 3;

(p) **Purchase Order** means any written or verbal offer from the Customer or a Customer Affiliate to purchase any Product(s) whether that be via an online order, or via an order placed over the telephone or by email;

(q) **Receiving Party** means in respect of Confidential Information, the party: (i) to whom that Confidential Information is disclosed; or (ii) to whose Affiliate the Confidential Information is disclosed;



- (r) **Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- (s) **Relevant Supplier(s)** means the Supplier and/or (as the context requires) any Supplier Affiliate(s) who provide any Products and/or any other goods or services which are the same as, or similar to, the Products (or any part of them) and/or who provide any other goods or services in connection with this Supplier Framework Agreement and/or a Purchase Contract from time to time;
- (t) **Supplier** has the meaning given to it in the Term Sheet;
- (u) **Supplier Affiliate** means an Affiliate of the Supplier;
- (v) **Supplier Framework Agreement** means the Term Sheet, Framework Terms, and the Schedules;
- (w) **Term Sheet** means the attached term sheet agreed between the parties.
- 9.2 Rules of Interpretation:
- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this Supplier Framework Agreement;
- (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (c) the Schedules and appendices form part of this Supplier Framework Agreement and shall have effect as if set out in full in the body of this Supplier Framework Agreement and any reference to this Supplier Framework Agreement includes the Schedules and appendices;
- (d) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (e) a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
- (f) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (g) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (h) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (i) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time;
- (j) a reference to writing or written includes email (but not faxes);
- (k) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (l) a reference to this Supplier Framework Agreement or to any other agreement or document referred to in this Supplier Framework Agreement is a reference to this Supplier Framework Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Supplier Framework Agreement) from time to time.;
- (m) terms used but not otherwise defined in this Supplier Framework Agreement have the same meaning as in the Applicable Terms;
- (n) references to clauses and Schedules are to the clauses and Schedules of this Supplier Framework Agreement and references to paragraphs are to paragraphs of the relevant Schedule;
- (o) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.4 These Conditions apply to each Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of one (1) month from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 3. Goods**
- 3.1 The Standard Goods are described in the Supplier's catalogue on the Customers online trade account and on the Schiedel UK website (www.specflue.com) (as modified by any applicable Customer Goods Specification)
- 3.2 To the extent that Custom Goods are to be manufactured in accordance with a Customer Goods Specification:
- (a) the suitability and accuracy of that Customer Goods Specification will be the Customer's responsibility;
- (b) the Customer undertakes to ensure that all necessary permissions or consents (including those of third parties) are obtained in order to permit the Company to supply or manufacture goods or supply services in accordance with the Customer Goods Specification design;
- (c) the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier and/or any of its Affiliates arising out of or in connection with any claim made against the Supplier and/or any of its Affiliates for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Customer Goods Specification; and
- (d) the Customer will indemnify the Company against any loss, damage or expense in respect of any liability arising in any country by reason of the goods being made to such specification, instruction or design, This clause 3.2 shall survive termination of the Contract.
- 3.3 Without prejudice to the indemnity provided pursuant to clause 3.2, the Supplier reserves the right to amend any Customer Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 4. Delivery of Goods**
- 4.1 For all Contracts, unless otherwise specified in writing by the Company, the Company shall deliver or shall procure that its Affiliates shall deliver the Goods to the location set out in the Order or to such other location as the parties may agree in writing at any time after the Supplier notifies the Customer that the Products are ready. The Company may deliver in instalments, in its sole and absolute discretion.
- 4.2 If the Contract requires the Customer to take delivery of the Goods at the Supplier's premises or such other location as may be specified by the Supplier then:
- (a) for the purposes of this sub-clause 'the Goods' shall mean the whole or any instalment of the Goods and 'the collection date' shall mean the date on which the Goods are or will be ready for delivery; and
- (b) the Supplier shall notify the Customer of the collection date and the Customer shall take delivery of the Products within ten (10) calendar days of the collection date.
- 4.3 If the Contract is an International Supply Contract, and the parties have expressly agreed in writing to adopt Incoterms for delivery, it shall be deemed to incorporate the latest edition of Incoterms current at the date of the Contract save that in the event of any inconsistency between the Incoterms and any express term of the Contract (including these Conditions) the latter shall prevail.
- 4.4 While the Supplier will use its reasonable endeavours to deliver the Goods by any date or within any period agreed upon, such dates and periods are estimates only, given in good faith, and the Supplier will not be liable for any failure to deliver by or within such a period nor shall delays in the delivery of an Order entitle the Customer to refuse to take delivery of an Order. Time for delivery shall not be of the essence of the Contract. The Supplier shall be entitled to defer delivery until any monies due from the Customer have been received.
- 4.5 The Customer acknowledges that Goods for delivery outside of the United Kingdom may be subject to United Kingdom export controls as well as import controls at their destination. The Customer will be responsible for ensuring that all necessary clearances and licences are obtained prior to the dispatch dates for the Goods to be supplied and for obtaining all necessary documentation and lodging the same with the Supplier prior to despatch of the Goods.
- 4.6 If, for any reason, the Customer fails to take or accept delivery of the goods on the agreed date or dates, delays in doing so or fails to

