

Terms and Conditions

1. Interpretation

Conditions: the terms and conditions set out in this document.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the entity that purchases the Goods from the Supplier.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

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

Order: the Customer's order for the Goods, as set out in the Customer's written acceptance of the Supplier's quotation.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Supplier.

Supplier: Indigo Illusions of 5 Woodyard Close, Mulbarton, Norwich, NR14 8AS [(registered in England and Wales with company number 11685211)]

1.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute, as amended.

1.2 a reference to writing or written includes emails

2. Basis of contract

2.1 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.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. 2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.5 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

3. Goods

3.1 The Goods are described in the Specification.

3.2 The Customer shall indemnify the Supplier 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 the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Delivery

4.1 The Supplier shall deliver the Goods to the location set out in the Order or another location as the parties may agree (Delivery Location).

4.2 Delivery is completed on the sending of the Goods by the Supplier.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay or failure in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions that are relevant to the supply of the Goods. The Supplier's liability shall be limited to 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.

4.4 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 The Supplier warrants that the Goods shall conform with the Specification be free from material defects in design and workmanship.

5.2 Subject to clause 0, if:

(a) the Customer gives notice in writing to the Supplier within a reasonable time of discovery that the Goods do not comply with the warranty set out in clause 0;

(b) the Supplier has reasonable opportunity to examine the Goods; and

(c) the Customer returns such Goods to the Supplier;

the Supplier shall, at its option, replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 0 in any of the following events:

(a) the defect arises because the Customer failed to follow the Supplier's instructions as to the commissioning, installation and use of the Goods;

(b) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

(c) the Customer alters the Goods without the Supplier's written consent; (d) changes to ensure Goods comply with relevant statutory authorities. 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 0.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act are, to the fullest extent permitted by law, excluded from the Contract.

6. Title and risk

6.1 Risk in the Goods passes to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full for the Goods, in which case title to the Goods shall pass at the time of payment of all such sums.

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

(a) store the Goods separately from all other of the Customer's goods so that they remain readily identifiable as the Supplier's property;

(b) not remove or deface any identifying mark relating to the Goods;

(c) keep the Goods insured for all risks for their full price from delivery;

(d) notify the Supplier immediately if it becomes subject to any event listed in clause 8.1; and

(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 If before title to the Goods passes to the Customer, the Customer becomes subject to any event listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have the Supplier may at any time require the Customer to deliver up all Goods in its possession.

7. Price and Payment

7.1 The price of the Goods shall be the price set out in the Order.

7.2 The Supplier may, by notice to the Customer at any time, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control;

(b) any request by the Customer to change the delivery date(s), types of Goods, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information.

7.3 The Supplier may invoice the Customer for the Goods at any time.

7.4 The Customer shall pay the invoice in full cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated by the Supplier. Time for payment is of the essence.

7.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the amount.

7.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

8. Termination

8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion their capability to adequately fulfil its obligations is in jeopardy.

8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract if the Customer becomes subject to any of the events listed in clause 8.1.

8.3 The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if they fail to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract, the Customer shall immediately pay all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force after termination shall remain in full force and effect.

9. Limitation of liability

9.1 Nothing shall limit or exclude the Supplier's 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 s12 of the Sale of Goods Act.

9.2 Subject to clause 9.1:

(a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort, 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) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, shall in no circumstances exceed 75% of the price of the Goods.

10. **Force majeure** Neither party shall be in breach of this Contract nor liable for delay or failure in performing any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

11. **Assignment and other dealings.** The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not do so without written consent of the Supplier.

12. Confidentiality.

12.1 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, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information 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 and as may be required by law, a court or any governmental or regulatory authority.

13. Entire agreement.

13.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this agreement.

14. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed.

15. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

16. **Severance.** If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

17. **Governing law.** The Contract and any dispute or claim arising out of or in connection with its subject matter, shall be governed by and construed in accordance with the law of England and Wales.

18. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

19. Notices.

17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business and shall be delivered personally, sent by pre-paid first class post, commercial courier, or email.

17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address; if sent by pre-paid first class post, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

20. Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.

