

Rooff Limited Conditions of Order

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions of Order, the following terms have the following meanings:
- "**Company**" means Rooff Ltd (company number 01269689) whose registered office is The Granary, 80 Abbey Road, Barking, London, IG11 7BT.
- "**Conditions**" means these Conditions of Order which are incorporated in the Purchase Order.
- "**Contract**" means the contract between the Company and the Supplier for the supply and purchase of the Goods in accordance with the terms of the Purchase Order and these Conditions.
- "**Goods**" means the goods (or any part of them) which are specified in the Purchase Order.
- "**Purchase Order**" means the purchase order issued by the Company to the Supplier.
- "**Supplier**" means the person, firm or company supplying the Goods to the Company, as identified in the Purchase Order.
- 1.2 In these Conditions:
- 1.2.1 any term importing gender includes any gender;
- 1.2.2 any term importing the singular includes the plural and vice versa;
- 1.2.3 a reference to a "person" includes a natural person, corporate body or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns;
- 1.2.4 any reference to a clause is a reference to such clause of these Conditions;
- 1.2.5 clause headings are for ease of reference only and shall not affect the interpretation of these Conditions; and
- 1.2.6 any reference to a statute or statutory provision includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation made under it.

2. THESE CONDITIONS

- 2.1 These Conditions apply to the Contract to the exclusion of any terms and conditions contained in any document produced by the Supplier, or which are implied by trade, custom, practice or course of dealing. If the Supplier's quotation is incorporated into the Contract, any reference in the Supplier's quotation to the Supplier's terms and conditions is of no effect and the Supplier acknowledges and agrees that his terms and conditions do not apply and are not incorporated into the Contract.
- 2.2 No amendment to these Conditions, including the introduction of any terms and conditions contained in any document produced by the Supplier, shall be valid unless agreed in writing and signed by a duly authorised officer of the Company.
- 2.3 The Purchase Order constitutes an offer by the Company to purchase the Goods from the Supplier in accordance with these Conditions. Commencement of the manufacture and/or supply of the Goods shall constitute acceptance by the Supplier of the Purchase Order and the terms of the Contract even if the Supplier has not confirmed acceptance of the Purchase Order.
- 2.4 The Company's rights and remedies under these Conditions are in addition to his rights and remedies implied by law.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods:
- 3.1.1 correspond with their description and any applicable specification identified in the Purchase Order;
- 3.1.2 comply with all relevant British Standards or EU equivalents and applicable laws and regulations;
- 3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication;
- 3.1.4 be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- 3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times he has and maintains all the licences, permissions, authorisations, consents and permits that he needs to carry out his obligations under the Contract in respect of the Goods.
- 3.3 The Company shall have the right to inspect and test the Goods at any time before delivery. If following such inspection or testing the Company considers that the Goods do not comply or are unlikely to comply with clause 3.1, the Company shall inform the Supplier and the Supplier shall take such remedial action as is necessary to ensure compliance. The Company shall have the right to conduct further inspections and tests after the Supplier has carried out his remedial actions.
- 3.4 Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Goods and any inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.5 No material modification to the Goods shall be made without the Company's prior written authorisation.

4. DELIVERY

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods and any special storage instructions; and
- 4.1.3 if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned at the cost of the Supplier.
- 4.2 Time for delivery of the Goods is of the essence. The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Purchase Order or, if no date is specified, on such date as is agreed by the parties;
- 4.2.2 to the location specified in the Purchase Order, or as otherwise agreed by the parties; and
- 4.2.3 during the Company's normal business hours, or as instructed by the Company.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the delivery location referred to in clause 4.2.2.
- 4.4 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle the Company to the remedies set out in clause 6.
- 4.5 If the Supplier delivers more or less than the quantity of Goods ordered, the Company may reject the Goods and the rejected Goods shall be returned at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5. TITLE AND RISK

- 5.1 Title to the Goods shall pass to the Company on completion of delivery as set out in clause 4.3 or upon payment being made, whichever is the earlier. The Supplier shall have no right to claim or retake possession of the Goods once title passes to the Company.
- 5.2 The Supplier warrants that he has full clear and unencumbered title to the Goods, and that at the date of delivery the Goods are free and clear of any lien, encumbrance or rights of any third party.
- 5.3 Risk of loss or damage to the Goods shall pass to the Company on completion of delivery as set out in clause 4.3.