SCHEDULE 1

Standard Terms and Conditions of Sale

1. General and interpretation

- 1.1 The Customer's attention is drawn in particular to the limitations and exclusions of the Supplier's liability and exclusions of liability set out at clause 12.
- 1.2 The definitions and rules of interpretation set out at clause 16 apply in these Conditions.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Products in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier either (i) issues or returns a written acknowledgement of the Purchase Order or application form; or (ii) commences the supply of Products pursuant to that Purchase Order or application form; or (iii) makes a delivery of any Products (whether in whole or in part) pursuant to that Purchase Order or application form (whichever shall occur sooner) at which point and on which date a Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Products contained in the Supplier's catalogues, brochures or online trade account are issued or published for the sole purpose of giving an approximate idea of the



- provide a delivery address pursuant to an Order, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract, without prejudice to any other rights of the Supplier (whether under these Conditions or otherwise):
- (a) delivery of the goods shall be deemed to have been completed at 9.00 am on the tenth (10th) Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall be entitled to make an additional charge for any loss, damage or expense incurred as a result (including, but not limited to, in the case of any failure to take delivery of the Goods, the cost of repeated delivery necessitated by such failure).
- 4.7 Unless otherwise agreed in writing, if after ten (10) days on which the Supplier notified the Customer that the Goods were ready for collection at the Supplier's premises (or such other premises as agreed between the parties) the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.8 The Customer shall provide the Company with adequate instructions and accurate information regarding the Goods it wishes to purchase from the Company. If the Company suffers any delay caused by the Customer's inadequate instructions or inaccurate information, or delay caused by the Customer's failure to give the Company adequate instructions or accurate information, the supply of the Goods shall be extended for such period as the Company may reasonably require.
- 4.9 In the event of damage or loss of Goods in transit, the Company will replace such Goods free of charge, provided that the Buyer notifies the Company in writing of the damage or loss within three (3) calendar days of the date of delivery. Total non-delivery must be notified to the Company within three (3) calendar days of the despatch date.
- 5. Quality of Goods**
- 5.1 Unless agreed otherwise in writing between the parties, the Supplier warrants that on delivery and for the Warranty Period the Goods shall:
- (a) conform in all material respects with their description and any applicable Customer Goods Specification; (b) be free from material defects in design, material and workmanship; and (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2** Subject to clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- (a) the Customer gives notice in writing during the Warranty Period (i) within three (3) calendar days of delivery in respect of defects that were apparent on a reasonable visual inspection at the time of delivery; and (ii) within seven (7) calendar days of becoming aware in respect of defects that were latent and not reasonably discoverable at the time of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods and confirms in writing that the Goods are defective and the damage is attributable to the Supplier, and (in the case of Standard Goods) the relevant manufacturer has confirmed that the relevant Standard Goods are in fact defective;
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 5.3 Notwithstanding any provision to the contrary, the Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's and/or relevant manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following a Customer Goods Specification and/or any other drawing, design or other specification supplied by the Customer;
- (d) the Customer alters or repairs Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the defect arises as a result of the Supplier following any Customer Goods Specification or the Supplier following any specification, instruction or requirement of the Customer
- (g) the Goods differ from their description and/or the Customer Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- (h) the defect is due to the Goods being unsuitable for a particular purpose, whether or not made known to the Supplier; or
- (i) the Customer fails to provide a proof of purchase for the Goods which is satisfactory to the Supplier (acting reasonably), for example an original Purchase Order: or
- (j) the Goods are Third Party Goods in which instance, the Company's only obligation shall be to, insofar as it is able, to pass on the benefit of the Manufacturer's Warranty in accordance with clause 5.4.
- 5.4 For Third Party Goods, the Company shall as far as it is able pass on to the Customer the benefits of any Manufacturer's Warranties;
- 5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.7 The Customer may return any Standard Goods which are not damaged or otherwise defective due to an act or omission of the Customer (and/or a party under its direction or control) are returned in their original packaging and are otherwise in a saleable condition if: (a) written approval is given by the Supplier (such consent not to be unreasonably withheld, conditioned or delayed) and; (b) the Customer pays a handling charge equal to a percentage of the original price of the relevant Standard Goods to the Supplier as further set out in clause 5.8 below (**Returned Goods**). For clarity: this clause 5.7 is without prejudice to the warranty set out at clause 5.1, and/or to the provisions of clauses 5.2 - 5.5 in the event of a breach of that warranty; and (b) does not apply to Custom Goods which are non-returnable and non-refundable.
- 5.8 The following restocking charges apply in respect of Returned Goods:
- (a) General Restocking Fees & Timeframes (subject to the special item charges referred to in clause 5.8(c) and the Merchant exception in clause 5.8(b)):
- (i) 0-14 calendar days: Returned Goods returned within 14 calendar days of receipt are not subject to a restocking fee, provided they returned in their original packaging and are otherwise in a saleable condition.
- (ii) 15-30 calendar days: Returns Goods returned between 15 to 30 calendar days of receipt of the relevant Goods will be subject to a 20% restocking charge.
- (iii) Over 30 calendar days: No returns will be accepted after 30 calendar days of receipt of the relevant Goods.
- (b) Merchant Exception: Notwithstanding clause 5.8(a)(i), where the Customer is a Merchant, a 20% restocking charge shall apply to all Returned Goods returned within 30 calendar days of receipt. The parties acknowledge and agree that this fixed charge is a reasonable pre-estimate of the Supplier's administration costs, noting that Merchants typically apply their own restocking fees to end-users and do not pass Supplier savings back to the consumer.
- (c) Special item charges:
- (i) Stove or Appliances: 30% restocking charge regardless of timeframe (within the 30 calendar day limit).
- (ii) Isokern Items: 30% restocking charge regardless of timeframe (within the 30 calendar day limit).
- (iii) All Isokern and Stove returns may also be subject to a pallet charge
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery (which, unless otherwise agreed in writing, shall be deemed to be completed on unloading of the goods at the Customer's premises or premises specified by the Company).
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass: (i) in the case of Standard Goods, at the time of payment of all such sums; and (ii) in the case of Custom Goods, at the time of delivery, provided that all such sums have also been paid; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) not pledge or in any way charge by way of security indebtedness, any of the Goods which remain the property of the Supplier;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the Intervening Events; and



