

## Skyline Roofs

### Trade Terms and Conditions

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1. In these Terms:

**Agreement** means these Terms, the Order Request, Order Confirmation and any other documents referred to in these Terms, each as updated from time to time in accordance with these Terms.

**Force Majeure** means any event or sequence of events beyond the reasonable control of the parties that were not foreseeable as at the date of this Agreement that prevent or delay one party from performing its obligations under this Agreement, including (but not limited to) fire, accident, threat or war, civil disturbance, import or export regulations, strikes, industrial action, breakdown of machinery, difficulties in obtaining raw materials, labour, fuel, parts or machinery, pandemic or epidemic, law, or governmental order, rule, regulation or direction, judgment, order or decree, labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott.

**Order** means an Order Request that has been accepted by Skyline in accordance with clause 2.2.3.

**Order Confirmation** has the meaning given to it in clause 2.2.3.

**Order Request** means a request for the manufacture and sale of the Products in accordance with clause 2.2.

**Price** has the meaning given to it in clause 5.1.

**Products** means elevating roofs and associated products for transit and transporter vans (including instalment or any part of them) which Skyline supplies to the Trader pursuant to this Agreement.

**Skyline** means Skyline Roofs Limited with registered company number 09174233 and registered address Unit 1c, Pear Tree Industrial Estate, Bath Road U, Langford, North Somerset, BS40 5DJ.

**Terms** mean these terms and conditions, as updated or amended from time to time.

**Trade Price List** means the trade price list for Products notified to the Trader via email from time to time.

**Trader** means the person or organisation who submits an Order Request for the purchase of Products.

1.2. Any reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.3. Any reference to any legislation shall be constructed as a reference to that legislation as amended, re-enacted or intended from time to time.

1.4. Headings are for convenience only and shall not affect the interpretation of these Terms.

1.5. References to written shall include email.

## 2. ORDER PROCESS

2.1. Subject in either case to these Terms, Skyline shall manufacture and sell, and the Trader shall purchase, the Products in accordance with the Order.

2.2. To place an Order:

2.2.1. the Trader shall contact Skyline either by phone or email and provide details of the Products it wishes to purchase ("**Order Request**") subject to these Terms. The Trader is responsible for ensuring the accuracy of the terms of the Order Request (including any applicable specification) submitted by the Trader and the Trader acknowledges that, where the Order Request is accepted by Skyline in accordance with this clause, it does so on the basis of the information provided;

2.2.2. upon receipt of the information in clause 2.2.1, Skyline shall acknowledge the Order Request by email and provide a copy of these Terms. If the Trader does not accept these Terms, it must notify Skyline in writing without delay and if Skyline does not receive such a notification promptly, the Trader will have been deemed to accept these Terms;

2.2.3. Skyline will then review and consider whether it is able to meet the Order Request and where Skyline decides (at its sole discretion) that it is able to accept the Order Request, Skyline shall email the Trader confirming Skyline's acceptance of the Order Request ("**Order Confirmation**").

2.2.4. The Trader acknowledges that Skyline is not bound to accept an Order Request and such Order Request is not accepted unless and until the Trader receives the Order Confirmation.

### Changes to an Order

2.3. In the event that the Trader wishes to amend an Order, the Trader must notify Skyline in writing without delay and in any event within fourteen (14) days of the date of the Order Confirmation. Skyline cannot accommodate requests for amendments or changes to an Order received after fourteen (14) days of the date of the Order Confirmation and you will remain liable to pay for the Order in accordance with clause 5 based on the information provided in the Order Request. The Trader may only amend an Order once following the Order Confirmation.

### Requests to cancel an Order

2.4. The Trader may cancel an Order by providing written notice of the cancellation to Skyline within fourteen (14) days of the Order Confirmation ("**Cancellation Window**"). After expiry of the Cancellation Window, the Trader is not permitted to cancel an Order except by written agreement with Skyline.

2.5. Where Skyline agrees to cancellation of an Order outside of the Cancellation Window, the Trader shall reimburse Skyline for any costs, expenses, materials or charges incurred as a result of the cancellation on a fully indemnity basis.

## 3. SPECIFICATION

3.1. Skyline reserves the right to amend the specification of the Products that are the subject of an Order as required to conform with any statutory requirements or applicable law, or where the Products are supplied based on Skyline's specification, which do not materially affect the quality or performance.

