

## Renka Limited - Terms and conditions

### Definitions

'The Company' means the appropriate Company belonging to Renka Ltd.

'The Customer' means the Corporate Entity, firm or person seeking to purchase goods or services from the Company.

'The Contractor' means the designated representative of the customer who is responsible for the construction of the openings and site conditions.

'The Goods' means the goods, which the Company is to supply in accordance with these Terms and Conditions of sale.

'The Services' means the services, which the Company is to supply.

### Application

These Terms and Conditions shall apply without modification and to the exclusion of all and any other conditions including any appearing in any quotation, form of acceptance, delivery form or other document or letter emanating from The Customer to The Company unless otherwise agreed by The Company Directors.

### Quotations

- All quotations, unless otherwise stated, are subject to acceptance within 90 days.
- Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Goods and Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.
- No Value Added Tax has been included unless specifically stated but will be added in accordance with Government legislation.
- Unless otherwise stated, prices are based on current rates of labour, materials and transport costs and may be subject to amendment on, or after, acceptance of any subsequent order to meet variation in costs. This may apply when there is an extended period between the placement of the Order and final installation.

### Orders

- Any order from The Customer will be subject to acceptance in writing by The Company.
- All prices are subject to confirmation on The Company's Order Confirmation document on receipt of the order. The Customer should check all particulars on this form and advise The Company immediately should there be any discrepancies.
- Please check that the details in these Terms and on the Order Confirmation are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Any advice or recommendation given by us or our employees or agents which is not confirmed in writing by us is followed or acted on entirely at your own risk.
- You are responsible for the accuracy of the terms of the Order Confirmation and for providing us with any information required for us to undertake the Services. We strongly recommend that you utilise our professional in-house installation service, and that you allow one of our company surveyors to measure all specifications prior to commencement of manufacture of the Goods. We do not accept liability for any fault caused by any error or omission by you having undertaken any installation yourself or through a third party, and you will be liable for any costs arising from you having provided us with incorrect measurements or specifications for the Services.

## **Payment**

- Orders will be processed on receipt of the signed post survey Order Confirmation and 50% deposit of the goods and services total value. This is non refundable due to the bespoke nature of the products.
- Final balance is due 7 days prior to delivery and can be paid by cheque, credit card, bank transfer or cash. Please note that there is a 2.5% surcharge for amounts paid by credit card.
- Should the customer delay the delivery /fitting of manufactured goods, full payment is due 7 days prior to the original planned installation date, or 90 days after receipt of the signed Order Confirmation, whichever is sooner.
- If payment is not paid on delivery The Company shall be entitled to recover from the Customer interest, payable at the County Court rate applicable at the time of the contact, on any outstanding balance until the actual date of payment. This right shall exist without prejudice to any other right of The Company.
- If The Customer fails to make any payment on the due date then The Company shall be entitled to cancel any subsisting supply contact with or suspend any further deliveries to or collections by The Customer and also appropriate any payments made by The Customer for such Goods, Services or materials or goods, services or materials supplied to The Customer in respect of such cancellation or suspension and this right shall exist without prejudice to any other right of The Company.
- The Company reserves the right at any time at its discretion to demand security for or vary the terms and methods of payment, for continuing with or delivering Goods in satisfaction of the order. The Company shall advise The Customer of any changes in writing.
- The Company does not offer Main Contractors Discount nor will it work on a percentage retention basis.

## **Regulations**

The Company shall not be liable for any loss or damage whatever which may be occasioned by reason of the goods supplied not conforming to the Building Regulations or any other statutory regulations, nor for any liability under the Health and Safety at Work Act 1974 to a use of the goods by The Customer which has not previously been notified by The Customer to The Company and approved in writing prior to such use.