- (f) give the Supplier such information as the Supplier may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time: (a) it does so as principal and not as the Supplier's agent; and (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, the Supplier: (a) may by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product 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.
- 7. Supply of Services**
- 7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use its reasonable endeavours to meet any performance dates for the Services agreed in writing with the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier reserves the right to amend the Service Specification 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.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8. Customer's obligations**
- 8.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in or in relation to the Service Specification and/or a Customer Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws; and
- (h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 9. Charges and payment**
- 9.1 The price for Goods: (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order; and (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer at the rates agreed with the Customer.
- 9.2 The charges for Services shall be calculated on a time and materials basis:
- (a) the charges shall be calculated in accordance with the Supplier's daily fee rates then in force from time to time;
- (b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day during Business Hours and the Supplier shall be entitled to charge an overtime rate calculated in accordance with clause 9.3 on a pro rata basis for each part day or for any time worked by individuals whom it engages on the Services outside of these hours; and
- (c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 9.3 If the Customer has agreed for the Supplier's personnel to carry out any Services outside of Business Hours, the Supplier may charge for the time so spent by such personnel at an overtime rate representing the following percentage of the daily fee rate, pro-rated to reflect the hours actually worked:
- (a) 133% for any time worked on a Business Day outside of Business Hours and/or for a period of time exceeding eight (8) hours;
- (b) 150% for any time worked on a Saturday;
- (c) 200% for any time worked on a Sunday and/or on a day which is a public holiday, when banks in London are not open for business.
- The Supplier may not charge for work done outside of Business Hours in any other circumstances.
- The Supplier reserves the right to:
- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Price Index as published by the Office for National Statistics from time to time (or, failing such publication, such other index as the parties agree most closely resembles such index) (**Retail Price Index**) in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to: (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the relevant Customer Goods Specification; or (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.5 Unless otherwise agreed in writing (whether in relation to a specific invoice, or for all invoices from the Supplier) or as set out in the Order, in respect of:
- (a) Standard Goods, the Supplier shall invoice the Customer from the end of the month in which the Order was placed, such invoice to be payable within thirty (30) days;
- (b) Services, the Supplier shall invoice the Customer in arrears and the Customer shall pay each such invoice within thirty (30) days from the end of the month in which the relevant invoice was issued by the Supplier; and
- (c) Custom Goods, the Supplier shall invoice the Customer on receipt of the relevant Order for those Custom Goods, such invoice to be immediately payable upon receipt (**Custom Goods Invoice**). The Supplier shall not be obliged to take any steps in relation to the relevant Custom Goods until the Customer Goods Invoice for them has been paid in full.
- 9.6 All invoices shall be paid in full and in cleared funds to a bank account nominated in writing by the Supplier. Time for payment pursuant to clause 9.5 shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, 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 the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies



- under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.9 All amounts due under the Contract 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).
- 10. Intellectual property rights**
- 10.1 All Intellectual Property Rights in the Goods and in any tooling and any drawings or other documentation supplied or produced by the Supplier or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall vest in and remain vested in the Supplier. The Customer agrees to execute any documents the Supplier deems necessary to give effect to this clause.
- 10.2 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.1.
- 10.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 11. Confidentiality**
