

T WORKSHOP LTD

TERMS AND CONDITIONS

These Terms and Conditions apply to the supply of Goods and/or Services by T Workshop Ltd, company no. 11446414. Please note, they apply to customers who are consumers (as defined by law) only to the extent permitted by law; they do not affect their statutory rights.

The Customer's attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

Conditions:	these terms and conditions as amended from time to time in accordance with clause 11.7.
Contract:	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer:	the person who purchases the Goods and/or Services from the Supplier.
Goods:	the goods (or any part of them) set out in the Order.
Order:	the Customer's order for the supply of Goods and/or Services, as set out in a purchase order or as given by the Customer's verbal or written acceptance of the Supplier's quotation (in which case the 'Order' shall be deemed to include the quotation).
Services:	the repair services to be supplied by the Supplier to the Customer as set out in the Order, or as amended under clause 6.2.
Supplier:	T Workshop Ltd registered in England and Wales with company number: 11446414, whose registered office is at The Shack Wash Lane, Mendlesham, Stowmarket, United Kingdom, IP14 5TD.

1.2 In these Conditions, a reference to a **'person'** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **'party'** includes its personal representatives, successors and permitted assigns. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue, unless agreed otherwise.

2.2 The Order shall only be deemed to be accepted when the Supplier accepts the Order, either by issuing written acceptance or by commencing work on the Order, at which point and on which date the Contract shall come into existence.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Goods - Delivery

3.1 The Goods are described in the Supplier's catalogue.

3.2 For the avoidance of doubt, references in this clause to **'delivery'** have the legal meaning of a transfer of possession of the Goods from the Supplier to the Customer.

3.3 Subject to any other delivery location being agreed by the Supplier, the Customer shall collect the Goods from the Supplier's premises at The Shack, Wash Lane, Mendlesham, Stowmarket, IP14 5TD (**Premises**) within

one week of the Supplier notifying the Customer that the Goods are ready. Subject to clause 3.5, delivery of the Goods shall be completed when presented to the Customer at the Premises (if being collected at the Premises) or on unloading (when being delivered somewhere other than the Premises).

- 3.4 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**) or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.5 Where Goods are to be collected from the Premises, if the Customer fails to take delivery of the Goods within one week of the Supplier notifying the Customer that the Goods are ready, delivery of the Goods shall be deemed to have been completed at 9.00 am that day, and the Supplier may invoice the Customer in accordance with clause 8. The Supplier shall store the Goods until collected, and charge the Customer for all related costs and expenses (including storage and insurance). If four weeks after the day on which the Supplier notifies the Customer that the Goods are ready for delivery the Customer has not collected them, the Supplier may resell or otherwise dispose of part or all of the Goods, and it shall not be obliged to refund any amount to the Customer.
- 3.6 Where Goods are to be delivered to a location other than the Premises, the Customer shall ensure that it is available to accept delivery at a time specified by the Supplier or courier. The Customer shall be responsible for any additional delivery or storage costs incurred as a result of it not being available to accept delivery.
- 3.7 The Supplier may deliver the Goods by instalments. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. Goods – Quality (Including Returns Policy)

- 4.1 The Supplier warrants that on delivery, Goods shall conform in all material respects with their description and be free from material defects in design, material and workmanship.
- 4.2 The warranty in clause 4.1 is additional to any guarantee given by the manufacturer of any new Goods, if applicable.
- 4.3 Subject to clause 4.4, if within six months' of delivery:
- 4.3.1 the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;
 - 4.3.2 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 (to be refunded by the Supplier if the Goods are found to be defective); and
 - 4.3.3 the Supplier is given a reasonable opportunity of examining such Goods, and finds them to be defective;

the Supplier shall, where defective Goods are returned within **30 days** of delivery, refund the price of the defective Goods. Where defective Goods are returned in the period between **31 days and 6 months** after delivery, the Seller shall at its option, repair or replace the defective Goods, or (if the defective Goods cannot be repaired or replaced) refund the price of the defective Goods in full. These Conditions shall also apply to any repaired or replacement Goods so supplied by the Supplier.

- 4.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:
- 4.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.3.1;
 - 4.4.2 the defect arises because the Customer failed to follow the Supplier's or 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 regarding the same;
 - 4.4.3 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 4.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

4.4.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6 The Supplier may, at its discretion, accept the return of and refund the price of non-defective Goods within 7 days of delivery to the Customer, provided the Goods have not been used and all packaging is intact, and the Supplier is otherwise content, following inspection, to accept the return of the Goods. In such cases the Customer shall be responsible for all costs of returning the Goods to the Supplier.

4.7 The Supplier may, at its discretion, accept the return of goods which have been used and partially refund the price of non-defective Goods within 7 days of delivery to the Customer. The Supplier will deduct 25% from the refund in order to service and check the used Goods. In such cases the Customer shall be responsible for all costs of returning the Goods to the Supplier.

5. Goods – Passing of Title and Risk to the Customer

5.1 The risk in the Goods shall pass to the Customer on completion of delivery. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

5.2 Until title to the Goods has passed to the Customer, the Customer shall:

5.2.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

5.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

5.2.3 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;

5.2.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1; and

5.2.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.