## **Passing of Property and Risk**

- All risk in the goods will pass to The Customer immediately on delivery of the goods to The Customer.
- Until The Customer has paid The Company for the goods and all other goods supplied to him by The Company, The Customer holds the goods on trust for sale.
- If The Customer sells the goods The Customer shall hold the proceeds of sale on trust for sale of The Company in a separate bank account. If The Customer sells the goods The Company may by written demand require The Customer to assign to The Company The Customer's rights to recover the price from a subsequent purchaser.
- The Customer must not assign to any other person any rights from the sale of the goods without the written consent of The Company's Directors. Where such consent is given it is conditional upon the assignee accepting the conditions between The Customer and The Company. If the Transfer of Warranty Rights is agreed by The Company, this must be preceded by a post sale inspection of the goods to establish that there has been no damage to the goods. A charge may be levied for this inspection by The Company based on the cost of carrying out this inspection.

## **Cancellation**

- The Customer is not entitled to cancel the Contract without written agreement of The Company signed by a Director. In event of such agreed cancellation The Customer shall indemnify The Company fully against all expenses and losses.
- Claims and demands incurred up to the time of such cancellation will include Payment for such amount as The Company will be required to make to sub-contractors and other third parties as necessary.

## Performance

- Unless otherwise stated in writing by The Company, The Customer must provide a clear working area for The Company's delivery and work area. The Customer is responsible for an adequate power supply, artificial lighting and providing secure and dry storage.
- The Company shall carry out its work on a continuous basis during normal working hours and The Company's price is fixed accordingly.
- The company reserves the right to make an additional charge to cover incurred costs in the event that :
  - Special unplanned visits have to be made to the site or
  - Work has to be carried out in an uneconomical manner due to site conditions or
  - If time is lost or additional expenditure incurred due to The Company's operatives being denied access to or waiting on site or
  - Having to return to the site to commence or continue work.
- The company reserves the right to make additional charges should their workers require overnight accommodation to complete the work. Such costs are normally included within the separately identified Installation Cost.
- The Company shall only install the goods into fully prepared openings that have the correct tolerances allowed and solid structural sides all round to enable a level, firm and secure fixing of the goods; these include steel, solid brick, concrete and structural timber beams or lintels. If The Company cannot install the goods due to incorrect opening sizes, no tolerances allowed, openings not being of a structural sound quality to enable level, firm and secure fixing, disruption by other trades or obstruction e.g. scaffold being directly outside or inside the opening aperture, up to 100% of the quoted fitting cost will be liable. The Company reserves the right to charge additional costs to The Customer for re-attending the site to complete works. If an opening has to be adjusted in any way to enable the goods to be fitted the making good of the structure is the responsibility of the customer.
- At site survey, should aperture(s) not be fully formed, The Company may agree at the request of The Customer / Contractor to proceed to manufacture frames where dimensions have been agreed where openings are not fully formed at site survey. The customer is liable for any additional costs that may be incurred as a result of the final formed apertures differing from that agreed at survey. Such costs may include costs for return visits should The Company be unable to complete an installation as planned.
- The site survey is intended purely to determine manufacturing sizes of all Goods. It is NOT a structural survey, and therefore no observations can be made about the structural integrity or requirements of the work.
- On completion of a fitting a demonstration of the operation will be made to The Customer where this is possible. We would recommend that The Customer is onsite for the completion of the installation and demonstration of the product(s).
- No further visits to site will be made to adjust any product without payment to the company.
- If a return visit to site is requested, a minimum payment will be made to The Company. This payment will be refunded if the company agrees that the responsibility of any works is theirs.
- The Company reserves the right to photograph the installation of the goods. The photographs remain the property of The Company who reserve the right to use the images in any company literature.

## Responsibility

- The Company's workmen are instructed to exercise due care and attention in completing their work and The Company will not accept responsibility for damage to the fabric or the contents of the buildings or the work of other trades however caused.
- The Company will not be liable for any damage caused to surrounding areas due to the removal of existing products OR charges incurred by The Customer arising from any goods or materials or work done proved to be defective or delayed and shall not be responsible for any additional overheads, administrative expenses, contractual penalties or other cost, claims and demands arising from The Customer's obligations to any third party and due indirectly or directly to any defects or delays in the goods or materials supplied or work done by The Company. The Customer accepts that it is their responsibility to insure against these risks.
- Any alleged shortage, delay, damage or defect shall not constitute valid grounds for The Customer to delay payment in respect of the goods delivered and for the avoidance of doubt The Customer shall be required to pay for all goods and material supplied.

