

ROOFSPACE SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE

1 Definitions

- 1.1 'Additional Items of Work' shall bear the meaning set out in paragraph 4.3.
- 1.2 'Building' means the building or buildings, fixtures or fittings situated on Site and forming the subject of the Work.
- 1.3 'Contract Sum' shall bear the meaning set out in paragraph 13.
- 1.4 'Customer' means the party with whom Roofspace contracts to supply goods or materials and/or provide services in accordance with these terms and conditions.
- 1.5 'Date of Commencement' shall bear the meaning set out in paragraph 2.3.1.
- 1.6 'Date of Completion' shall bear the meaning set out in paragraph 2.3.2.
- 1.7 'Fixed Price Period' shall mean the period from the date of this agreement to the date specified in the Quotation Specific Conditions.
- 1.8 'Order' shall bear the meaning set out in paragraph 3.
- 1.9 Quotation Specific Conditions' shall mean terms and conditions expressly stated in the Quotation and additional to the terms and conditions set out herein.
- 1.10 'Quotation' shall bear the meaning set out in paragraph 2.
- 1.11 'Relevant Period' means the period between the Date of Commencement and the Date of Completion.
- 1.12 'Requisite Consent' means all permissions, consents, approvals, certificates, permits, licenses, statutory agreements and authorisations required by the law and all necessary consents and agreements from third parties to carry out the work in accordance with this Contract
- 1.13 'Retention' shall bear the meaning set out in paragraph 16.
- 1.14 'Roofspace' means Saint-Gobain Construction Products UK Limited trading as Roofspace Solutions; References to Roofspace include its officers, employees or agents.
- 1.15 'Roofspace Products' means either the I-Roof or I-House system or both of them.
- 1.16 'Site' means the land or any part thereof in which the Building is situated.
- 1.17 'Work' shall mean the supply of goods and/or materials and the provision of services provided by Roofspace to the Customer and more particularly defined by Quotation Specific Conditions.

2 Quotations

- 2.1 Any written quotation provided by Roofspace to the Customer ('the Quotation') shall incorporate these standard terms and conditions and Quotation Specific Conditions.
- 2.2 Quotation Specific Conditions shall specify, amongst other things:
 - 2.2.1 Whether Roofspace or the Customer unloads deliveries at Site;
 - 2.2.2 Whether Roofspace or the Customer shall dispose of materials from the Building and or the Site;
 - 2.2.3 The Contract Sum;
 - 2.2.4 Whether the Customer is entitled to withhold a Retention and, if so, the amount of such Retention; and
 - 2.2.5 The Installation Defects Liability Period.
- 2.3 Quotation Specific Conditions shall request:
 - 2.3.1 The date when the Work is to commence ('the Date of Commencement');
 - 2.3.2 The date when the Work is to be completed ('the Date of Completion'); and
 - 2.3.3 Whether Roofspace is to receive payment by instalments based on either a site measure or on the basis of stage applications and, if by stage applications, the amount of each stage application.

- 2.4 Quotation Specific Conditions may request the Customer to provide trade references and/or a payment on account and, if so, the Customer shall comply with such request within 14 days of the date of the Quotation.
- 2.5 Roofspace may alter or amend the Quotation including the Quotation Specific Conditions and, if it does so, Roofspace shall give the Customer written notice of such alteration or amendment.

3 Orders

- 3.1 Any order provided by the Customer to Roofspace shall constitute an offer from the Customer to Roofspace incorporating these standard terms and conditions and any Quotation Specific Conditions expressly set out in the Quotation ('the Order').
- 3.2 To the extent that any term or condition proposed by the Customer in the Order or otherwise at any time is inconsistent or in conflict with these terms and conditions or the Quotation Specific Conditions that term or condition shall not form part of any contract between Roofspace and the Customer.
- 3.3 The Order shall:
 - 3.3.1 Give proper and reasonable notice to Roofspace specifying the Date of Commencement which shall not be less than 14 days from the date of the Customer's Order;
 - 3.3.2 Specify the Date of Completion;
 - 3.3.3 Be accompanied with all preparatory work including schedules of materials, drawings, specifications, a programme of works and details of work to be undertaken by third parties on Site and on the Building; and
 - 3.3.4 Specify whether Roofspace is to receive payment by instalments based on either a site measure or on the basis of stage applications and, if by stage applications, the amount of each stage application.
- 3.4 If the Customer varies its Order prior to Roofspace's acceptance:
 - 3.4.1 The Customer shall notify Roofspace in writing immediately and shall provide Roofspace with all amended schedule of materials, drawings, specifications, programme of works and details of work to be undertaken by third parties on Site and on the Building; and
 - 3.4.2 Roofspace may alter or amend the Quotation including the Quotation Specific Conditions and, if it does so, Roofspace shall give the Customer written notice of such alteration or amendment.

