

TERMS AND CONDITIONS

Pennine Pods Limited reserve the right to change/amend any terms & conditions without giving any prior notice to anyone.

Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the goods detailed in our quotation (**Goods, Structure/s, Unit/s**) by the buyer (**you, client, customer**) from Pennine Pods Ltd a company registered in England and Wales under number 9933615 whose registered office is at Unit 5, High Hesket Business Park, Cumbria, CA4 0BW (**we or us**).
2. These Terms and Conditions will be deemed to have been accepted by you when you accept/sign the sales order/quotation/contract or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

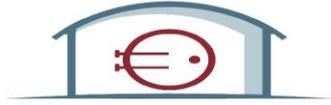
4. A "business day" means any day other than a Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

Goods

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our sales order/quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Price

9. The price (Price) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
11. Any increase in the Price under the clause above will only take place after we have told you about it and is payable prior to delivery.
12. You may be entitled to discounts. Any and all discounts will be at our discretion.
13. The Price is exclusive of fees for packaging and transportation / delivery, siting to be invoiced separately if applicable.
14. The price is exclusive of any extras agreed over and above the Contract price, to be invoiced separately if applicable.
15. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
16. All prices given/issued are ex-works only.

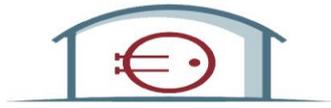


Cancellation and alteration

17. Details of the Goods as described in the clause above (Goods) and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
18. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 14 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
19. Either of us can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.
20. You have the following conditions to meet should you wish to cancel/withdraw from the order after acceptance:
 - a You have 7 days to contact via email or in writing to the supplier regarding withdrawing the Sales Order before manufacturing starts. Providing contact has been made within this timeframe, you will receive a refund of any Initial Deposit paid less our administration charge of £75 and any other additional costs Pennine Pods Ltd have incurred.
 - b Once manufacturing has started, then you are unable to cancel the sales order and total amount of funds as laid out in the Sales Order will become due as and when agreed.
 - c You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 7 days after the Sales Order/Contract was created. Providing contact has been made within this timeframe, you will receive a refund of any Initial Deposit paid less our administration charge of £75 and any other additional costs Pennine Pods Ltd have incurred.

Payment

21. Any and all payments will be set out in a stage payment document and emailed to you for your acceptance:
 - a Initial payment is required before any work will start on your goods.
 - b We will issue a paid invoice only when the funds are cleared into our bank account.
 - c Once all Goods have been manufactured and completed ready for collection by you, the final payment become due and must be paid in full.
22. You must pay the Contract Price, or balance outstanding, within 3 days of the date of our invoice or otherwise according to any credit terms agreed between us.
23. All payment/s, amount/s must be paid in full and cleared into our bank account, before any goods will be released or Goods passed to you.
24. If any payment has not been made, then work will halt until payment has been made. Any cost incurred by us due to this delay, then you the customer will be liable to pay.
25. If you do not pay within the period set out above, we reserve the right to refuse any delivery or release of any goods to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 8% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full, plus a Late Payment fee of £50 per late payment.
26. Time for payment will be of the essence of the Contract between us and you.
27. All payments must be made in British Pounds unless otherwise agreed in writing between us.
28. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.



Delivery

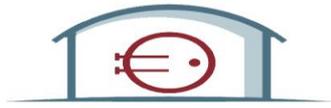
29. We will arrange for the delivery of the Goods to the address specified in the quotation, or your order or to another location we agree in writing, if any additional costs are incurred, due to change of delivery address, then you are liable to pay this amount.
30. If you do not specify a delivery address or if we both agree, you must collect the Goods from our premises.
31. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 8 pm.
32. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
- a store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or
 - b make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and/or
 - c after 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
33. If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
34. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

Inspection and acceptance of Goods

35. You must inspect the Goods prior to us releasing/delivering or collection takes place from our factory this is so any additions or defects can be corrected before release and to the sales order agreement.
36. Other than by agreement, we will correct any damage to Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection to verify.
37. Subject to your compliance with this clause, Goods or equipment will be repaired, or replaced, if found to be a fault of us. If this is not due to our fault, then you will be liable for all repairs and invoiced accordingly.
38. We will be under no liability or further obligation in relation to the Goods if:
- a if you fail to provide notice as set above; and/or
 - b you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - c the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - d the defect arises from normal wear and tear of the Goods; and/or
 - e the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
39. You bear the risk and cost of returning the Goods.
40. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 7 days after delivery.

Risk and title

41. The risk in the Goods will pass to you on completion of delivery/collection.



PENNINE PODS LTD

42. Title to the Goods will not pass to you until we have received all payments in full (cleared electronic funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
43. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
44. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order for us to recover them without your consent/permission.

Termination

45. We can terminate the sale of Goods under the Contract where:

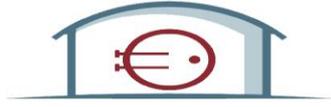
- a. you fail to make any payment.
- b. you commit a material breach of your obligations under these Terms and Conditions;
- c. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- d. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- e. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Safety appliance certificate

46. We do not supply any certifications other than the appliance manufacturers.

Limitation of liability

47. Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
48. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
49. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
50. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
51. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
- a. any indirect, special or consequential loss, damage, costs, or expenses; and/or
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - d. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - e. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.



52. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

53. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

54. Notices will be deemed to have been duly given:

- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c. on the fifth business day following mailing, if mailed by national ordinary mail; or
- d. on the tenth business day following mailing, if mailed by airmail.

55. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Circumstances beyond the control of either party

56. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

57. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

58. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Governing law, jurisdiction, complaints and Patent/Copyright Infringement

59. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

60. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where you live in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

61. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs you should contact us directly. We will aim to respond with an appropriate solution within 7 days.

62. Pennine Pods Ltd are the inventor/s, sole manufacturer/s and distributor/s of the foam-fibreglass infused board/panel or any curved/shaped panel thereof and made up of the same method. Anyone (person/s, company/business) found manufacturing, duplicating or distributing this structure/board or panel in whatever shape or form without being licensed through Pennine Pods Ltd will be dealt with face legal action. Any and all costs incurred by Pennine Pods Ltd in raising and administering legal action will be met by the person/s, company/business infringing the patent/copyright.