6. COMPANY REMEDIES

- 6.1 If the Supplier fails to deliver the Goods by the agreed date, then without limiting any of his other rights or remedies, the Company shall have the right to any one or more of the following remedies at his discretion:
 - 6.1.1 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.1.2 to obtain alternative goods from other sources, in which case the Supplier shall pay to the Company any additional costs the Company incurs;
 - 6.1.3 where the Company has paid in advance for Goods which have not been delivered, to have such sums refunded by the Supplier;
 - 6.1.4 to terminate the Contract forthwith by serving notice on the Supplier;
 - 6.1.5 to claim damages for any costs, losses or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet the agreed date.
- 6.2 If the Supplier has delivered Goods which are defective and/or do not comply with clause 3.1 within 12 months of the date of completion of delivery as set out in clause 4.3 then, without limiting his other rights or remedies, the Company shall have the right to any one or more of the following remedies at his discretion, whether or not he has accepted the Goods:
 - 6.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's risk and expense, or require the Supplier to collect the Goods, in which case the Supplier shall provide a full refund of the price of those Goods (if paid);
 - 6.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.2.3 to require the Supplier to repair or replace the Goods, or to provide a full refund of the price of the Goods (if paid);
 - 6.2.4 to recover from the Supplier any costs incurred in obtaining substitute goods from a third party;
 - 6.2.5 to claim damages for any costs, loss or expenses incurred by the Company arising from the Supplier's failure to perform his obligations under the Contract.
- 6.3 If it is necessary to open up or dismantle any works or assemblies to permit any repair or replacement of Goods, the Supplier shall bear the cost of such opening up or dismantling and of re-assembly and making good after repairs and/or replacements of such Goods have been completed to the Company's reasonable satisfaction.
- 6.4 Goods repaired or replaced shall be subject to the provisions of this clause 6 for a period of 12 months from the date they were repaired or replaced.

7. PRICE

- 7.1 The price for the Goods shall be set out in the Purchase Order and shall be inclusive of every cost and expense the Supplier directly or indirectly incurs in connection with the manufacture and supply of the Goods (including packaging, storage, insurance and carriage), unless otherwise agreed in writing by the Company.
- 7.2 All prices are fixed and shall not be adjusted except as expressly agreed in writing by the Company.
- 7.3 Prices are exclusive of VAT unless expressly agreed otherwise.

8. PAYMENT

- 8.1 Unless otherwise agreed in writing, the Supplier shall invoice the Company in respect of Goods on or at any time after completion of delivery. Invoices shall state the Purchase Order number and be sent to the Company's registered office or such other address as may be stated in the Purchase Order.
- 8.2 The Company pay invoices net monthly.
- 8.3 Where any taxable supply for VAT purposes is made under the Contract by the Supplier, the Company 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 Goods at the same time as payment is due for the Goods.
- 8.4 The Company may at any time, without limiting any of his other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

9. INDEMNITY

- 9.1 The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages, losses and proceedings (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation, interest and penalties) suffered or incurred by the Company as a result of or in connection with:
 - 9.1.1 any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods;
 - 9.1.2 any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods which are attributable to the acts or omissions of the Supplier, his employees, agents or sub-contractors; and
 - 9.1.3 any claim made against the Company by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, his employees, agents or sub-contractors.

10. LIABILITY FOR BREACH

- 10.1 The Supplier acknowledges and agrees that where there is a breach of the Contract on the part of the Supplier, such breach may disrupt and/or delay the Company in performing obligations pursuant to a contract with a third party, thereby causing the Company to suffer and/or incur loss and/or damage which the Company shall be entitled to recover from the Supplier.
- 10.2 The Company shall have no liability to the Supplier for any loss of profit or indirect or consequential losses arising out of, under or in relation to the Contract.

11. INSURANCE

- 11.1 The Supplier shall hold and maintain product liability insurance in an amount of not less than £1,000,000 (or such other amount specified in the Purchase Order) for any one occurrence or series of occurrences arising out of any one event at all times until 6 years after the date of completion of delivery of the Goods as set out in clause 4.3.
- 11.2 The Supplier shall, both prior to commencing the performance of his obligations under the Contract and thereafter at such times as the Company may reasonably require, produce evidence of insurance for inspection by the Company.

12. CONFIDENTIALITY

- 12.1 The Supplier shall not at any time use or disclose to any person any confidential information concerning the Contract and/or the Goods, except as may be necessary for the performance of his obligations under the Contract, as the Company may allow in writing and as may be required by law.

13. SUSPENSION

- 13.1 The Company may without charge suspend the Contract for up to 90 days upon giving notice to the Supplier. Any dates for delivery shall be adjusted to reflect such suspension. Upon suspension, the Supplier shall be entitled to be paid for any Goods already properly delivered in accordance with the Contract. The Supplier shall resume performance of the Contract as soon as reasonably practicable after receiving notice to do so.
- 13.2 If a suspension lasts more than 90 days, the Supplier may submit to the Company a written request for the Contract to be resumed, and if no instructions to resume are given within 28 days after the Supplier's request, the Contract shall terminate.