4 Acceptance

- 4.1 Roofspace shall confirm in writing receipt of the Customer's Order and such confirmation shall be deemed to be Roofspace's acceptance of the Customer's offer.
- 4.2 Roofspace is under no obligation to accept an Order.
- 4.3 Without prejudice to paragraph 14, where Roofspace's Quotation does not include or expressly excludes an item of work which is included in the Customer's Order ('Additional Items of Work'), those Additional Items of Work are not to be treated as included in the Quotation and the Customer shall pay Roofspace a reasonable sum for undertaking the additional Items of Work in addition to the Contract Sum.
- 4.4 If the Customer varies the Work after Roofspace's acceptance but before the Date of Commencement:
 - 4.4.1 The Customer shall notify Roofspace in writing immediately and shall provide Roofspace with all amended schedule of materials, drawings, specifications, programme of works and details of work to be undertaken by third parties on Site and on the Building; and

4.4.2 Roofspace may alter or amend the Contract Sum and, if it does so, Roofspace shall give the Customer written notice of such alteration or amendment.

5 Cancellation

5.1 The Customer shall not be permitted to cancel any Order which has been accepted by Roofspace without legal justification.

6 Delivery & Installation

6.1 Delivery will be effected when the Goods leave our premises whether carried by Roofspace or an independent carrier.

6.2 Delivery dates are given in good faith, but are estimates only.

6.3 Time for delivery shall not be of the essence of the Contract.

6.4 For the avoidance of doubt, and without detracting from any other provisions of these Terms, Roofspace shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time – whether such delay or failure is caused by our negligence or otherwise howsoever.

6.5 The price agreed includes our normal delivery charges but Roofspace may make an additional charge if Roofspace incur further costs or expense such as (but not limited to):

i) complying with your request for delivery outside our normal delivery pattern or trading by instalments,

ii) complying with your request to deliver on a smaller vehicle due to site transport restrictions

6.6 If You fail to take delivery, accept or collect the Goods within the agreed time, in our discretion, We may make an additional charge, invoice You for the Goods, or treat the Contract as repudiated and, in any case, recover our losses from You.

6.7 You will indemnify Roofspace in respect of all costs, claims, losses or expenses Roofspace may incur as a result of delivery in accordance with your instructions. This indemnity will be reduced in proportion to the extent that such costs, losses, claims or expenses are due to our negligence.

6.8 The supply and fitting of the Roofspace Products as detailed in the final design and final quotation is subject to weather conditions and Your compliance with Clause 20.3. We accept no liability whatsoever for delay or failure to supply and/or fit the Roofspace Products due to unsuitable weather conditions or Your failure to comply with Clause 20.3. However, We will endeavour to give You as much notice as possible of any changes in or delays to the fitting of the Roofspace Products caused by weather conditions or failure by You to comply with Clause 20.3.

6.9 You shall permit Roofspace (or procure that We are entitled) to use the Site (at no additional cost) for any purposes required for the operation of, or compliance with Our obligations under, this Contract including, but not limited to, the installation of the Roofspace Products; erection of scaffolding, towers, platforms, walkways and other temporary works and structures; storage of Goods, tools and equipment.

7 Inspection

7.1 You shall inspect the Goods at the place and time of unloading or installation.

7.2 You must advise Roofspace by telephone immediately and give Roofspace written notice within five working days of installation of any claim.