## 4. DELIVERY

- 4.1. As part of the Order Confirmation, Skyline shall provide an estimated delivery date for delivery of the Products. The Trader acknowledges and agrees that, unless otherwise specified by Skyline in writing, delivery dates are estimates only and Skyline shall not be liable for any delays in respect of failure to meet a particular delivery date. Time for delivery shall not be of the essence.
- 4.2. Delivery of the Products shall be made by either: 1) the Trader collecting the Products from Skyline's nominated premises as specified in the Order Confirmation; or 2) Skyline delivering the Products to the Trader's registered office address as specified in the Order Confirmation. If the Trader requires the Products to be delivered to an alternative location, this must be agreed with Skyline in writing in advance at least fourteen (14) days before the estimated delivery date specified in the Order Confirmation. The Trader shall be responsible for paying the cost of transport, insurance and any other costs associated with moving the Products to the agreed delivery location. Where the Trader arranges for delivery or collection directly with a third party courier, Skyline shall not be responsible for any damage to or loss of the Products once they have left Skyline's premises.
- 4.3. If the Trader fails to take delivery of or collect the Products or fails to give Skyline adequate delivery instructions then, without prejudice to any other right or remedy available to Skyline, Skyline will store the Products until delivery or collection takes place and charge the Trader for the reasonable costs (including insurance) of storage. In the event that:
  - 4.3.1. Skyline attempts to deliver the Products to the address agreed with the Trader but the delivery is not accepted and the Trader fails to collect the Products from Skyline's premises within thirty (30) days of the original delivery date; or
  - 4.3.2. the Trader fails to collect the Products from Skyline's premises within thirty (30) days of the delivery date,Skyline reserves the right to resell all or part of the Products.
- 4.4. At the point of delivery or collection, the Trader must inspect the Products: (i) for damage, defects and to ensure that they comply with the Order ("**Defects**"); and (ii) to ensure that all elements and component parts of the Products are included in the delivery. The Trader will be required to sign a delivery receipt confirming that they have received the Products in full and that they are free from material Defects. In the event that the Trader identifies any Defects or missing parts, the Trader should notify Skyline without delay (and in any event within 24 hours of delivery or collection). Where the Trader signs the delivery receipt or does not notify Skyline in accordance with this clause, the Trader is deemed to have accepted that the Products meet the Order. The Trader acknowledges that:
  - 4.4.1. it is the Trader's responsibility to ensure that all of the elements and component parts to the Products are included in the delivery and any parts subsequently reported (later than 24 hours after delivery or collection) as missing will be considered as lost by the Trader and may be subject to additional costs; and
  - 4.4.2. any Defects present at the time of delivery that are subsequently reported may not be covered by the warranties set in out clause 8.1 and repair of such Defects may therefore incur additional costs, except where the Defect was not apparent on reasonable inspection at the time of delivery, in which case it must be reported to Skyline within a reasonable time after discovery of the Defect and the warranties shall apply.

## 5. PRICING AND PAYMENT

- 5.1. The price of the Products shall be calculated using Skyline's then-current Trade Price List at the time of the Order Request. Skyline will confirm the pricing of the Products payable by the Trader in the Order Confirmation email (the "**Price**"). The price is exclusive of delivery, packaging, insurance, freight, carriage, and all other related charges, duties or taxes. Packing, including crate and any other packaging required, will be quoted for separately and included in the Order Confirmation.

- 5.2. Skyline will invoice the Trader as part of the Order Confirmation. The Trader shall pay the invoice within thirty (30) days of the date of the Order Confirmation. The time of payment of the Price shall be of the essence.
- 5.3. The Trader acknowledges that the Products will not be delivered unless all sums owed to Skyline under this Agreement have been paid in cleared funds prior to the delivery date.
- 5.4. The Price is exclusive of any value added tax or other applicable taxes for which the Trader shall be liable.
- 5.5. Skyline may increase the Price with immediate effect by written notice to the Trader where there is an increase in the direct cost to Skyline of supplying the relevant Products.
- 5.6. If the Trader fails to make any payment on or before the due date, without prejudice to any other right or remedy available to Skyline, Skyline shall be entitled to:
  - 5.6.1. suspend any deliveries to the Trader;
  - 5.6.2. charge the Trader interest on the amount unpaid at the rate of 4% per annum above the Bank of England Bank base rate from time to time, before and after any judgement, until payment is made; and/or
  - 5.6.3. suspend the manufacture or delivery of any additional products or orders until the outstanding payment has been made in full and cleared funds.

