

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

THIS SUPERSEDES ALL PREVIOUS TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. In these Conditions the following words have the following meanings:
- | Word | Meaning |
|----------------------------|--|
| "Buyer" | the person(s), firm or company from whom an order to supply Goods and/or Services is received; |
| "Company" | by the company Lucky Number 13 Ltd (registered number 13307971) of 86-90 Paul St, London, EC2A 4NE; |
| "Company Materials" | any documents or other materials, and any data or other information provided by the company relating to the Goods and/or services; |
| "Conditions" | the standard terms and conditions of sale as set out in this document; |
| "Contract" | any contract between the Company and the Buyer for the sale and purchase of the Goods and/or Services; |
| "Delivery" | shall mean the time when possession of the Goods and/or Services passes to the Buyer whether carriage of the Goods and/or Services is arranged by the Company or the Buyer or where delivery is deemed to have taken place under Condition 4.4); |
| "Delivery Point" | the place where Delivery of the Goods is to take place under Condition 4.1; |
| "Goods" | any goods agreed in the Contract to be supplied to the Buyer by the Company; |
| "Services" | any services agreed in the Contract to be supplied to the Buyer by the Company; |
| "Work" | any Services which have been completed which may or may not have been delivered to the Buyer. |
- 1.2. In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be constructed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2. APPLICATION OF TERMS

- 2.1. Subject to any variation under Condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3. These Conditions apply to all the Company's sales of Goods and/or Services and any variation to these Conditions and any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by a duly authorised signatory on behalf of the Company.
- 2.4. Each order for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these Conditions.
- 2.5. No order placed by the Buyer shall be deemed to be accepted by the Company until the Company issues a written acknowledgement of order or (if earlier) on Delivery.
- 2.6. The Company shall use all reasonable endeavours to deliver the Goods and/or Services in accordance with the specification/scope indicated to the Company by the Customer. The Buyer shall ensure that any alterations to that specification/scope are notified to the Company by the Customer or the Buyer as soon as possible but the Company shall not be obliged to accept any alterations to the relevant specification after acceptance of the Buyer's order.
- 2.7. The Company shall not accept any liability or responsibility for any errors in specification after Delivery.
- 2.8. Any quotation is given on the basis that no contract will come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

- 3.1. The description of the Goods and/or Services shall be as set out in the Company's quote, written estimate and confirmation of order.
- 3.2. All images, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of this Contract.
- 3.3. The Company reserves the right to make minor alterations to the applicable specification, design or construction of the Goods and/or Services without any prior notification to the Buyer or more significant alterations where it is required to do so in order to comply with any applicable statutory or regulatory requirement.

4. DELIVERY

- 4.1. The Buyer will take Delivery of the Goods and/or Services within 7 days of the Company giving it notice that the Goods and/or Services are ready for Delivery.
- 4.2. Any dates specified by the Company for Delivery of the Goods and/or Services are intended to be an estimate and time for Delivery shall not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.
- 4.3. Subject to the other provisions of these Conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the Delivery of the Goods and/or Services (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.4. If for any reason the Buyer will not accept Delivery of any of the Goods and/or Services when they are ready for Delivery (as notified by Company in accordance with Condition 4.1) or the Company is unable to deliver the Goods and/or Services on time because the Buyer has not provided appropriate instructions, documents, licences, authorisations or access:
- 4.4.1. risk in the Goods and/or Services will pass to the Buyer (including for loss or damage caused by the Company's negligence) at 9am on the date 7 days' after the Company gave notice for delivery under Condition 4.1 ("**Notice Date**");
 - 4.4.2. the Goods and/or Services will be deemed to have been delivered on the Notice Date;
 - 4.4.3. the Company may store the Goods until Delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); and
 - 4.4.4. demurrage will be charged at the rate of £50 per week per Good not delivered. The Goods will not be available for collection or dispatch until all demurrage charges are paid.
- 4.5. The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for unloading the Goods.
- 4.6. The Buyer will ensure that areas/locations where Services are to be delivered that they are clean & safe. The Buyer also ensures that they have the necessary permissions from any landowner or party who controls a controlling interest in the property for which Services are to be delivered.

5. ALTERATION AND CANCELLATION

- 5.1. The Goods and/or Services shall be delivered to the specification agreed in writing between the Company and the Buyer.
- 5.2. Alterations to the agreed specification must be agreed in writing. Any cost of alteration to the agreed specification will be charged to the Buyer.