7.3 If You do not give Roofspace that notice within that time, the Goods will be deemed to have been delivered and installed in good working order

- 7.4 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract, You must advise Roofspace by telephone immediately, and give Us written notice within five working days of inspection.
- 7.5 If You fail to give Roofspace that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods.
- 7.6 If You fail to give Roofspace that notice within that time, Clause 19 shall have effect.

8 Customer's Designs and Specifications

- 8.1 Where goods and/or materials (which may include second hand goods and/or materials) have been ordered, obtained or manufactured to the Customer's own design or specification, Roofspace shall not be liable for any failure or defect in such materials save where such failure or defect arises directly from Roofspace's failure to order, obtain or manufacture such goods and/or materials in compliance with the design or specification.
- 8.2 Roofspace gives no warranty as to the quality or fitness for any particular purpose of the goods and/or materials ordered, obtained or manufactured to the Customer's own design or specification.
- 8.3 The Customer shall indemnify Roofspace against all liabilities incurred on any claim brought by any third party as a result of Roofspace complying with the Customer's designs and/or specifications.

9 Access

- 9.1 The Customer shall grant Roofspace access to the Site and Building at reasonable times for the purposes of taking measurements or of carrying out the Work or of inspecting the performance of the Work or of inspecting the completed Work.
- 9.2 Roofspace shall not be liable to the Customer for any loss or damage including consequential loss or damage caused by the Customer's failure or delay to grant Roofspace access to the Site or the Building.

10 Duties of Customer

- 10.1 The Customer shall pay Roofspace all reasonable charges for any journeys made, time spent and/or work undertaken which would not have been made, spent and/or undertaken but for the Customer's failure to comply with paragraph 9.1.
- 10.2 Where the scaffolding is erected alongside the Building, the Customer shall ensure the scaffolding is not removed until Roofspace has completed the Works and the Customer has inspected the Works and, where necessary, given Roofspace a reasonable opportunity to inspect the Works.
- 10.3 Where the Customer removes scaffolding before it has inspected the Works or given Roofspace a reasonable opportunity to inspect the Works, the Customer shall re-erect the scaffolding at its cost.
- 10.4 Without prejudice to paragraphs 10.2 and 10.3, the Customer shall use its best endeavours to ensure the use of ladders by Roofspace is not required.
- 10.5 The Customer shall ensure all work to be undertaken by third parties on Site and on the Building is carried out in a proper and workmanlike manner and Roofspace shall not be liable to the Customer for any delay or interruption caused to the Work by third parties undertaking or failing to undertake work on Site or on the Building.
- 10.6 The Customer shall be responsible for the safe custody of all goods and/or materials delivered, stacked or stored on Site or in the Building that relate to the Roofspace Order.

- 10.7 The Customer shall obtain any necessary Requisite Consent for the Work and shall ensure that the use to which Roofspace's goods and materials are put does not and will not contravene any local or national laws, by-laws, regulations or Planning Consents for the time being in force and will indemnify Roofspace against such contravention.
- 10.8 The Customer shall be responsible for the proper protection of the Work from the weather and shall ensure the conditions for the Work comply with all statutory or other obligations from the time being in force and shall indemnify Roofspace against any liability arising out of any breach thereof.
- 10.9 The Customer shall supply at the Customer's expense:
- 10.9.1 A safe connection to a suitable electricity supply;
- 10.9.2 Supply water when required adjacent to the Building;
- 10.9.3 A dry store container protected from weather and capable of being secured for the purposes of storing, removing and disposing of materials; and
- 10.9.4 All necessary welfare facilities.
- 10.9.5 The disposal of materials will be carried by the Customer unless otherwise stated in the Quotation Specific Conditions.

11 Duties of Roofspace

- 11.1 Roofspace shall use reasonable endeavours to commence the Work on the Date of Commencement and complete the work by the Date of Completion but Roofspace shall not be liable to the Customer for loss or damage arising out of any delay or for any consequential loss or damage arising therefrom.
- 11.2 Roofspace reserve the right to provide alternative materials or improved or higher quality materials but if Roofspace exercises such right, it shall advise the Customer in writing forthwith.
- 11.3 Roofspace shall have an express and unqualified right to sub-contract work to one or more third parties.
- 11.4 Roofspace shall undertake the installation of the Roofspace Products in accordance with the Roofspace specification, a copy of which is available on request. The Customer is deemed to be aware of and have approved the contents of the Roofspace specification in force at the Date of Commencement and any subsequent specification coming into force.