5.3 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession and, if the Customer fails to do so promptly, enter the Customer's premises in order to recover them.

6. Services

6.1 The Supplier shall supply the Services to the Customer in accordance with their description, as set out in the Order, in all material respects, subject to clause 6.2. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

6.2 The Supplier reserves the right to amend the Services, or to discontinue the Services, if in undertaking the Services it considers that the Services as originally set out in the Order will not adequately repair the Customer's equipment. The Supplier shall notify the Customer in any such event. Reference to '**Services**' shall be deemed to include any such amendment.

6.3 Parts or materials used to deliver the Services shall be subject to the same terms as Goods set out in clauses 4.1 to 4.5, except that the Customer must notify the Supplier of any defect in such part or material within 14 days (not six months), and clause 5. For the avoidance of doubt, the warranty in clause 4.1 in this context relates only to the parts or materials provided by the Supplier. The Supplier makes no warranty more generally in respect of the item(s) to be repaired/reconditioned under the Services.

6.4 Any dates given for completion of the Services shall be estimates only and time shall not be of the essence for the performance of the Services.

6.5 The Customer must inform the Supplier within 14 days of completion of the Services if it believes there has been a breach of clause 6.1 and deliver the item(s) to which the Services relate to the Supplier so that it may inspect them. If the Supplier agrees that there has been a breach, the Customer shall give the Supplier an opportunity to repeat performance of the Services to rectify the breach.

6.6 If the Customer fails to collect the item(s) to which the Services relate at the Premises within one week of the Supplier notifying the Customer that the Services have been completed, the Supplier may at its discretion charge the Customer a reasonable fee for storage and all related costs and expenses (including insurance). If after eight weeks and two reminders in writing, the Supplier may deem the item(s) to have been abandoned and dispose of them at its discretion.

7. Customer's Obligations

7.1 The Customer shall:

7.1.1 ensure that it reads and complies with any guidance and instructions relating to Goods which are issued by the Supplier or the manufacturer;

7.1.2 ensure that the terms of the Order and any information it provides in relation to the Goods and/or Services are complete and accurate;

7.1.3 in respect of any Services, 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, and otherwise co-operate with the Supplier in all matters relating to the Services;

7.1.4 if necessary to perform the Services, provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises as reasonably required by the Supplier to provide the Services, and prepare the Customer's premises for the supply of the Services;

7.1.5 when Services are delivered at the Customer's premises, keep all equipment and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

7.1.6 comply with all applicable laws, including health and safety laws.

7.2 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**):

7.2.1 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;

7.2.2 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 7.2; and

7.2.3 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.

8. Charges and Payment

8.1 The price for Goods 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. The price shall be exclusive of all costs and charges of transport, packaging and insurance of the Goods (if applicable), which shall be invoiced to the Customer. The Supplier shall invoice the Customer for Goods on or at any time after completion of delivery.

8.2 The charges for Services (and any parts or materials used or provided in connection with them) shall be made on a time and materials basis, as set out in the Order, as it may be amended under clause 6.2. The Supplier shall invoice the Customer on completion of the Services.

8.3 The Customer shall pay each invoice submitted by the Supplier in full within 30 days of the date of the invoice, either by payment in person at the Premises, or in cleared funds to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.

8.4 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**), which shall be paid by the Customer at the same time as payment is due for the supply of the Services or Goods.

8.5 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 10, the Customer shall pay a surcharge of £25, plus interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5 will accrue each day at a monthly interest rate of 2.5%.

8.6 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).

9. Limitation of Liability: The Customer's Attention Is Particularly Drawn to this Clause.

9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; 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 defective products under the Consumer Protection Act 1987.

9.3 If the Supplier fails to deliver Goods, its liability shall be limited to the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event (as defined in clause 3.4) or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9.4 Subject to clause 9.2, 9.3 and 9.5, the Supplier's total liability to the Customer shall not exceed the total price of the Goods or Services.

9.5 This clause 9.5 sets out specific heads of excluded loss and exceptions from them. The following types of loss are wholly excluded: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

9.6 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 4 and clause 6. 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.

9.7 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 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 takes any step or action in connection with a winding up or its entering administration, provisional liquidation or any composition or arrangement with its creditors or having a receiver appointed to any of its assets or ceasing to carry on business.

10.2 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 the Customer fails to pay any amount due under the Contract on the due date for payment, or its financial position appears reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10.3 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 events listed in clause 10.1 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

10.4 On termination of the Contract:

10.4.1 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

10.4.2 the Customer shall return any Supplier Materials 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.

10.5 Termination or expiry of the Contract 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.

10.6 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.

11. General

11.1 **Assignment and other dealings.** The Supplier may at any time, but the Customer shall not 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.

11.2 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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). Any notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; or 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. This clause 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.

11.3 **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 relevant clause or the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 11.3 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.

11.4 **Waiver.** 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 **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.

11.6 **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.

11.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing by the parties (or their authorised representatives).

11.8 **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, and that the courts of England and Wales shall have exclusive jurisdiction.