## Quality

- The goods or materials supplied are on the basis that they conform to the written descriptions contained on the Order Confirmation. No warranty can be given that the goods or materials supplied conform to the sketch plans or drawings provided to The Company by The Customer or to illustrations or descriptions in catalogue or trade literature.
- In the event that The Company provides estimates of quantities or measurements on the basis of drawings and/or Bills of Quantities and/or specifications submitted by The Customer The Company shall exercise reasonable care in providing such but The Company accepts no liability for inaccuracies in the estimates or calculations.
- Any goods manufactured to the design or specification of The Customer or its experts or detail taken off plans supplied by The Customer are produced without warranty of any kind except their compliance with the design or specification.
- The Customer will unconditionally fully and effectively indemnify The Company in respect of any claim, cost or expenses, losses or demands resulting there from including the infringements of patent, copyright, design, trademark or any industrial or intellectual property rights resulting from The Company's use of the said design or specifications.
- Confirmed orders may be based on the plans and specifications supplied by The Customer to, but their configuration and specification will be as documented in the formal Order Confirmation.
- The Customer shall check the specification and quantities quoted and shall be deemed to have accepted the specification and quantity specified when placing the order. The Company will not accept responsibility for incorrect specification and quantity supplied by The Customer.
- The Customer is deemed to be fully conversant with the nature and performance of the goods and materials supplied to them including any harmful, hazardous or dangerous effects resulting from their usage or misuse and shall not be reliant in any way upon the advice, skill or judgement of The Company or its servants, agents or employees who are not authorised to make any representations concerning the goods whatsoever other than those confirmed by the Chairman or Director of The Company in writing.
- To the extent that any third party goods or services supplied to The Company validly excludes, restricts or limits its liability to The Company in respect of goods or materials supplied or any loss or damage arising in connection therewith then the liability of The Company to The Customer in respect of such goods and materials shall be correspondingly excluded, restricted or limited. The Customer shall be entitled to receive details of any such exclusion, restriction or limitation upon request to The Company.
- If the materials are supplied to The Customer of a specified grade no warranty is given that the grade will be suitable for the purposes required by The Customer.

## Warranty Conditions

All warranty claims should be notified to us in writing. You should do so promptly and in any event within 14 days of noticing the failure.

All warranties and guarantees are given subject to the following conditions:

- You must have paid the Price in full – any unpaid balances will invalidate the warranties.
- In respect of the warranties either we must have installed the Goods, or a professional and qualified installer must have installed the Goods following the manufacturer's recommendations;
- You must have used and maintained the Goods in accordance with the manufacturer's instructions, and not altered the Goods
- We shall be under no liability in respect of minor imperfections or cosmetic deterioration, caused by normal wear and tear, or environmental factors.

Formal hard copy warranty documentation will be sent out to you following the completion of the installation and receipt of full payment.

**Enforceability**

Should any provisions of these terms and conditions be held by a competent authority to be invalid or unenforceable in whole or in part then the validity of the remaining provisions shall not thereby be affected.

**Arbitration**

The Company or The Customer may give written notice to the other of any question, dispute or difference, which may arise between them in relation to, or in connection with the contract, and they shall have the right to arrange a meeting between each other to discuss such matters. In the event that such a meeting is not arranged the same shall be referred to the arbitration of a person mutually agreed upon or failing agreement within one calendar month of some person appointed by the President for the time being of the Institute of Arbitrators. The submission shall be deemed to be a submission within the meaning of the Arbitration Act 1950 or any other statutory modification or re-enactment thereof.

**Jurisdiction**

This contract shall in all respects be construed and operate as an English contract and in conformity with English Law and The Company and The Customer agree to submit to the jurisdiction of the English Courts.

**Renka Ltd**  
**14<sup>th</sup> March 2018**  
**34 - 36 New John Street West**  
**Birmingham**  
**West Midlands**  
**B19 3NB**