TRIMFORM STEADMANS ROOFING & CLADDING UNITED ROOFING PRODUCTS SIG BUILDING SOLUTIONS

Application for Credit Account

PLEASE COMPLETE IN BLOCK CAPITALS IN BLACK INK AND ATTACH LETTERHEAD OR OFFICIAL PURCHASE ORDER

COMPANY DETAILS

COMPANY NAME / LEGAL ENTITY:

TRADING NAME IF DIFFERENT:

IS YOUR COMPANY A:
- SOLE PROPRIETORSHIP ☐
- PARTNERSHIP ☐
- LTD COMPANY ☐
- OTHER (PLEASE SPECIFY BELOW)

DATE OF INCORPORATION / TIME TRADING:

COMPANY REGISTRATION NO:

VAT REGISTRATION NO:

PARENT COMPANY NAME:

PARENT COMPANY REGISTERED NUMBER:

NATURE OF BUSINESS:

NUMBER OF EMPLOYEES:

TURNOVER & DATE OF LAST YEAR END:

STATEMENT / INVOICE ADDRESS:

POSTCODE:

TEL NO:

FAX NO:

MOBILE:

EMAIL:

LENGTH OF TIME AT THIS ADDRESS:

PREVIOUS ADDRESS, IF LESS THAN 3 YEARS AT PRESENT ADDRESS:

TRADING ADDRESS (IF DIFFERENT FROM ABOVE):

CREDIT APPLICATION DETAILS

CREDIT LIMIT REQUIRED:

ACCOUNTS CONTACT:

DO YOU WISH TO ACCEPT ELECTRONIC INVOICES & STATEMENTS? YES ☑ NO ☐

BY EMAIL ☐ ADDRESS:

BY FAX ☐ NUMBER:

PAYMENT METHOD:
- BACS ☐
- CHEQUE ☐
- CASH ☐
- CREDIT CARD ☐

HAVE YOU HAD AN ACCOUNT WITH US PREVIOUSLY?
IF YES, UNDER WHAT NAME?:

SOLE PROPRIETORS / PARTNERS / DIRECTORS DETAILS

NAME: DOB:

HOME ADDRESS:

POSTCODE:

TEL NO:

MOBILE:

PREVIOUS ADDRESS IF LESS THAN 3 YEARS AT PRESENT ADDRESS:

NAME: DOB:

HOME ADDRESS:

POSTCODE:

TEL NO:

MOBILE:

PREVIOUS ADDRESS IF LESS THAN 3 YEARS AT PRESENT ADDRESS:

NAME: DOB:

HOME ADDRESS:

POSTCODE:

TEL NO:

MOBILE:

PREVIOUS ADDRESS IF LESS THAN 3 YEARS AT PRESENT ADDRESS:

HAVE ANY OF THE PRINCIPALS / DIRECTORS / PARTNERS / PROPRIETORS BEEN INVOLVED IN ANY KIND OF INSOLVENCY PROCESS (INCLUDING BUT NOT LIMITED TO IVA / CVA / ADMINISTRATION) OR HAD A COUNTY COURT JUDGMENT REGISTERED AGAINST THEM? IF YES THEN PLEASE GIVE DETAILS:

BANK DETAILS

BANK NAME:

ADDRESS & POSTCODE:

SORT CODE:

BANK ACCOUNT NO:

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CONTACT DETAILS FOR MARKETING PURPOSES

From time to time, we and other members of the SIG group would also like to use the contact information you provide to inform you about our products, services, benefits and promotions that we think may be of interest to you.

Please send me information about your products, services, benefits and promotions via the indicated methods below:

Email ☐ **Phone** ☐ **SMS** ☐ **Post** ☐

Cladding & Sheeting ☐ **Metal Framing** ☐ **All** ☐

Please tick all applicable boxes to indicate your preferred method (s) for receiving communications, what you would like us to contact you about and provide the contact details for the proposed recipient.