12 Health & Safety

- 12.1 Roofspace shall supply a copy of its Health and Safety Policy Document and Method Statement on request.
- 12.2 The Customer shall notify Roofspace in writing of any health and safety issue which it knows or ought to know may affect Roofspace performing the Work prior to the Date of Commencement or, where such issue arises after the date of Commencement, within 48 hours of such issue arising.

13 Contract Sum

- 13.1 The Contract Sum is made up of:
- 13.1.1 The cost of materials supplied by Roofspace calculated in accordance with paragraph 14.1.2;
- 13.1.2 The cost of labour provided by Roofspace in fixing materials whether supplied by Roofspace or otherwise calculated in accordance with paragraph 14.1.1; and
- 13.1.3 The cost of attendances provided by Roofspace in relation to the Work all as set out in the Quotation or as amended to take into account Additional Items of Work.

- 13.2 The Contract Sum is the price expressly set out in the Quotation and reflects prices ruling at the date of the Quotation.
- 13.3 The Contract Sum shall be increased:
- 13.3.1 To reflect prices ruling at either the date of deliver of goods and/or materials to Site or at the Date of Commencement;
- 13.3.2 If the Customer varies its Order prior to Roofspace's acceptance;
- 13.3.3 If the Customer varies its Order after Roofspace's acceptance and Roofspace has agreed to the additional or different work; or
- 13.3.4 If Roofspace has had to delay or suspend the Work due to the Customer's instructions or preparatory work or lack of instructions or preparatory work.
- 13.3.5 If the Fixed Price Period expires.
- 13.4 The Contract Sum and any increase to the Contract Sum shall be exclusive of VAT at the rate prevailing at the date of invoice.

14 Daywork

- 14.1 Where Roofspace provides labour and materials, Roofspace shall charge the Customer:
- 14.1.1 A reasonable hourly charge for each individual operative; and/or
- 14.1.2 A reasonable charge calculated as a percentage of the cost of materials in addition to the cost of materials.
- 14.2 Roofspace reserves the right to increase the hourly charge for each individual operative and/or increase the percentage charge of the cost of materials on giving the Customer 7 days' written notice.

15 Payment

- 15.1 Where the Relevant Period is less than 45 days, Roofspace shall receive the Contract Sum within 30 days of its invoice.
- 15.2 Where the Relevant Period is greater than 45 days, Roofspace shall receive payment by instalments.
- 15.3 Each instalment payment shall become due and owing from the Customer to Roofspace on the completion of each Roofspace Product installed (i-Roof or trusses for i-House).
- 15.4 The final instalment payment under the Contract shall become due and owing from the Customer to Roofspace on completion of the last part of the last Building forming the Works.
- 15.5 Where Roofspace receives payment by instalments the amount of any instalment payment shall be either:
- 15.5.1 to be agreed between Roofspace and the Customer's surveyor; or
- 15.5.2 On the basis of stage applications specified in the Customer's Order.
- 15.6 The Customer shall have no right to set-off, retain or abate any sum from any amount due from the Customer to Roofspace by reference to any sum claimed by the Customer to be due to the Customer from Roofspace under this Contract or any other contract between the Customer and Roofspace.
- 15.7 The Customer may not withhold payment after the date on which payment or any instalment payment becomes due from him unless the Customer has given Roofspace written notice of an intention to withhold payment not later than 21 days before the date on which payment or any Roofspace payment becomes due specifying:
- 15.7.1 The amount proposed to be withheld and the ground for withholding payment; or
- 15.7.2 If there is more than one ground, each ground and the amount attributable to it.

