

TERMS & CONDITIONS

The Customer's attention is particularly drawn to the provisions of clauses 9, 12 and 13.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Account Customers: [Customers who have submitted a completed account request form and which account request form has been formally accepted by Deans Blinds And Awnings]

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Contract: the contract between Deans Blinds And Awnings and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from Deans Blinds And Awnings and, unless expressly differentiated, this term includes Account Customers.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning set out in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 15.1(a).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Deans Blinds And Awnings.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Deans Blinds And Awnings quotation, or overleaf, as the case may be.

Renovation Works: renovation works to a Customer's existing awning/canopy carried out by Deans Blinds And Awnings at the request of the Customer

Services: the services, including the Deliverables, supplied by Deans Blinds And Awnings to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by Deans Blinds And Awnings to the Customer.

Supplier Materials: has the meaning set out in clause 8.1(g).

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 Subject to clause 9.5 the Order shall only be deemed to be accepted when Deans Blinds And Awnings issues written acceptance of the Order (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Deans Blinds And Awnings which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Deans Blinds And Awnings and any descriptions of the Goods or illustrations or descriptions of the Services contained in Deans Blinds And Awnings catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by Deans Blinds And Awnings shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify Deans Blinds And Awnings against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Deans Blinds And Awnings in connection with any claim made against Deans Blinds And Awnings for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Deans Blinds And Awnings use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Deans Blinds And Awnings reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1 Deans Blinds And Awnings shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Deans Blinds And Awnings reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 Deans Blinds And Awnings shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Deans Blinds And Awnings notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Deans Blinds And Awnings shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Deans Blinds And Awnings with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Deans Blinds And Awnings fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Deans Blinds And Awnings shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Deans Blinds And Awnings with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept or take delivery of the Goods within seven Business Days of Deans Blinds And Awnings notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Deans Blinds And Awnings failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the eighth Business Day following the day on which Deans Blinds And Awnings notified the Customer that the Goods were ready; and

- (b) Deans Blinds And Awnings shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including without, limitation, re-delivery, re-installation, insurance etc.). Examples of the storage costs are available upon request.
- 4.7 If fourteen Business Days after Deans Blinds And Awnings notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, Deans Blinds And Awnings may resell or otherwise dispose of part or all of the Goods and, at Deans Blinds And Awnings discretion, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 The Customer shall not be entitled to reject the Goods if Deans Blinds And Awnings delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.9 Deans Blinds And Awnings may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

- 5.1 Deans Blinds And Awnings warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
 - (a) conform in all material respects with their description of the Goods Specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by Deans Blinds And Awnings.
- 5.2 Subject to clause 5.3, if:
 - (a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) Deans Blinds And Awnings is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by Deans Blinds And Awnings) returns such Goods to Deans Blinds And Awnings place of business at the Customer's cost,

Deans Blinds And Awnings shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 Deans Blinds And Awnings shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
 - (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow Deans Blinds And Awnings oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

- (c) the defect arises as a result of Deans Blinds And Awnings following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer (including its agents, employees, contractors, workers, representatives or other third parties) interferes with, alters or repairs such Goods without the written consent of Deans Blinds And Awnings;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, Deans Blinds And Awnings shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Deans Blinds And Awnings under clause 5.2.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until Deans Blinds And Awnings has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods that Deans Blinds And Awnings has supplied to the Customer.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as Deans Blinds And Awnings bailee;
- (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Deans Blinds And Awnings property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Deans Blinds And Awnings behalf from the date of delivery;
- (e) notify Deans Blinds And Awnings immediately if it becomes subject to any of the events listed in clause 1.1 to clause 1.1; and
- (f) give Deans Blinds And Awnings such information relating to the Goods as Deans Blinds And Awnings may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 1.1 to clause 1.1, or Deans Blinds And Awnings reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Deans Blinds And Awnings may have, Deans Blinds And Awnings may at any time require the

Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES/INSTALLATION

- 7.1 Deans Blinds And Awnings shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 Deans Blinds And Awnings shall use all reasonable endeavours to meet any performance dates and times for the Services specified in writing by Deans Blinds And Awnings, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Deans Blinds And Awnings shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Deans Blinds And Awnings shall notify the Customer in any such event.
- 7.4 Deans Blinds And Awnings warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - (b) co-operate with Deans Blinds And Awnings in all matters relating to the Services;
 - (c) provide Deans Blinds And Awnings, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Deans Blinds And Awnings to provide the Services;
 - (d) provide Deans Blinds And Awnings with such information and materials as Deans Blinds And Awnings may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) **prepare the Customer's premises for the supply of the Services and be responsible for ensuring any structure upon which the Goods are to be installed are structurally sound and suitable for the installation of the Goods and, in addition to the limitations and exclusions of liability (and subject to the restrictions thereon) set out in clause 12, Deans Blinds And Awnings shall have no liability for any losses suffered or costs incurred as a result of the Customer's premises not being suitable for the installation of the Goods;**
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (g) keep and maintain all materials, equipment, documents and other property of Deans Blinds And Awnings (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain Deans Blinds And Awnings Materials in good condition until returned to Deans Blinds And Awnings, and not dispose of or use Deans Blinds And Awnings Materials other than in accordance with Deans Blinds And Awnings written instructions or authorisation.