Name:			
Address, including postcode, if different from Statement/Invoice address:	Address:		
		Postcode:	
Tel No:	Mobile:	Email:	

Your consent is voluntarily and you are under no obligation to consent. Even if you consent, you can subsequently withdraw consent at any time by contacting the relevant marketing department (although this will not affect any uses of your personal information prior to withdrawal). Please note that if you do not consent, or if you subsequently withdraw consent, we will be unable to send you more information about our products, services, benefits and promotions.

Data Protection & Money Laundering (Fair Processing) Notice:

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity. We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at http://www.experian.co.uk/crain/index.html.

For further information about how we process and protect your personal information and how you may exercise your data protection rights, please see our Privacy Notice at http://www.sigplc.com/~/media/Files/S/SIG-Corp/SIG%20Privacy%20Notice%20March%202019.pdf

CURRENT TRADE REFERENCES (PLEASE SUPPLY TWO TRADE REFERENCES)

NAME:	NAME:
ADDRESS: POSTCODE:	ADDRESS: POSTCODE:
TEL NO: FAX NO:	TEL NO: FAX NO:

Declaration: By signing this agreement you confirm that you have read, understood and accept our standard terms and conditions of sale as attached and you accept that in consideration of our agreement to supply goods to the applicant company on credit terms you the undersigned being directors/proprietors and authorised representative(s) of the applicant company agree jointly and severally to guarantee payment of all the financial obligations due to us including any financial obligations arising from any changes in credit limit made to the credit account granted by us from time to time.

SIGNED:	SIGNED:	SIGNED:
FULL NAME (please print):	FULL NAME (please print):	FULL NAME (please print):
POSITION:	POSITION:	POSITION:
DATE:	DATE:	DATE:

BRANCH USE ONLY

SALESPERSON:

IN HOUSE ☐ Salesperson's Initials..... (please obtain from office manager)
RSM ☐

REGION:

CENTRAL & WEST	☐	NORTH EAST	☐
SCOTLAND NORTH	☐	CENTRAL & SOUTH EAST	☐
SCOTLAND	☐	SOUTH WEST	☐
NORTH WEST	☐	IRELAND	☐

GROUP:

CAPITAL	☐	INTERCOMPANY	☐
CASH	☐	OTHER	☐

REQUESTED BY:

CREDIT SERVICES USE ONLY:

CREDIT LIMIT APPROVED

AUTHORISATION

DATE:	TERMS:

ACCOUNT NO:

AUTHORISATION NOTES:

PLEASE RETURN THIS FORM TO YOUR LOCAL BRANCH

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Ancillary Design Services: the provision of advice by the Seller to the Buyer relating to Goods where the Contract does not include Design Services.

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Buyer: the person, firm, or company who purchases the Goods and/or Design Services from the Seller.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Contract: the contract between the Seller and the Buyer for the supply of Goods and/or Design Services or other services (where applicable) in accordance with these Conditions.

Contract Price: the price of the Goods and/or Design Services invoiced by the Seller to the Buyer in accordance with clause 10.3.

Design Services: the provision of advice by the Seller to the Buyer and/or the preparation by the Seller of, without limitation, designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets etc. excluding any Ancillary Design Services.

Force Majeure Event: has the meaning given to it in clause 15.1.

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

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Buyer's order for the supply of Goods and/or Design Services, as set out in the Buyer's purchase order form.

Order Acknowledgement: written confirmation of the contents of the Order issued to the Buyer by the Seller.

Seller: Building Solutions (National) Ltd, its successors or assigns.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or to instruct Design Services in accordance with these Conditions.

2.2 The Contract shall only be formed when the Seller issues an Order Acknowledgement at which point and on which date the Contract shall come into existence. Where there is a discrepancy or divergence between the Order and the Order Acknowledgement, the Order Acknowledgement shall prevail.

2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Seller and any descriptions of the Goods contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate (including in any Order), or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Seller shall not constitute an offer, and shall be for the current price and strictly limited to the type and quantity of Goods as stated in the quotation.