5.3. Any orders cancelled after the Confirmation of Order shall be paid in full by the Buyer, unless the Company agrees otherwise, in writing. In such cases the Company will use reasonable endeavours to resell the Goods at the best possible price. The Company will refund to the Buyer the price received for any Goods re-sold, less any expenses incurred.

5.4. The Company reserves the right to cancel any order at any time prior to delivery, and in this event will refund any monies paid and shall not have any other liability to the Buyer.

5.5. The Company reserves the right to vary any specification of its goods and/or Services, without prior notice, so as to comply with any applicable legislation or for any other reason.

6. NON-DELIVERY

6.1. The Company shall not be liable for any non-Delivery of Goods and/or Services (even if caused by the Company's negligence) unless written notice is given to the Company within 7 days of the date when the Goods and/or Services would in the ordinary course of events have been received.

6.2. Any liability of the Company for non-Delivery of the Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.

7. RISK/TITLE

7.1. The Goods are at the risk of the Buyer from the time of Delivery.

7.2. Ownership of the Goods and/or Services shall not pass to the Buyer until the Company has received in full (cleared funds verified by the Company's Bank) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

7.3. Until ownership of the Goods has passed to the Buyer, the Buyer must:

7.3.1. hold the Goods on a fiduciary basis as the Company's bailee;

7.3.2. store the Goods (at no cost to the Company) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

7.3.3. maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and hold the proceeds of the insurance on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

7.4. The Buyer's right to possession of the Goods and/or Services shall terminate immediately if:

7.4.1. the Buyer has a bankruptcy order made against him or makes arrangement or composition with his creditors, or otherwise takes the benefits of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its under taking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer, for the granting of an administration order in respect of the Buyer or for the Buyer to enter into a moratorium, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

7.4.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade;

7.4.3. the Buyer encumbers or in any way charges any of the Goods;

7.4.4. the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

7.4.5. the Buyer fails to pay any sums owned to the Company when due.

7.5. The Company shall be entitled to recover payment for the Goods and/or Services notwithstanding that ownership of any of the Goods and/or Services has not passed from the Company.

7.6. The Buyer grants the Company, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them. All expenses incurred through inspection or for recovery will be charged to the Buyer.

8. PRICE

8.1. Unless otherwise agreed by the Company in writing the price for the Goods and/or Services shall be the price, set out in the Company's written estimate and/or invoice.

8.2. The price for the Goods and/or Services shall be exclusive of any value added tax, which shall be paid by the Buyer in addition to the price (where applicable).

8.3. All costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods and/or Services.

8.4. The Company reserves the right to increase the price where the costs of materials required for the production of the Goods and/or Services are increased by the Company's suppliers following the Company providing its written estimate or quotation.

9. PAYMENT

9.1. The Company shall invoice the Buyer for the Goods and/or Services as follows:

9.1.1. 50% of the total cost of the work (as outlined in the Quote/Specification) shall be invoiced and payable at the time the Company accepts the Buyer's Order which will be non-refundable (the "Initial Payment");

9.1.2. the balance of the price for the Goods and/or Services will be invoiced by the Company prior to hand over of the Work and be payable immediately on receipt of invoice,

unless the Company has agreed otherwise with the Buyer in writing.

9.2. The Holding Deposit will be non-refundable, which both parties agree is fair and reasonable in order for the Company to secure booking space in the Company's schedule.

9.3. Time for payment shall be of the essence.

9.4. No payment shall be deemed to have been received until the Company has received cleared funds verified by the Company's Bank.

9.5. All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.

9.6. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

9.7. If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time

of NatWest plc, accruing on a daily basis until payment is made, whether before or after any judgment.

9.8. The Company reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

9.9. Payments made in cash can only be accepted up to a maximum of EUR 10,000 Euros per single transaction as required by the Money Laundering Regulations 2017.

9.10. Where the Buyer chooses to pay for any Goods and/or Services using a third party finance company, whether someone introduced to the Buyer by the Company or otherwise, the Buyer remains fully liable for all sums due to the Company for their Goods and/or Services. The Buyer agrees to indemnify the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company as a result of any arrangements between the Buyer and any third party financing company it uses to purchase Goods and/or Services (including, but not limited to, any liabilities arising from the Buyer failing to pay any sums to their finance company when due).

10. QUALITY

10.1. Where the Company is not the manufacturer of any component items incorporated in the Goods, the Company will use reasonable endeavours to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

10.2. The Company warrants that (subject to the other provisions of these Conditions) upon Delivery, and for the period of 12 months from the date of delivery, the Goods will:

10.2.1. be of satisfactory quality within the meaning of the Sale of Goods Act 1979;

10.2.2. be reasonably fit for use and

10.2.3. be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Company.