8.2 If Deans Blinds And Awnings performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) Deans Blinds And Awnings shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Deans Blinds And Awnings performance of any of its obligations;
- (b) Deans Blinds And Awnings shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Deans Blinds And Awnings failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse Deans Blinds And Awnings on written demand for any costs or losses sustained or incurred by Deans Blinds And Awnings arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Deans Blinds And Awnings published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.

9.2 The charges for Services shall be on a time and materials basis:

- (a) the charges shall be calculated in accordance with Deans Blinds And Awnings standard daily fee rates, as set out in the Order;
- (b) Deans Blinds And Awnings standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) Deans Blinds And Awnings shall be entitled to charge an overtime rate of 150 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and
- (d) Deans Blinds And Awnings shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Deans Blinds And Awnings engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Deans Blinds And Awnings for the performance of the Services, and for the cost of any materials.

9.3 Deans Blinds And Awnings reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. Deans Blinds And Awnings will give the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Deans Blinds And Awnings in writing within two weeks of the date of Deans Blinds And Awnings notice and Deans Blinds And Awnings shall have the right without limiting its

other rights or remedies to terminate the Contract by giving one weeks' written notice to the Customer; and

- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Deans Blinds And Awnings that is due to:
 - (i) any factor beyond the control of Deans Blinds And Awnings (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Deans Blinds And Awnings adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of the supply of Goods only, Deans Blinds And Awnings shall invoice the Customer when the goods are ready for delivery. In respect of the supply of Services, Deans Blinds And Awnings shall invoice the Customer [weekly] in arrears.

9.5 Deans Blinds And Awnings reserves the right in the case of non-Account Customers, to receive an on account payment equal to 50% of the price of the Order before processing an Order.

9.6 The Customer shall pay the balance of each invoice submitted by Deans Blinds And Awnings:

- (a) In the case of Account Customers, within 30 days of the date of the invoice; and
 - (b) In the case of non-Account Customers prior to delivery of the goods;
- and, in both cases,
- (c) in full and in cleared funds to a bank account nominated in writing by Deans Blinds And Awnings, and

time for payment shall be of the essence of the Contract.

9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Deans Blinds And Awnings to the Customer, the Customer shall, on receipt of a valid VAT invoice from Deans Blinds And Awnings, pay to Deans Blinds And Awnings such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.8 Without limiting any other right or remedy of Deans Blinds And Awnings, if the Customer fails to make any payment due to Deans Blinds And Awnings under the Contract by the due date for payment (**Due Date**), Deans Blinds And Awnings shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Barclays Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Deans Blinds And Awnings in order to justify withholding payment of any such

amount in whole or in part. Deans Blinds And Awnings may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Deans Blinds And Awnings to the Customer.

9.10 If Renovation Works are required the extent and cost of those works will not always be known until Deans Blinds And Awnings has investigated and commenced work on the Customer's existing awning or canopy. Any additional costs or charges, which have not already been quoted in the Order for the Renovation Works, will be payable by the Customer before completion of the Renovation works, or, if the Renovation Works have already been completed, within 30 days of Deans Blinds And Awnings invoice.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Deans Blinds And Awnings.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Deans Blinds And Awnings obtaining a written licence from the relevant licensor on such terms as will entitle Deans Blinds And Awnings to license such rights to the Customer.

10.3 All Supplier Materials are the exclusive property of Deans Blinds And Awnings.

11. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude Deans Blinds And Awnings liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

- (e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) Deans Blinds And Awnings shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Deans Blinds And Awnings total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000,000.00 (one million pounds).

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 The Customer's attention is specifically drawn to this clause 13. The Goods are bespoke and manufactured to specification and therefore, subject to the remainder of this clause 13, the Contract cannot be terminated by the Customer once an Order has been accepted by Deans Blinds And Awnings.

13.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if

the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within fourteen days after receipt of notice in writing of the breach;

13.3 Without limiting its other rights or remedies, Deans Blinds And Awnings may terminate the Contract:

- (a) by giving the Customer one months' written notice;
- (b) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4 Without limiting its other rights or remedies, Deans Blinds And Awnings shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Deans Blinds And Awnings if

the Customer fails to pay any amount due under this Contract on the due date for payment.

13.5 Deans Blinds And Awnings reserves the right at Deans Blinds And Awnings discretion to close/cancel an Account Customers account with Deans Blinds And Awnings at any time on one week's notice.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Deans Blinds And Awnings all of Deans Blinds And Awnings outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Deans Blinds And Awnings shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Deans Blinds And Awnings Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Deans Blinds And Awnings may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. GENERAL

15.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Deans Blinds And Awnings including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, illness, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Deans Blinds And Awnings shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Deans Blinds And Awnings from providing any of the Services and/or Goods for more than four weeks, Deans Blinds And Awnings shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

- (a) Deans Blinds And Awnings may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of Deans Blinds And Awnings, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered

office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

15.4 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Deans Blinds And Awnings.

15.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.