14. TERMINATION

- 14.1 The Company may terminate the Contract in whole or in part at any time with immediate effect by giving the Supplier written notice, in which case the Company shall pay the Supplier for any Goods already properly delivered in accordance with the Contract, together with fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits, loss of contracts or any indirect or consequential loss.
- 14.2 Without limiting his other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 14.2.1 the Supplier commits a material breach of the Contract and fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - 14.2.2 the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that his conduct is inconsistent with having the intention or ability to perform the Contract;
 - 14.2.3 the Supplier suspends, or threatens to suspend, payment of his debts, or is unable to pay his debts as they fall due or admits inability to pay his debts, or (being a company) is deemed unable to pay his debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay his debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.2.4 the Supplier commences negotiations with all or any class of his creditors with a view to rescheduling any of his debts, or makes a proposal for or enters into any compromise or arrangement with his creditors other than (where the Supplier is a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 14.2.5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - 14.2.6 (being an individual) the Supplier is the subject of a bankruptcy petition or order;
 - 14.2.7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets;
 - 14.2.8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Supplier;
 - 14.2.9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;
 - 14.2.10 a person becomes entitled to appoint a receiver, or a receiver is appointed, over the Supplier's assets;
 - 14.2.11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which he is subject that has an effect equivalent or similar to any of the events listed in clause 14.2.3 to clause 14.2.10 inclusive; or
 - 14.2.12 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of his business.
- 14.3 Following termination of the Contract under clause 14.2, the Company shall pay the Supplier for any Goods already properly delivered in accordance with the Contract, but shall have no other liability of whatsoever nature to the Supplier under or in connection with the Contract.
- 14.4 Termination of the Contract shall not determine the operation of any provisions of the Contract which remain capable of operation after termination, or affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

15. FORCE MAJEURE

- 15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failing to perform, any of his obligations under it if the delay or failure results from an event, circumstance or cause beyond his reasonable control, including without limitation, fire, storm, flood, war, riot, civil commotion or terrorism ("**Force Majeure Event**").

- 15.2 If the Supplier is affected by a Force Majeure Event the Supplier shall give immediate notice in writing to the Company with full particulars. The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of his obligations.
- 15.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of his obligations for a continuous period of more than 30 working days, the Company may terminate the Contract immediately by giving written notice to the Supplier, in which case clause 14.3 shall apply.

16. ANTI-CORRUPTION AND ANTI-SLAVERY AND HUMAN TRAFFICKING

- 16.1 The Supplier shall comply with all applicable laws, statutes, regulations and codes relating to bribery, corruption and slavery and human trafficking, including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

17. ASSIGNMENT

- 17.1 The Company shall be entitled to assign the benefit of the Contract without the Supplier's consent.
- 17.2 The Supplier shall not assign, transfer or otherwise deal in any manner with his rights and benefits under the Contract.

18. NOTICES

- 18.1 Any notice to be given by the Supplier under the Contract shall be in writing and shall be delivered by hand or sent by first class post to the Company's registered office address, or such other address as may be notified by the Company in writing.
- 18.2 Any notice to be given by the Company under the Contract shall be in writing and may be delivered by hand or sent by first class post to the Supplier's registered office address, or such other address as may be notified by the Supplier in writing, and/or sent by email to the relevant Supplier email address stated in the Purchase Order or as otherwise notified by the Supplier in writing.
- 18.3 Notices shall be deemed to have been received, if delivered by hand, on the date and at the time of delivery, as evidenced by a signed delivery receipt, and if sent by first class post, at 9:00am on the second day after the date of posting (excluding Saturdays, Sundays and statutory holidays). Notices sent to the Supplier by email shall be deemed to have been received by the Supplier on the date and at the time of sending of the email.

19. DISPUTES AND GOVERNING LAW

- 19.1 Any dispute or difference between the Supplier and the Company under or in relation to the Contract shall be determined by litigation subject to the exclusive jurisdiction of the English courts, provided that nothing shall limit the right of either party to take proceedings in any other court of competent jurisdiction for the purposes of enforcing a judgment of the English courts.
- 19.2 The Contract shall be governed by and construed in accordance with English law.

20. SEVERANCE

- 20.1 If any court or other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall be deemed to be deleted or modified to the extent necessary to make it valid, legal and enforceable, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21. NO WAIVER

- 21.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of a right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. THIRD PARTY RIGHTS

- 22.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

23. ENTIRE AGREEMENT

- 23.1 The Contract constitutes the entire agreement and understanding between the parties in relation to its subject matter and supersedes all previous agreements (whether written or oral) between the parties relating thereto. The Supplier acknowledges that, in entering into the Contract, he has not relied on, and shall have no right or remedy in respect of, any written or oral statement, representation, misrepresentation, assurance or warranty (whether express or implied) other than as expressly set out in the Contract.