- 15.8 For the avoidance of doubt, the Customer is not entitled to withhold payment on the ground that the Customer has not received payment from a third party.
- 15.9 Where notice of intention to withhold has been given by the Customer in accordance with paragraph 15.7 above and which subsequently forms the subject of a dispute referred to adjudication and the adjudicator decides that the whole or part of the amount withheld should be paid, the adjudicator's decision shall be construed as requiring payment by the Customer to Roofspace by whichever is the later:
- 15.9.1 7 days from the date of the adjudicator's decision; or
- 15.9.2 The date on which, apart from the notice of intention to withhold, payment or any instalment payment becomes due from the Customer to Roofspace.
- 15.10 Where an amount due from the Customer to Roofspace is not paid in full by the date on which payment or any instalment payment becomes due from him and the Customer has not given notice of intention to withhold in accordance with paragraph 15.9 above, Roofspace may (without prejudice to any other right or remedy) suspend performance of the Work if Roofspace gives the Customer not less than 7 days written notice of intention to suspend performance of the Work stating the ground or grounds on which it is intended to suspend performance.
- 15.11 Roofspace's right to suspend performance of the Work in accordance with paragraph 15.10 above ceases if the Customer makes payment in full of the amount due.
- 15.12 The Date of Completion shall be deemed to have been extended by a period equivalent to the period Roofspace suspends performance of the Work in accordance with paragraph 15.10.
- 15.13 Interest shall accrue any amount due and owing to Roofspace by the Customer from the date on which payment or any instalment payment becomes due.
- 15.14 Roofspace reserves the right to charge interest and collection charges pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at a rate of interest of 8% above the Bank of England's base rate.

16 Retention

- 16.1 Where the Customer is entitled to retain a sum from any payment due from the Customer to Roofspace pursuant to paragraph 15, the amount of such retention shall be that specified in the Quotation.
- 16.2 The Customer's interest in the Retention is fiduciary as trustee for Roofspace (but without obligation to invest).
- 16.3 The total amount of the Retention shall be paid by the Customer to Roofspace in the following manner:
- 16.3.1 50% of the total amount of the Retention shall be paid by the Customer to Roofspace within 30 days of practical completion of:
- 16.3.2 The Building or,
- 16.3.3 Where there is more than one Building on the Site, the Site; or
- 16.3.4 Where the Site is divided into 'phases', each phase.
- 16.3.5 50% of the total amount of the Retention shall be paid by the Customer to Roofspace within 30 days of the expiry of the defects liability period or in accordance with paragraph 19.4.

17 Adjudication

- 17.1 Either party may give notice at any time of his intention to refer a dispute arising under this Contract for adjudication.

- 17.2 The adjudicator to decide the dispute shall be either an individual agreed by the parties or, on the application of either party, an individual to be nominated as the adjudicator by TeCSA (the Technology and Construction Solicitors Association).
- 17.3 Where either party has given notice of his intention to refer a dispute to adjudication then:
- 17.3.1 Any agreement by the parties on the appointment of an adjudicator must be reached with the object of securing the appointment of and the referral of the dispute to the adjudicator within 7 days of the date of the notice of intention to refer; or
- 17.3.2 Any application to TeCSA must be made with the object of securing the appointment of and the referral of the dispute to the adjudicator within 7 days of the date of the notice of intention to refer.
- 17.4 The adjudication rules of TeCSA for the time being in force shall apply to the adjudication.

18 Retention of Title

- 18.1 Until payment has been made in full by the Customer in accordance with paragraph 15, Roofspace reserves the legal and beneficial ownership in the goods and/or materials delivered.
- 18.2 The Customer shall not create any charge, mortgage, lien or the like encumbrance adverse to Roofspace's title.
- 18.3 Pending ownership of the goods and/or materials passing to the Customer, the Customer shall keep the goods and materials in good condition and separately marked so that they can be readily identified as the property of Roofspace.
- 18.4 In the event of non-payment by the Customer in accordance with 15, the Customer hereby authorises Roofspace to enter upon the Site or the Building or the Customer's premises to remove the goods and/or materials.