## **6. RISK AND PROPERTY**

- 6.1. Risk of damage to or loss of the Products shall pass to the Trader at the time of delivery or collection in accordance with clause 4.2. The Trader shall obtain and maintain with a reputable insurance company product liability insurance cover to at least the value of the Products.
- 6.2. Notwithstanding delivery and passing of risk in the Products, title in the Products shall pass to the Trader on the later of: (i) receipt by Skyline of payment of the Price in full and cleared funds; or (ii) delivery or collection of the Products.

## **7. TRAINING**

- 7.1. Skyline will provide training to the Trader in respect of the installation and operation of the Products free of charge, upon reasonable request from the Trader. The content and nature of such training is at Skyline's sole discretion and may be updated from time to time.
- 7.2. There is no limit on the number of training sessions that the Trader may attend and the Trader is responsible for ensuring that it has received adequate training to properly operate the Products in accordance with Skyline's instructions and this Agreement.

## **8. WARRANTIES**

- 8.1. Subject to clause 8.2, Skyline warrants to the Trader that:
  - 8.1.1. the Products shall in all material respects conform to the specification set out in the Order Confirmation;
  - 8.1.2. the fibreglass roof and metal fixings (such as the hinges and gas struts) shall be free from material defects for a period of five (5) years from the date of delivery. This warranty consists of:
    - 8.1.2.1. the first 2 years covering parts and labour; and
    - 8.1.2.2. the subsequent 3 years covering parts only;

- 8.1.3. any electrical or mechanical additions (such as solar panel, Reimo Rails or 12v sockets) shall be free from material defects for a period of twelve (12) months from the date of delivery;
  - 8.1.4. the gel coating on the roof shall be free from material defects for a period of five (5) years from the date of delivery providing that the Trader polishes it annually with Farecla G3 compound; and
  - 8.1.5. the paintwork on painted roofs shall be free from material defects for a period of eighteen (18) months from the date of delivery.
- 8.2. The warranties given by Skyline in clause 8.1 are subject to the following conditions:
- 8.2.1. Skyline shall not be liable in respect of any defect in the Products arising from any information or specification supplied by the Trader;
  - 8.2.2. Skyline shall not be liable in respect of any defect arising from reasonable fair wear and tear, wilful damage, negligence, abnormal weather conditions (including but not limited to hurricanes and hail storms), failure to follow Skyline's instructions (whether oral or in writing), misuse or alteration or repair of the Products without the Skyline's prior approval;
  - 8.2.3. any faults that occur as a result of work carried out by a non-accredited fitter shall void the warranties given in clause 8.1;
  - 8.2.4. Skyline shall not be liable in respect of any defect in the Products arising from the Trader's failure to fit the Products correctly;
  - 8.2.5. Skyline shall not be liable in respect of any defect caused by misuse by an end-customer of the Trader.
- 8.3. Skyline shall not be liable under the warranties given in clause 8.1 (or any other warranty, condition or guarantee) if the Price for the Products has not been paid in full and cleared funds.
- 8.4. Skyline does not provide any warranties in respect of parts, materials or equipment not manufactured or provided by Skyline.
- 8.5. Except those warranties expressly provided in these Terms, all other warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.6. In the event that defects are identified in the Products, Skyline shall be entitled to repair or replace all or part of the Products free of charge or, at Skyline's sole discretion, refund to the Trader the Price in respect of the Products (or a proportionate part of the Price) that contained the defect. Where Skyline opts to repair or replace all or part of the Products, this will be carried out by or on behalf of Skyline at a location chosen by Skyline at its sole discretion and the Trader shall be responsible for all costs associated with carriage and transportation of the Products (i) to Skyline prior to repair or replacement; and (ii) back from Skyline to the Trader or end-customer after repair or replacement. Skyline shall have no further liability to the Trader in respect of such defect(s).