2.7 In the event that the Buyer cancels an Order or terminates any Contract under which Goods have been manufactured or modified to the Buyer's design the Buyer shall, without prejudice to any other rights or remedies of the Seller, pay to the Seller the full price for such Goods on cancellation or termination (as the case may be).

3. GOODS

3.1 The Goods are described in the Seller's catalogue as modified by any applicable specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer (including in respect of any Design Services), the Buyer shall indemnify the Seller 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 and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Seller, its employees or agents are not authorised to make any representations concerning the Goods unless Design Services are specifically provided (and in which case any representations shall be strictly limited to the Design Services provided to the Buyer by the Seller). The Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations where the Seller did not provide Design Services relating to the Goods supplied.

3.4 The Seller is unable to advise the Buyer on the fitness of the Goods for any particular purpose, their storage or application. Unless the Seller gives written advice or a written recommendation, the Buyer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise or by obtaining professional advice.

3.5 The Seller reserves the right to amend the specification if required by any applicable statutory or regulatory requirements. Dimensions and other physical properties of the Goods are subject to reasonable manufacturing tolerances.

4. DELIVERY OF GOODS

4.1 The Seller shall ensure that: (a) each delivery of the Goods is accompanied by a delivery note; and (b) if the Seller requires the Buyer to return any packaging material to the Seller, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as the Seller shall reasonably request. Returns of packaging materials shall be at the Seller's expense.

4.2 The Seller shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Seller notifies the Buyer that the Goods are ready. Delivery shall be as near as possible to the Delivery Location, where the Seller believes that such place is suitable for unloading during the normal working hours of the Seller on a Business Day.

4.3 Where the Goods are delivered by the Seller, delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. The Buyer shall be solely responsible for the unloading of the Goods and the Seller shall not be liable for any damage that occurs during such unloading. In the event that the same exceeds a period of one hour then demurrage may be charged by the Seller to the Buyer.

4.4 Where the Goods are collected by the Buyer then delivery of the Goods shall be completed upon completion of the loading of the Goods. The Seller shall not be liable for any damage that occurs during the loading or unloading of the Goods.

4.5 Any claims by the Buyer in respect of alleged shortage or damage or loss in transit must be notified to the Seller within 48 hours of delivery and confirmed in writing within three days of delivery taking place. Any evident damage to external packaging must be he subject of an endorsement on the Seller's delivery note at the time of delivery. No claim can be made by the Buyer under this clause if an acceptance note relating to the Goods has been signed by the Buyer or his agent or employee without reference to the alleged damage, shortage or loss in transit.

4.6 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods.

4.7 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.8 If the Buyer fails to accept or take delivery of the Goods within seven Business Days of the Seller notifying the Buyer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Seller's failure to comply with its obligations under the Contract in respect of the Goods: (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the Business Day following the day on which the Seller notified the Buyer that the Goods were ready; and (b) the Seller shall store the Goods until delivery takes place, and charge the Buyer on an indemnity basis for all related costs and expenses (including insurance).

4.9 If 28 days after the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not accepted or taken delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

4.10 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

4.11 The Seller shall be under no obligation to make any delivery of Goods to the Buyer if the Buyer is in breach of any of these Conditions.

5. QUALITY OF GOODS

5.1 The Seller warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Goods shall: (a) be as described in the Seller's catalogue or in any specification as appropriate; (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 if: (a) the Buyer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; (b) the Seller is given a reasonable opportunity of examining such Goods; and (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost, then the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Seller shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.2; (b) the defect arises because the Buyer failed to follow the 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 Seller following any drawing, design or specification supplied by the Buyer; (d) the Buyer alters or repairs such Goods without the written consent of the Seller; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or (f) the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or (g) the Buyer has not paid in full for the Goods.

5.4 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Seller under clause 5.2.

6. RETURNS

6.1 Goods returned at the Buyer's request not on the Seller's own vehicle shall be at the Buyer's risk regarding insurance for a value not less than the full invoice price.

6.2 Subject to clause 5, specifically ordered or non-stock items are not returnable, and all other returns must be sanctioned by the Seller prior to Goods being returned.