10.3. The Company shall not be liable for the breach of any of the warranties in Condition 10.2 unless:

10.3.1. the Buyer gives written notice of the defect to the Company within 5 days of the time when the Buyer discovers or ought to have discovered the defect;

10.3.2. the Company is given a reasonable opportunity after receiving the notice of examining such Goods;

10.4. The Company shall not be liable for a breach of any of the warranties in Condition 10.2 if the defect arises because the Buyer (or its Customer) failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or the Buyer (or its Customer) alters or repairs such Goods without the written consent of the Company.

10.5. Subject to Conditions 10.3 and 10.4, if any of the Goods do not conform with any of the warranties in Condition the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate relative to the value of the non-conformities identified.

10.6. Where the Company opts to repair the Goods (or any defective part) under Condition 10.5, the Buyer shall (and (where applicable) shall procure that its Customer for the Goods shall) provide the Company (and its authorised representatives and contractors) with all reasonable assistance and access to their premises and home to enable them to carry out any required repairs.

10.7. If the Company complies with Condition 10.5 it shall have no further liability for a breach of any of the warranties in Condition 10.2 in respect of such Goods.

10.8. Any repaired or replacement Goods or component parts of such Goods will be guaranteed on these terms for the unexpired portion of the 12 month period.

10.9. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company.

11. BUYER'S OBLIGATIONS

11.1. The Buyer shall at all times:

11.1.1. ensure that the terms of their order provided to the Company are correct and accurate:

11.1.2. co-operate in all matters relating to the Goods and/or Services;

11.1.3. provide the Company, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Supplier to deliver the Goods and/or Services;

11.1.4. provide the Company with such information and materials as the Company may reasonably require in order to supply the Goods and/or Services, and ensure that such information is complete and accurate in all material respects;

11.1.5. prepare the Buyer's premises for delivery of the Goods and/or Services; and

11.1.6. comply with all applicable laws and regulations and all instructions of the Company regarding the Goods.

12. LIMITATION OF LIABILITY

12.1. The following provisions of this Condition 12 set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

12.1.1. any breach of these Conditions;

12.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract; and

12.1.3. any breach of statutory duty or any other liability arising out of or in connection with the Contract.

12.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

12.3. Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law. (The Buyer's attention is drawn to the provisions of Condition 12.4 below).

12.4. Subject to Condition 12.2 and 12.3:

12.4.1. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £250; and

12.4.2. the Company shall not be liable to the Buyer for any:

12.4.2.1. indirect, special or consequential loss or damage;

12.4.2.2. loss of profit,

12.4.2.3. loss of sales or business,

12.4.2.4. loss of or damage to goodwill or reputation;

12.4.2.5. loss of agreements or contracts; or

12.4.2.6. costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. INTELLECTUAL PROPERTY

13.1. Subject only to Condition 13.2, the property and any copyright or other intellectual property rights in any Company Materials or Work shall, unless otherwise agreed in writing between the Buyer and the Company, belong to the Company.

13.2. The Company grants to the Buyer a non-exclusive, non-transferrable licence to such Intellectual Property Rights as are necessary for the Buyer to use the Goods or Work. The Buyer shall not sub-licence, assign or otherwise transfer the rights granted under this Condition 13.2.

13.3. The Buyer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to the Company for the term of the Contract for the purpose of providing the Goods or Work to the Buyer.

14. ASSIGNMENT AND SUBCONTRACTING

14.1. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14.2. The Company may assign or sub-contract the Contract or any part of it to any person, firm or company in its absolute discretion.

15. FORCE MAJEURE

The Company reserves the right to defer the date of Delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give no fewer than 60 days' notice in writing to the Company to terminate the Contract.

16. GENERAL

16.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

16.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

16.4. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

16.5. The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.6. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17. COMMUNICATIONS

17.1. All communications between the parties about this Contract must be in writing and delivered by hand or sent by recorded delivery:

17.1.1. (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

17.1.2. (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

17.2. Communications shall be deemed to have been received:

17.2.1. If sent by pre-paid first class post, 3 days (excluding Saturdays, Sundays and Bank and public holidays within the United Kingdom) after posting (exclusive of the day of posting);

17.2.2. if delivered by hand, on the day of delivery;

17.2.3. if sent by email on a working day prior to 16:00, at the time of transmission and otherwise on the next working day. Communications addressed to the Company shall be marked for the attention of the Managing Director.

18. CONFIDENTIALITY

18.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Condition 18.2.

18.2. Each party may disclose the other party's confidential information:

18.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 18; and

18.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

18.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.