

## **SPECTATOR SEATING LIMITED – CONDITIONS OF SALE**

### **INFORMATION ABOUT US:**

Spectator Seating Limited is registered in England and Wales under Company number 5034243 with our registered office at 34 Waterloo Road, Wolverhampton, West Midlands, WV1 4DG, England, United Kingdom.

Our main trading and manufacturing address being Unit 9, Wall End Close, Leamore Industrial Estate, Bloxwich, Walsall, West Midlands, WS2 7PH, England, United Kingdom.

### **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US:**

All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending an order confirmation (Order Confirmation) to the (delivery) (contact email) address specified in the Order. The contract between us (Contract) will only be formed when we send you the Order Confirmation. The Contract will relate only to those Products listed in the Order Confirmation. Any Additions or changes to any order must be confirmed in a separate Order Confirmation. You shall be responsible for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by you, and for giving us any necessary information relating to the Products within a sufficient time to enable us to perform the Contract. We reserve the right to make any changes in the specification of the Products which are required to conform with any applicable safety or other statutory requirements or which do not materially affect their quality or performance. If the Products are to be manufactured or any process is to be applied to the Products by us in accordance with a specification submitted by you, you shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or which we agree to pay in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from our use of your specification. Where products other than our standard products are supplied by us to your specification, the Products may vary in accordance with normal trade tolerances from dimensions specified by you in the Order and you shall not be entitled to make any claim against us in respect of any such variations. All Products are made by Spectator Seating Limited specifically for your order. Because of this, no order accepted by us where manufacturer has commenced may be cancelled by you except with our written agreement and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

### **CONSUMER RIGHTS:**

As a business customer, purchases made under the Contract will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended) and other related consumer legislation.

## **AVAILABILITY AND DELIVERY**

We shall use our reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by you or any third party arising directly or indirectly out of failure to meet any estimated delivery date. If we are unable to deliver the Products on any agreed delivery date because you or a person nominated by you are not at the delivery address or if access to that address is denied or is not safely or lawfully possible, we reserve the right to: (a) store the Products until actual delivery and charge you for the reasonable costs (including insurance) of storage and for any unsuccessful attempt to deliver the Products. The charge we normally apply is 10% of the order value + VAT; or (b) sell the Products at the best price readily obtainable and (after deducting all reasonable storage, attempted delivery, insurance and selling expenses) refund the balance (if any) of any payment you have made to us or charge you for any shortfall between any payment you have made us and the price we obtain on the sale of the Products. If we cannot access any delivery point requested on an order, due to the size of vehicle required or the entrance to the site, we reserve the right to charge any subsequent carriage charges incurred by Spectator Seating Limited to make the delivery possible. We will advise you of these costs before attempting a second delivery. Delivery will be to the nearest undercover point on ground level or as directed to the nearest working area as directed/agreed by Installations Manager. We will not delivery products up flights of stairs.

The removal and disposal of all packaging materials and pallets utilized to protect and contain goods in transit will be to the Purchasers account and will be in line with any current and required environmental regulations and legislation.

## **RISK AND TITLE:**

The Products will be at your risk from the time of delivery. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

We reserve the right to reclaim goods in case of non-payment.

## **PRICE AND PAYMENT:**

Price will be that quoted and agreed with your order confirmation and exclude VAT. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

**PAYMENT TERMS: CREDIT ACCOUNT HOLDERS:** This shall only apply to credit account holders. UK Customers holding approved Spectator Seating Limited credit account facilities must pay within 30 days Net from the date of invoice unless otherwise agreed. You should allow 7 days for normal banking and postal delays when making payment. Failure to comply with the Conditions may result in the withdrawal of credit account facilities and any sums outstanding will then become payable immediately. Spectator Seating Limited reserves the right to charge interest on all overdue balances on credit accounts at a rate of 8% above the NatWest Plc base rate, accruing daily. In the event that the account is passed to a third party for collection of outstanding balances, Spectator Seating Limited will claim reimbursement of all costs incurred in that collection from you.

**PAYMENT TERMS – NON CREDIT ACCOUNTS:** Unless you have an account with us, payment must be received in full prior to the despatch of goods. We will send you a Pro-forma Invoice, no order will be fulfilled until full payment amount has been received and cleared.

## **OUR LIABILITY AND GUARANTEE:**

We hereby guarantee to you that: (a) We shall free of charge either repair, or at our own expense, replace defective Products where the defects appear under the proper use within 5 years from delivery under the terms and conditions of guarantee PROVIDED THAT: (I) notice in writing of the defects complained of shall be given to us as soon as they appear; and (II) such defects shall be found to our reasonable satisfaction to have arisen solely from our faulty design, workmanship or materials. For the avoidance of doubt, defects will not be regarded as having arisen solely from our faulty design, workmanship or materials in any of the following circumstances: (a) where such defects arise from any drawing, design or specification supplied by you; or (b) where such defects arise from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our maintenance instructions (whether oral or in writing), misuse or alteration or repair of the Products without our approval. Any repaired or replaced Products shall be redelivered by us free of charge to the original point of delivery but otherwise in accordance with and subject to these terms and conditions. Alternatively we shall be entitled in our absolute discretion to refund the price of the defective Products in the event that such price shall already have been paid by you to us or if such price has not been paid to relieve you of all obligation to pay the sum by the issue of a credit note in your favour in the amount of such price. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased. This does not include or limit in any way our liability: (a) For death or personal injury caused by our negligence; (b) Under section 2 (3) of the Consumer Protection Act 1987; (c) For fraud or fraudulent misrepresentation; or (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, or attempt to exclude, our liability. We are not responsible for any indirect losses which happen as a side effect of the main loss or damage.

## **EVENTS OUTSIDE OUR CONTROL:**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

## **WAIVER:**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

**TRANSFER OF RIGHTS AND OBLIGATIONS:**

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

**SEVERABILITY:**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any event, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**ENTIRE AGREEMENT:**

These terms and conditions and any documents expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**OUR RIGHT TO VARY THESE TERMS AND CONDITIONS:**

Spectator Seating Limited reserves the right to amend the Terms & Conditions at any time without notice. These will be available both online and available on request.

**LAW AND JURISDICTION:**

Contracts for the purchase of our Products will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Applicability of the United Nations Convention on the International Sale of Goods (CISG. 1980) is explicitly excluded.