6.3 Costs of collection and re-delivery of replacement items will be met by the Buyer unless attributable to the negligence of the Seller. Only Goods returned in saleable condition can be accepted for credit. The Seller reserves the right to levy a re-stocking and handling charge. All returns must be sanctioned by the Seller prior to Goods being brought back.

7. TITLE AND RISK

7.1 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for: (a) the Goods (and where applicable the Design Services); and (b) any other goods that the Seller has supplied to the Buyer.

7.2 Until title to the Goods has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery; (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 13.1; and (f) give the Seller such information relating to the Goods as the Seller may require from time to time, but the Buyer may resell or use the Goods in the ordinary course of its business provided that any such sale of the Goods shall take place as the Seller's bailee and that the entire proceeds of sale are held in trust for the Seller and shall not be mingled with other monies or paid into any overdrawn bank account.

7.3 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

8. BUYER'S OBLIGATIONS

The Buyer shall: (a) ensure that the terms of the Order and any specification are complete and accurate; and (b) in the event that the Goods do not accord with the Order, the Buyer must notify the Seller within 24 hours from the date of delivery and be confirmed in writing to the Seller within three days, failing which the Buyer will be deemed to have accepted the Goods.

9. DESIGN SERVICES & ANCILLARY DESIGN SERVICES

9.1 The Seller shall use reasonable skill and care in the preparation and completion of any and all Design Services.

9.2 The Seller shall be entitled to rely upon any designs or other information contained in, or referred to in, documents prepared by or on behalf of the Buyer whether contained within the Order, any specification provided by the Buyer, or provided after the date of the Order ("**Buyer's Design**") and the Seller shall not be responsible for the Buyer's Design or the impact/effect of any defect, divergence or discrepancy caused by the Buyer's Design on the Design Services.

9.3 Where the Seller is responsible for Design Services the Seller shall take out and maintain a professional indemnity insurance policy with limits of indemnity in an amount which the Seller considers appropriate (at the Seller's absolute discretion) from commencement of the Design Services and ending 6 years the earlier of completion of the Design Services and termination of the Contract.

9.4 The Seller makes no representations or warranties whatsoever, and disclaims all liability or responsibility for any representation, warranty, statement, or information made or communicated (orally or in writing) to the Buyer in respect of any Ancillary Design Services.

10. CHARGES AND PAYMENT

10.1 The price for Goods and/or Design Services shall be the price set out in the Order Acknowledgement or, if no price is quoted, the price set out in the Seller's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods which shall be paid by the Buyer when it pays for the Goods.

10.2 The Seller reserves the right to increase the price of the Goods by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to: (a) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Buyer to change the delivery date(s), the number of deliveries, quantities or types of Goods ordered, or any specification; or (c) any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.

10.3 The Seller shall invoice the Buyer on or at any time after completion of delivery of the Goods or completion of the Design Services.

10.4 The Seller shall have the right to invoice the Buyer by e-mail where the Buyer has consented to invoices being submitted in this manner. Where invoices are sent out using electronic mail they will be deemed to have been received by the Buyer on the date when they are sent provided that the electronic mail is transmitted between the hours of 9.00am and 5.00pm on a Business Day. If the invoice is sent by e-mail from the Seller to the Buyer outside of the above times then the Buyer will be deemed to have received the invoice on the next Business Day.

10.5 The Buyer shall pay each invoice submitted by the Seller: (a) by the end of the month following the month of issue of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by the Seller,
and time for payment shall be of the essence of the Contract.

10.6 All amounts payable by the Buyer 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 Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Design Services at the same time as payment is due for the same.

10.7 Without limiting any other right or remedy of the Seller, if the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment ("Due Date"), the Seller shall have the right to charge interest on the overdue amount at the rate of 2% per month of the Contract Price from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.

10.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

10.9 Non-payment by the Buyer by the Due Date shall entitle the Seller to demand payment of all outstanding balances under the Contract or any other contract or agreement between the parties whether due or not and to cancel forthwith any outstanding orders and credit facilities without prejudice to all other rights the Seller may have.