- 11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract (however arising), disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the Disclosing Party or of any member of the Disclosing Party's group of companies, except as permitted by clause 11.2.
- 11.2 Each party may disclose the Disclosing Party's Confidential Information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause 11; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 12.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and (d) defective products under the Consumer Protection Act 1987.
- 12.2 Without prejudice to clause 12.1, the restrictions on liability in this clause 12 apply to all liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3 The Customer agrees and acknowledges that the level of the charges for the Products takes fully into account the limits of the Supplier's entire financial liability (set out below) for the applicable Product(s) supplied or to be supplied to the Customer, the Customer's use of them, and for anything else under or in connection with the relevant Contract.
- 12.4 Without prejudice to clause 12.1, the Supplier shall not be liable to the Customer whether in contract, tort (including for negligence or breach of statutory duty), or for negligent or innocent misrepresentation, or otherwise, for any of the following types of loss or damage, even if the Customer has been advised of the possibility of such loss or damage:
- (a) loss or depletion of goodwill or reputation;
- (b) loss of sales, or profits, or revenue, or contracts, or anticipated savings;
- (c) loss or damage arising from loss or damage or corruption of data or information;
- (d) loss of use; and
- (e) any indirect or consequential loss.
- 12.5 The total liability of the Supplier and its Affiliates to the Customer and its Affiliates in respect of all liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall in no circumstances exceed:
- (a) where the relevant liability relates to Goods supplied by the Supplier, the sum of the amount paid by the Customer to the Supplier for the Goods which form the subject matter of the relevant claim; and
- (b) where the relevant liability relates to Services supplied by the Supplier, the sum of the amount paid by the Customer to the Supplier for the service which form the subject matter of the relevant claim (**Affected Services**) during the preceding twelve months immediately prior to the act or omission giving rise to the loss (or, if the event giving rise to the loss occurs during the first twelve (12) months of the Contract, the amount paid by the Customer for the Affected Services during that period).
- 12.6 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 In no event will the Supplier have any liability for loss or damage caused by unusual wind conditions or turbulence, or any climatic conditions or geographical conditions which may affect the operation of any chimney and/or appliance. It is for the Customer to satisfy himself of the suitability of any product intended to be used in any particular location.
- This clause 12 shall survive termination of the Contract.
- 13. Intervening events, cancellation or suspension**
- 13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if there is an Intervening Event.
- 13.2 All loss or damage resulting in the Supplier by reason of cancellation by the Customer will be paid by the Customer to the Supplier forthwith.
- 13.3 Any costs or expenses incurred by the Supplier due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery of any goods or the performance of any services will be payable by the Customer forthwith on demand.
- 13.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days after receipt of notice in writing to do so.
- 13.5 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if there is a change of Control of the Customer.
- 13.6 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the Intervening Events, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 14. Consequences of termination**
- 14.1 On termination of the Contract: (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt; and (b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 14.2 Termination or expiry of the Contract (however arising) shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 15. General**
- 15.1 **Force Majeure** Neither party shall have any liability for any failure or delay in performance of this Agreement to the extent the same results from Force Majeure. The party affected by such Force Majeure shall promptly notify the other party in writing when such Force Majeure causes a delay or failure in performance and when it ceases to do so. If such Force Majeure continues for a continuous period of more than one hundred and eighty (180) calendar days, either party may terminate this Agreement by written notice to the other party.
- 15.2 **Data protection:** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15.2 is in



- addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 15.3 **Assignment and other dealings.** The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 15.4 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address specified in the Order. Any notice or communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause 15.4 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.5 **Severance.** If any provision or part-provision of the Contract 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 the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 15.5 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.
- 15.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 15.8 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract. Nothing in this clause 15.8 shall limit or exclude any liability for fraud.
- 15.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.10 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 15.11 **Governing law and jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 16. Definitions and rules of interpretation.**
- 16.1 Definitions:
- (a) **Affiliate** any subsidiary or holding company from time to time of a party (with the terms subsidiary and holding company having the meanings given to them in section 1159 of the Companies Act 2006);
- (b) **Business Day** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- (c) **Business Hours** 09:00 to 17:00 on a Business Day;
- (d) **Commencement Date** has the meaning given in clause 2.2;
- (e) **Conditions** these terms and conditions as amended from time to time in accordance with clause 15.10;
- (f) **Confidential Information** means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (**Disclosing Party**) to the other party (**Receiving Party**) whether before, on or after the Effective Date of the Order, including, without limitation, the existence of this Contract and its terms, information relating to the Disclosing Party's products, services, customers or clients, financial or trading position, assets, Intellectual Property Rights, operations, processes, plans or intentions, product information, know-how, designs, suppliers, trade secrets, market opportunities and business affairs and shall include any other information that is identified as being confidential or proprietary or which may reasonably be considered by a business person to be confidential or commercially sensitive; however, Confidential Information does not include information that:
- i. is, or was, already known or available to the Receiving Party, otherwise than pursuant to or through breach of any confidentiality obligation owed to the Disclosing Party (including any third party obligation);
- ii. is, or becomes, in the public domain other than through any breach of this Contract (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain);
- iii. is disclosed to the Receiving Party without any obligation of confidence to the Disclosing Party by a third party that is not itself under any obligation of confidentiality;
- iv. is developed by or on behalf of the Receiving Party in circumstances where the Receiving Party has not had direct or indirect access to the information disclosed, subject to the Receiving Party providing satisfactory evidence of the same to the Disclosing Party; and/or
- v. the Disclosing Party agrees in writing does not constitute Confidential Information;
- (g) **Contract** a contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the relevant Order;
- (h) **Control** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;
- (i) **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures** have the meanings given to them in the Data Protection Legislation;
- (j) **Custom Goods** any Goods which have been customised or otherwise altered by the Supplier to reflect in all material regards the requirements of the Customer Goods Specification for those customised Goods;
- (k) **Customer** the person or firm who purchases the Goods and/or Services from the Supplier;
- (l) **Customer Goods Specification** any specification for the Goods, including any relevant plans or drawings, that is produced by the Customer and is agreed in writing by the Customer and the Supplier
- (m) **Data Protection Legislation** all applicable law relating to the processing, privacy and/or use of personal data, as applicable to either party or the Goods, including (a) EU GDPR; (b) UK GDPR and the Data Protection Act 2018; (c) any laws which implement or supplement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- (n) **Disclosing Party** means in respect of any Confidential Information, the party: (i) which discloses that Confidential Information; or (ii) whose Affiliate discloses that Confidential Information;
- (o) **EU GDPR** the General Data Protection Regulation, Regulation (EU) 2016/679;
- (p) **Force Majeure Event** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement including without limitation strikes, lock-outs, labour disputes, acts of God, natural disasters, war, riots, civil commotion, malicious damage, imposition of sanctions, embargo, law, governmental order, rule, regulation or direction, accident, fire, explosion, building collapse, flood, drought, storm, pandemic or epidemic, nuclear or chemical or biological contamination, terrorism. Inability of the Customer to pay is not Force Majeure;
- (q) **Goods** as the context requires, either the Custom Goods, or the Standard Goods, or a combination of both of them, as set out in the Order;
- (r) **Intellectual Property Rights** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights,



- trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- (s) **Intervening Event** shall be any of the following:
- i. failure by the Customer to make any payment when it becomes due;
 - ii. the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) or (being a natural person) 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 IA 1986 or is the subject of a bankruptcy petition or order or (being a partnership) has any partner to whom the foregoing apply;
 - iii. 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 that other party with one or more other companies or the solvent reconstruction of the Customer;
 - iv. the Customer's proposal for or entry into any composition or arrangement with creditors;
 - v. the presentation against the Customer of any petition for a bankruptcy order, administration order, winding-up order or similar process;
 - vi. 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, or the appointment of an administrative receiver or receiver in respect of the business of any part of the assets of the Customer;
 - vii. the Customer becomes subject to a moratorium under Part A1 of the IA 1986;
 - viii. the Supplier forming the reasonable opinion that the Customer has become or is likely in the immediate future to become unable to pay his, her or its debts (adopting, in the case of a company, the definition of that term set out in section 123 of IA 1986);
 - ix. 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 paragraphs ii – vii above;
 - x. the Customer takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in paragraphs ii – vii above, including but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;
 - xi. the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - xii. the Customer's financial position deteriorates so as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy;
- (t) **Manufacturer's Warranties** means the warranties given by any third-party manufacturer in relation to Third Party Goods;
- (u) **Order** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's Purchase Order form or application form, or the Customer's written acceptance of the Supplier's quotation, or as attached to these Conditions, as the case may be;
- (v) **Products** means, as the context requires, any Goods, or Services, or a combination of either of them;
- (w) **Receiving Party** means in respect of Confidential Information, the party: (i) to whom that Confidential Information is disclosed; or (ii) to whose Affiliate the Confidential Information is disclosed;
- (x) **Returned Goods** has the meaning in clause 5.6;
- (y) **Service Specification** the description or specification for the Services provided in writing by the Supplier to the Customer after it has been provided with an Order;
- (z) **Services** the services supplied by the Supplier to the Customer, as set out in the Service Specification;
- (aa) **Standard Goods** the goods (or any part of them) which are not Custom Goods;
- (bb) **Supplier** Schiedel Chimney Systems Limited with the registered office address of Washing Bay Road, Coalisland, County Tyrone, BT71 4MD, United Kingdom (company number NF004110);
- (cc) **Supplier Materials** has the meaning given in clause 8.1;
- (dd) **Third Party Goods** Goods not manufactured by the Supplier;
- (ee) **UK GDPR** the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time);
- (ff) **Warranty Period** means the period commencing on delivery of the Goods and concluding (as applicable) on a date:
- (i) 20 years from the delivery date in the case of the ICID range;
 - (ii) 20 years from the delivery date in the case of the Technoflex range;
 - (iii) for all other Goods (other than Third Party Goods), as per the standard warranty terms found here www.specflue.com as updated from time to time; and
 - (iv) for any Third Party Goods, the warranty period provided in the Manufacturer's Warranties by the relevant manufacturer of those Goods
- Rules of Interpretation:**
- (a) clause, schedule and paragraph headings shall not affect the interpretation of this Contract;
 - (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (c) the schedules and appendices form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules and appendices;
 - (d) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - (e) a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
 - (f) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - (g) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
 - (h) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - (i) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time;
 - (j) a reference to writing or written includes email (but not faxes);
 - (k) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
 - (l) a reference to this Contract or to any other agreement or document referred to in this Contract is a reference to this Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Contract) from time to time.;
 - (m) terms used but not otherwise defined in this Contract have the same meaning as in the Framework Terms;
 - (n) references to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule;
 - (o) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

WE CONFIRM THAT WE HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS

[ACCEPT] [REJECT]