19 Liabilities

- 19.1 Nothing in these Terms shall exclude or restrict our liability for death or personal injury resulting from our personal negligence or our liability for fraudulent misrepresentation.
- 19.2 Subject to Clause 8.1 of these Terms, Roofspace shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages, Roofspace undertake liability under Clause 19.3 below.
- 19.3 Where but for the effect of Clause 19.2 of these Terms You would have been entitled to damages against Roofspace, Roofspace shall not be liable to pay damages but subject to the conditions set out in Clause 19.4 below shall at our sole discretion, either repair the Goods at our own expense, or supply replacement Goods free of charge or refund all (or where appropriate part) of the price of the relevant Goods.
- 19.4 We shall not be liable under Clause 19.3:
- 19.4.1 If the Defect arises from wear and tear.
- 19.4.2 If the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part).
- 19.4.3 Unless after discovery of the Defect Roofspace are given a reasonable opportunity to inspect the Goods before they are used, or in any way interfered with. For the avoidance of doubt, Roofspace acknowledge that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub-clause shall not apply to any works affecting the Goods, which

it may be reasonably necessary to carry out in the interests of safety and/or as emergency measures.

- 19.4.4 If the Defect would have been apparent on a reasonable inspection under Clause 6 of these Terms at the time of installation, unless You advise Roofspace by telephone immediately and written notice of any claim is given to Roofspace within five working days of the time of Installation.
- 19.4.5 If the Defect is discovered within six months from the date of delivery, unless You give Roofspace written notice of the Defect within five working days of it being discovered.
- 19.4.6 If in any case the Defect is discovered more than 6 months from the date of delivery.
- 19.5 If the Goods are not manufactured by Roofspace, or have been processed or manufactured by a third party – whether or not at your request – our liability, in respect of any Defect in workmanship or materials of the Goods, will be limited to such rights against the manufacturer or the third party as Roofspace may have in respect of those Goods.
- 19.6 If the Goods are manufactured by Roofspace to the design, quantity measurement or specification of You or your agents then:
- 19.6.1 Subject to Clause 19.1 of these Terms, Roofspace shall not be under any liability for damages whatsoever or under Clause 19.3 of these Terms as the case may be except in the event of:
- 19.6.1.1 Fraudulent misrepresentation;
- 19.6.1.2 Misrepresentation where the representation was made or confirmed in writing by a Company Signatory;
- 19.6.1.3 Non-compliance with such design, quantity, measurement or specification;
- 19.6.1.4 Breach of a written warranty signed by a Company Signatory that the Goods are fit for that purpose; or
- 19.6.1.5 A claim maintainable against Us pursuant to Clause 19.1 of these Terms.
- 19.6.2 You will unconditionally, fully and effectively indemnify Roofspace against all loss damages, costs on an indemnity basis and expenses awarded against, or incurred, by Roofspace in connection with, or paid, or agreed to be paid, by Roofspace in settlement of any claim for infringement of any patents, copyright design, trademark, or any other industrial or intellectual property rights of any other person.
- 19.6.3 You will further unconditionally, fully and effectively indemnify Roofspace against all loss damages, costs on an indemnity basis and expenses awarded against, or incurred by Roofspace in connection with, or paid, or agreed to be paid, by Roofspace in settlement of any other claim arising from any such manufacturing, including – but not limited to – any Defect in the Goods. This indemnity will be reduced in proportion to the extent that such loss damage, costs and expenses are due to our negligence.
- 19.7 You will unconditionally, fully and effectively, indemnify Roofspace against all loss damages, costs on an indemnity basis and expenses awarded against, or incurred by Roofspace in connection with, or paid, or agreed to be paid by Roofspace in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such loss, damage, costs and expenses are due to our negligence.
- 19.8 Without prejudice to any other provisions in these Terms, in any event, our total liability for any one claim, or for the total of all claims arising from any one act of default on our part howsoever arising (whether arising from our negligence or otherwise), shall not exceed the purchase price of the Goods – the subject matter of any claim.

20 Warranties & Indemnities

- 20.1 Subject to Clause 19 the Roofspace Products have a 10-year Design Warranty.