10.10 The Buyer must pay to the Seller all and any reasonable expenses and legal costs incurred by the Seller in taking any steps, including Court action, to enforce the Buyer's obligations under the Contract for the payment of any monies owed by the Buyer to the Seller.

11. CONFIDENTIAL INFORMATION

Neither party shall during and after termination of this Contract, without the prior written consent of the other party use or disclose to any other party any information of the other party which is identified as confidential or which is confidential by its nature. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude the Seller's liability 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); (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); (e) defective products under the Consumer Protection Act 1987; or (f) any other liability which cannot be excluded as a matter of law.

12.2 Subject to clause 12.1: (a) the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss or chance, loss of business, loss of goodwill or any indirect or consequential loss arising under or in connection with the Contract; and (b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Contract Price.

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the Buyer defaults in any of its payment obligations; (b) the Buyer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach; (c) any distress or execution is levied upon any assets of the Buyer; (d) a winding up petition is filed in relation to the Buyer, or where the Buyer is an individual, they become subject to a bankruptcy petition or order; (e) the Buyer makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Buyer; (f) the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller the capability of the Buyer adequately to fulfil its obligations in accordance with the Contract has been placed in jeopardy; or (g) the Buyer suspends, or threatens to suspend, payment of its debts and/or threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.

13.2 Without limiting its other rights or remedies, the Seller may terminate the Contract: (a) by giving the Buyer 14 days' written notice; or (b) with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, the Seller shall have the right to suspend all further deliveries of Goods and/or Design Services under the Contract or any other contract between the Buyer and the Seller if: (a) the Buyer fails to pay any amount due under this Contract on the due date for payment; (b) the Buyer becomes subject to any of the events listed in clause 13, or the Seller reasonably believes that the Buyer is about to become subject to any of them; or (c) the Buyer's credit facility with the Seller has been suspended or paused by the Seller.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason: (a) the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest; (b) the accrued rights and remedies of the Seller as at termination shall not be affected, 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; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. GENERAL

15.1 Force majeure:

(a) For the purposes of this Contract, "Force Majeure Event" means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or by any failure of the Seller's suppliers or subcontractors to supply or provide service to (or on behalf of) the Seller.

(b) The Seller shall not be liable to the Buyer for any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Seller from providing any of the Goods and/or Design Services for more than 14 days, the Seller shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.

15.2 Assignment and subcontracting:

(a) The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Data and Data Protection:

(a) The Seller may use any information that the Buyer has provided to the Seller to enable a search to be made with credit reference agencies to assess the creditworthiness of the Buyer and to search against any personal credit records of all directors and/or proprietors of the Buyer (in respect of which the Buyer confirms that all necessary consents from the individuals have been obtained) where the Buyer has sought or has entered into credit terms with the Seller. Such searches may include a search against current or previous addresses in the last three years.

(b) For the purposes of credit referencing, fraud prevention and any money laundering regulations that may apply, the Seller may share the account information and trade history with other lenders, telecommunication companies and credit reference agencies. The Seller may from time to time review the account of the Buyer, and further searches of credit reference agencies and/or personal credit record searches may be undertaken by the Seller.

(c) Under the Data Protection Act 2018 and the General Data protection Regulations those individuals referred to at clause 15.3(a) above have the right to apply for a copy of the information about them held by the Sell and have the right to correct any inaccuracies in any such information held by contacting: dataprotection@sigplc.co.uk.

15.4 Waiver and cumulative remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Seller in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.5 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Seller.

15.9 Disputes: where this Contract is a 'construction contract' for the purposes of section 104 of the Construction Act either party may refer any dispute or difference arising under this agreement to adjudication. The adjudication procedures and the agreement for the appointment of an adjudicator shall be as set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended). The nominating body shall be the Royal Institute of Chartered Surveyors (RICS) or any successor organisation.

15.10 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.