## **9. LIABILITY**

- 9.1. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of:
  - 9.1.1. death or personal injury caused by negligence;
  - 9.1.2. fraud or fraudulent misrepresentation;

9.1.3. any other losses which cannot be excluded or limited by applicable law;

9.2. Subject to clause 9.1:

9.2.1. neither party shall be liable for consequential, indirect or special losses;

9.2.2. Skyline shall not be liable to the Trader in respect of any delay in performing, or any failure to perform, any of Skyline's obligations in relation to the Products, if the delay or failure was due to a Force Majeure Event;

9.2.3. Skyline's total liability, howsoever arising under or in connection with this Agreement, shall not exceed the total Price paid or payable by the Trader.

9.3. Subject to clause 9.1, Skyline shall not be liable for any of the following (whether direct or indirect): loss of revenue; loss of profit; loss of or corruption to data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; or any losses arising out of or in connection with the Traders agreements with its customers.

## 10. TERMINATION

10.1. Either party may terminate this Agreement if the other party commits a material breach of its terms and such breach is not remediable.

10.2. Skyline may terminate this Agreement with immediate effect if the Trader is unable to pay its debts, makes any voluntary arrangement with its creditors, becomes subject to an administration order, goes into liquidation or is subject to an insolvency event.

## 11. TRADER OBLIGATIONS

11.1. The Trader shall:

11.1.1. provide Skyline with reasonable cooperation and assistance to enable Skyline to perform its obligations under this Agreement;

11.1.2. provide information requested by Skyline as soon as reasonably practicable;

11.1.3. promptly obtain and maintain all licences, clearances and other consents that are necessary for the onward supply of the Products (including import licences) in the relevant jurisdictions;

11.1.4. be responsible for complying with any applicable law and regulations governing the importation of the Products into the country of destination and for payment of any duties thereon.

11.2. The parties agree that the Trader may purchase the Products for onward sale to their trade Traders. It is the Trader's responsibility to ensure that their trade Traders are adequately trained in the operation of the Products. The Trader shall not be entitled to claim under the warranties in clause 8.1 where Defects or damage are caused as a result of the user error.

## 12. CONFIDENTIALITY

12.1. '**Confidential Information**' means all information of a confidential nature disclosed in whatever form by a party (**Disclosing Party**) to the other party (**Receiving Party**) including all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind; all information produced or developed in the performance of this Agreement; and all information agreed to be, or marked as, confidential. For the avoidance of doubt, Skyline's fitting instructions shall constitute its Confidential Information.

12.2. Confidential Information shall not include:

- 12.2.1. any information that was known to the Receiving Party before that information was provided by the Disclosing Party;
  - 12.2.2. any information that is in or subsequently comes into the public domain (through no fault of the Receiving Party);
  - 12.2.3. any information that is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions;
  - 12.2.4. any information that the parties agree in writing is not confidential.
- 12.3. The Receiving Party shall:
- 12.3.1. keep the Confidential Information confidential at all times;
  - 12.3.2. not disclose the Confidential Information or allow it to be disclosed in whole or in part to any third party without the prior written consent of the Disclosing Party;
  - 12.3.3. take proper and all reasonable measures to ensure the confidentiality of the Confidential Information; and
  - 12.3.4. not use the Confidential Information in whole or in part other than for the purposes of this Agreement.
- 12.4. Notwithstanding clause 12.3, the Receiving Party may disclose the Disclosing Party's Confidential Information:
- 12.4.1. to its representatives who need to know such information for the purposes of this Agreement; and
  - 12.4.2. if required to do so by law, a governmental authority or a court of competent jurisdiction.

## **13. GENERAL**

- 13.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 13.2. Nothing in this Agreement shall restrict Skyline from entering into similar arrangements with other traders or selling to end-customers directly.
- 13.3. The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it.
- 13.4. Any person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.
- 13.5. Any notice given by either party to the other in connection with this Agreement shall be in writing to the recipient's registered office or principal place of business or by email to the email address notified by each party from time to time.
- 13.6. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 13.7. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.



- 13.8. Any dispute arising under or in connection with this Agreement or the sale of the Products shall be subject to the exclusive jurisdiction of the English courts.
- 13.9. This Agreement, and any dispute arising out of or in connection with it, shall be governed by the laws of England.
- 13.10. No variation to this Agreement shall be binding unless agreed in writing between the authorized representatives of the parties.

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