



PENNINE PODS LTD

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

The buyer/purchaser/customer of any goods/pod or pods throughout the below will be known as "**You**".

Pennine Pods Limited will be known throughout the below as the "**Supplier**"

Pod, Pods or any goods will be known throughout the below as the "**Goods**".

Please read all terms and conditions

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please contact us either by email at info@penninepods.co.uk or call us on 016974 75713 / 0333 014 7778.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are Pennine Pods Ltd a company registered in England and Wales under number 9933615 whose registered office is at Unit 5, High Hesket Business Park, High Hesket, Carlisle, Cumbria, CA4 0BW with email address info@penninepods.co.uk; telephone number 016974 75713 / 0333 014 7778 ; (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Pod/Pods and Goods to you. By ordering any of the Pod/ Pods or Goods, you agree to be bound by these Terms and Conditions.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Sales Contract / Quotation** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
5. **Delivery Address** means the Consumer's premises or other location where the Goods are to be supplied, as set out in the Sales Order;
6. **Good/s, Structure/s, Unit/s** means any goods that we supply to you, of the number and description as set out in the Sales Order or Quotation;
7. **Sales Order, Order** means the Customer's order for the Goods from the Supplier as set out in the Customer's Sales Order or in the Customer's written acceptance of the Supplier's quotation.

Goods

8. The description of the Goods is as set out in our website, sales order quotation or other form.

Any description is for illustrative purposes only and there may be small discrepancies in colour or sizes supplied.

9. In the case of Goods made to your special requirements/bespoke, it is your responsibility to ensure that any information you provide is accurate and the supplier will not and cannot be held responsible for any incorrect information supplied and any costs incurred in changes will be the responsibility of you.

Basis of Sale

10. The description of the Goods in our website or other form of advertisement does not constitute a contractual offer to sell the Goods.
11. When a Sales Order has been created/made, we can reject it for any reason, although we will try to tell you the reason without delay.

CONSUMER T&C's v1.1 Oct 16 Unit 5 High Hesket Business Park, High Hesket, Carlisle, Cumbria, CA4 0BW

T: 016974 75713 / 0333 014 7778 E: info@penninepods.co.uk



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12. A Sales Order/Contract/Quotation will be formed for the Goods ordered, and will become legally binding upon the Supplier obtaining your signature of approval.
13. Any sales order/quotation is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
14. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by you and the Supplier in an email/writing.
15. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

Price and Payment

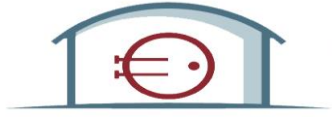
16. All prices given are ex-works only and does not cover any extras/transport/delivery/siting or otherwise of the Goods and additional charges will apply and can be quoted for the Goods, the total price of them and the charges, is that set out in our price list current at the date we accepted the Sales Order or such other price as we may agree verbally or in writing.
17. Prices and charges are excluding VAT and is an addition to the total amount at the current rate applicable at the time of the Sales Order/Quotation.
18. Payment for Goods must be made in stage payments, final and all payment/s must be made and cleared into our bank account prior to collection/delivery. You must pay via bank transfer or other electronic means as the amount/s becomes due. Only cleared funds will be considered as payment received and goods can then be released.
19. If you do not pay within the period set out above, we reserve the right to refuse any deliveries 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.

Delivery

20. If delivery of goods is required, then an additional payment is required on top of the ex-works price. This will be invoiced separately and must be paid prior to delivery. We will deliver the goods within the timescale period agreed, or failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Sales Contract is entered into.
21. We do not generally deliver to addresses outside England and Wales, Scotland. If, however, we accept an Order for delivery outside the above areas, Additional charges will be required and the supplier will not pay them, also you may need to pay import duties or other taxes, as we will not pay them.
22. If you or your nominee fail, through no fault of Pennine Pods Limited, to take delivery as agreed with you of the goods at the delivery location, we may charge the reasonable costs of storing and redelivering the goods.
23. The Goods will become your responsibility from the completion of delivery or collected by you. You must, if reasonably practicable,
24. You must come to the factory and examine the goods, if any defect or addition is to be made, this will take place before delivery. When you sign for the goods you are accepting them as correct and Pennine Pods Limited will accept no responsibility after this point.

Risk and Title

25. Risk of damage to, or loss of, the goods will pass to you when the goods are collected/delivered to you.



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26. You do not own the goods until Pennine Pods Limited have received full and final total invoice payment and cleared funds into our account. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the goods still owned by you, in which case you must return them or allow Pennine Pods Limited to collect them.
27. Pennine Pods Ltd have the right to remove any and all goods, pod/s or structure/s due to non-payment by the customer. Pennine Pods Ltd do not require permission to enter any land or property that you the customer owns or any third party, to enable us to collect the goods. Any and all costs incurred by Pennine Pods Ltd in the recovery/removal of good/s, pod/s or structure/s the customer is fully liable for and must be paid for in full.

Withdrawal and cancellation

28. You have 5 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.
29. 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.
30. You can cancel the Contract except for any Goods which are made to your special requirements by telling us no later than 5 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.

Conformity and Guarantee

31. We have a legal duty to supply the Goods in conformity with the Sales Order/Contract, and will not have conformed if it does not meet the following obligation.
32. Prior to delivery, the Goods will:
- a be of satisfactory quality
 - b be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c conform to their description.
33. It is not a failure to conform if the failure has its origin in your materials.
34. We will immediately, or within a reasonable time, give a manufacturer's 3 month guarantee

Supplier of the Goods. Details of the guarantee, including the name and address of us as the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are collected/delivered and will not reduce your legal rights.

35. We will provide the following after-sales service: Pennine Pods Ltd will act promptly to you for a site visit to a pod/structure or pods/structure/s that has malfunctioned in anyway within a 3 months period of completion date. If the malfunction is due to Pennine Pods Ltd workmanship then there will be no charge to you.

If the malfunction/fault is not due to Pennine Pods Ltd workmanship, then each site visit charge of £75 plus travel expenses and an hourly staff charge will be payable by you before Pennine Pods employee/s leaves your site.

Charges applicable are as follows: each vehicle 75p per mile each way + £25.00 per hour for each Pennine Pods Ltd employee on site.

Circumstances beyond the control of either party

36. In the event of any failure by a party because of something beyond its reasonable control:



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- a. the party will advise the other party as soon as reasonably practicable; and
- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect you the Customer's above rights relating to collection/delivery.

Excluding liability

37. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Sales Order/Contract was made, or (ii) loss (e.g. loss of profit) to you or your business, trade, craft or profession which would not be suffered by a Consumer because the Supplier believes you are not buying the Goods wholly or mainly for its business, trade, craft or profession).

Governing law, jurisdiction, complaints and Patent/Copyright Infringement

38. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
39. 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.
40. 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 5 days.
41. 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.