- 20.2 Subject to Clause 19 the installation of the Roofspace Products has a 12-month Installation Defects Liability period.
- 20.3 Subject to Clause 19.1, We shall not be liable for any deficiencies in the position, lines or levels or otherwise of any building or structure in relation to which You have provided Roofspace with information to enable Roofspace to provide any quotation and/or designs for the design, manufacture, supply and/or fitting of the Roofspace Products. You shall ensure that all requirements of the local planning authority or other government body, building regulations, codes of practice customary to the trade and any applicable laws or statutory requirements for the time being in force are duly complied with by You and any third party consents required are obtained before the Roofspace Products is fitted into any building or structure. You shall indemnify Roofspace in full from and against all losses, liabilities, actions, proceedings, costs, claims or demands arising out of any failure by You to comply with Your obligations in this Clause 20.3.
- 20.4 Any quotation, designs, drawings or details of dimension/specifications or other information supplied by Roofspace to You is to be treated as approximate and We do not warrant their accuracy.
- 20.5 Roofspace will not be liable for, and shall be indemnified by You against, any and all loss resulting from any inaccuracies or other deficiencies in any quotation and/or design Roofspace provides to You and which You have approved, except where Roofspace are negligent.

21 Data Protection

- 21.1 For the purposes of this clause, (a) "Data Protection Laws" means any laws and regulations relating to the use or processing of personal data including: (i) retained EU law version of the General Data Protection Regulation (EU) 2016/679 ("**UK GDPR**") (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the UK GDPR; (iii) the Data Protection Act 2018 ("**DPA**") and (iv) any laws and regulations implementing the Privacy and Electronic Communications Directive 2009/136/EC and the Privacy and Electronic Communications Regulations 2003 (SI 2009/2426) in each case, as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.
- 21.2 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with these Terms. Such processing shall continue for so long as these Terms is in force and shall be in respect of the following:
- 21.2.1 Categories of data: Contacts within each of the parties and the ultimate customer details;
- 21.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;
- 21.2.3 Purpose and nature of processing: (i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering goods to the ultimate customer on behalf of the Customer
- 21.3 To the extent a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the UK GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these Terms as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of these Terms; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these Terms.

- 21.4 The customer agrees that Roofspace may engage third party providers including any advisers, contractors, or auditors to Process Personal Data ("Sub-Processors"). Roofspace shall ensure that contracts with each Sub-Processor shall impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which Roofspace is subject to under these Terms in relation to the Processing of Personal Data.
- 21.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if any Personal Data processed in connection with these Terms is subject to a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

22 Force Majeure

- 22.1 Neither party shall be liable for breach of the Contract if performance thereof has been prevented, hindered or delayed by strikes, lock-outs or any event or circumstances beyond the immediate control of Roofspace including, without prejudice to the generality of the foregoing, riots, civil commotion, war, national or international, emergency, destruction or damage due to natural forces fires explosions and compliance with orders or requests of any national or local authority.

23 Insolvency

- 23.1 Notwithstanding paragraphs 15, Roofspace shall, on receipt of any information indicating that the Customer may be unable to pay his debts, be entitled to demand security prior to delivery either by payment in cash or by a bank guarantee or otherwise.
- 23.2 If the Customer is unable to provide such security, Roofspace shall be entitled to withdraw from the Contract without liability to the Customer.
- 23.3 If (a) the Customer fails to observe these terms and conditions or (b) if any distress or execution shall be levied upon the Customer's property or assets or (c) if the Customer shall make or offer any arrangement or composition with creditors or commit any act of bankruptcy or (d) if any receiving order in bankruptcy shall be presented or made against it or (e) if the Customer is a private limited company and any resolution or petition to wind up the Customer's business shall be passed or presented or (f) if a receiver of the undertaking property or asset or any part thereof the customer is appointed, then Roofspace may without notice:
- 23.3.1 Suspend or determine the Contract or any unfulfilled part thereof;
- 23.3.2 Stop any goods and/or materials in transit; and/or
- 23.3.3 Recover any goods or materials from the Site or the Building for which payment has not been made in full whether or not such payment is due.

24 Severance

- 24.1 These terms and conditions shall apply so far as they shall be held to be lawful and enforceable.
- 24.2 If any term or condition shall be held to be unlawful or unenforceable, then these terms and conditions shall be read and construed as if such term or condition or part thereof, as the case may be, were omitted.

25 Third Parties

25.1 Nothing in these terms and conditions is intended to confer on any person any right to enforce any term or condition of this Contract which that person would not have but for the Contracts (Rights of Third Parties) Act 1999.

26 Entire Agreement

26.1 These terms and conditions and the Special Conditions constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

27 Jurisdiction Clause/Choice of Law Clause

27.1 This Contract shall be construed in accordance with the Laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.