

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS & SERVICES OF SHOPFIT UK (HULL) LTD / MIPOD

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Consumer" shall have the meaning ascribed s.2 of the Consumer Rights Act 2015.
- 1.2 "Customer" means any person who purchases Goods and Services from the Supplier.
- 1.3 "Goods" means the articles specified in the Proposal.
- 1.4 "Proposal" means a statement of work, quotation or other similar document describing the Goods and Services to be provided by the Supplier.
- 1.5 "Services" means the Services specified in the Proposal.
- 1.6 "Supplier" means Shopfit UK (Hull) Ltd, Unit B2-B4, Base Business Centre, Hull, HU8 8HL.
- 1.7 "Terms and Conditions" means the Terms and Conditions of supply set out in this document and any special Terms and Conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Before the commencement of the Services the Supplier shall submit to the Customer a Specification Document which shall specify the Goods and Services supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.5 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.
- 2.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and

notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

2.7 You agree to indemnify us for reasonable costs that we may incur in the enforcement of our rights under this Agreement, including without limitation legal costs and expenses.

3 THE ORDER

3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 14 days.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier within the period specified in Clause 3.1.

3.3 All orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

4.1 The price for the Goods and Services is as specified in the Proposal. The Supplier shall invoice the Customer prior to dispatch of the Goods.

4.2 Deposit: A 10% deposit is required to secure an order and build slot. Following this a further 50% deposit is payable 7 weeks before the production of the pod(s) begins. The final 40% is to be paid and cleared prior to collection or delivery.

4.3 Payments are only accepted by the following means: BACS (Electronic Banking).

4.4 All prices are quoted exclusive of UK VAT where applicable.

4.5 All prices quoted in any sales literature may be subject to change without notice.

4.6 The Company reserves the right to repossess any Goods should the Customer become insolvent or fail to pay for them under the terms of the contract.

4.7 Delivery charges are made separately.

5 DELIVERY

5.1 All delivered Goods have to be signed for by the Customer or their appointed representative, at which point responsibility and risk of the Goods shall pass to the Customer. If the Customer chooses to use their own haulage company, responsibility and risk of the Goods shall pass to the Customer at the point of collection and prior to loading.

5.2 The date of delivery of the Goods and Services is as specified in the Proposal. The Supplier may vary these times by intimating in writing details of the change to the Customer but in any event, the Goods and Services will be delivered within 90 days of the contract date unless there is an Agreement with the Customer to the contrary.

5.3 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

5.4 Divisibility Clause: The contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

5.5 All risk in the Goods shall pass to the Customer upon delivery.

5.6 Delivery is arranged by the Customer and is not included in the price.

6 RETENTION OF TITLE/OWNERSHIP

Legal ownership of any Goods supplied shall remain vested to Shopfit UK (Hull) Ltd, until such time that full payment of order/invoice monies has been received from the Customer.

7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

7.1 co-operate with the Supplier;

7.2 provide the Supplier with any information reasonably required by the Supplier;

7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the Services, the cost of which shall be the sole responsibility of the Customer; and

7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

7.5 The Customer shall be liable to compensate the Supplier for any expenses incurred as a result of the Customer's failure to comply with the above clauses.

7.6 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the Goods and Services agreed in the Proposal, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty, the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than 5 working days' written notice the full amount of the Goods and Services contracted for as set out in the Agreement.

8 SUPPLIER'S OBLIGATIONS

8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.

8.2 The Supplier shall perform the Services with reasonable skill and care, and to a reasonable standard in accordance with recognised standards and codes of practice.

8.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects prior to third party delivery.

8.4 In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery (this excludes all external timber cladding, please see 8.5). This includes double glazing units and other third party products used in the construction of a MiPod.

8.5 All timber cladding will be covered with our 12-month guarantee. All maintenance instructions must be followed as this may invalidate the warranty. This 12-month cladding guarantee does not cover accidental damage or abuse of said cladding.

9 WARRANTY

The Supplier provides the following structural warranty in relation to the Goods supplied:

9.1 The Supplier warrants the structural integrity of any MiPod supplied for a period of 1 year from the date of delivery. The warranty applies to all the structural elements of the building – steel frame, timber stud work, rafters and floor joists only. Provided they are adequately maintained and not the result of accidental damage or abuse. The warranty does not however apply to internal floor finishes, internal wall finishes, ceiling finishes or fixtures and fittings, all of which are covered by the 12-month defects warranty, nor the external fabric of the building, external cladding (see 8.5), fascia, plinth and trims.

This warranty is subject to the following conditions:

- (a) The Customer must notify the Supplier in writing or via email immediately upon being aware of any defect.
- (b) The Goods must be maintained in good condition and regular maintenance carried out as per instructions provided by the Supplier. For avoidance of doubt we recommend keeping records of any maintenance work carried out.
- (c) The Goods must not be relocated from their original delivery position except by arrangement with the Supplier.
- (d) The Supplier must be afforded every opportunity to remedy any defect.
- (e) MiPod's are clad with timber which as a natural product may in time produce shakes, curling, bowing etc. These will not affect the structural integrity of the unit and are therefore excluded from the warranty.
- (f) Any alterations, modifications, extensions, or re-modelling of the building exterior or interior not carried out or approved by MiPod would invalidate the warranty.
- (g) No responsibility can be accepted by Shopfit UK (Hull) Ltd for haulage or siting works carried out by any other party other than Shopfit UK (Hull) Ltd, and thus any damage caused in doing this is not covered under warranty.

10 SHORTAGES AND DAMAGE

10.1 The Customer shall inspect the Goods and notify Shopfit UK (Hull) Ltd within 48 hours of the day of receipt of any shortages or damage to the said Goods.

10.2 Shortages or damage should be reported with detail, either in writing to Shopfit UK (Hull) Ltd' address, by email to info@mipod.solutions or by telephone. Pictures may be requested.

11 CANCELLATIONS AND REFUNDS

11.1 The Customer may cancel an order by notifying the Supplier in writing at the address above, via email or telephone within 7 days of placing an order and any deposit paid will be refunded in full.

11.2 Cancellation prior to production will incur loss of £500 or 20% of the holding deposit, whichever is greater, although this may be returned at Shopfit UK (Hull) Ltd discretion.

11.3 Once production has commenced, the 60% deposit is not returnable upon cancellation of the order.

11.4 If the Customer fails to cancel the order within the time specified in Clause 11.1 any deposit paid will not be returnable.

12 LIMITATION OF LIABILITY

12.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.

12.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

12.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date.

13 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control. This includes but is not limited to acts of God, strikes, lock outs, accidents, Pandemic, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. The Supplier also has the right to terminate the Agreement in the event of Force Majeure.

14 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and

effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

15 ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous Agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

16 GOVERNING LAW

16.1 These Terms and Conditions shall be governed by and construed in accordance with UK Law and the parties hereby submit to the exclusive jurisdiction of the English/Welsh/Scottish Courts.

16.2 All sales conducted through Shopfit UK (Hull) Ltd are subject to these Terms and Conditions.