

Spa Design and Build Limited

Registered in England and Wales | Company No. 06487710 | VAT No. 3953231850 | Incorporated 2021

BUSINESS TERMS & CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES

Version 1 | Effective August 2021

1. Interpretation and Basis of Contract

1.1 These Terms apply to all Goods and Services supplied by Spa Design and Build Limited ("Supplier"). 1.2 A contract is formed only upon written Order Confirmation. 1.3 These Terms prevail over any Customer terms. 1.4 The Contract constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations or representations.

2. Design Freeze and Variations

2.1 Works proceed only from drawings approved in writing ("Approved Design"). 2.2 Once approved, the design is frozen. 2.3 Any alteration constitutes a Variation and is chargeable. 2.4 Variations include redesign, supplier costs, additional visits and programme impact. 2.5 No Variation is binding unless agreed in writing.

3. Delivery and Off-Loading

3.1 Delivery dates are estimates unless expressly agreed. 3.2 Unless included in writing, the Customer shall provide competent labour and equipment to off-load Goods. 3.3 Waiting time, abortive delivery, re-delivery and storage are chargeable.

4. Programme and Delay

4.1 The Supplier is entitled to extension of time where delayed by Customer Default or third parties. 4.2 Storage, remobilisation and re-attendance costs are recoverable.

5. Installation Methodology

5.1 Systems must be installed, filled and backfilled strictly in accordance with written instructions. 5.2 Deviation from sequencing, water level control or bracing instructions voids liability. 5.3 Remedial works due to deviation are chargeable Variations.

6. Inspection and Remedial Works

6.1 The Supplier shall be given reasonable opportunity to inspect any alleged defect prior to remedial works being undertaken. 6.2 Failure to provide such opportunity voids any claim in respect of the alleged defect. 6.3 No third party shall carry out remedial works without prior written consent from the Supplier. 6.4 Time-stamped photographic and/or video evidence must be provided for any alleged defect.

7. Industry Risks

7.1 The Supplier is not responsible for latent defects, structural movement, inadequate substrate, utilities failure or third-party interference unless expressly included.

8. Commissioning and Practical Completion

8.1 Commissioning requires prerequisite works to be complete. 8.2 Abortive attendance is chargeable. 8.3 Practical Completion occurs when capable of intended use. 8.4 Minor defects do not prevent completion or payment. 8.5 Failure to issue a written snag list within 5 Business Days constitutes deemed acceptance.

9. Payment

9.1 Invoices are payable without deduction, set-off, counterclaim or withholding of any kind. 9.2 Interest applies under the Late Payment of Commercial Debts (Interest) Act 1998. 9.3 The Supplier may suspend works for non-payment.

10. Title and Risk

10.1 Risk passes upon delivery. 10.2 Title remains with the Supplier until full payment in cleared funds.

11. Warranties

11.1 Workmanship warranties are contractual only. 11.2 No warranty is insurance-backed unless an Insurance Backed Guarantee certificate is issued. 11.3 Warranty excludes wear and tear, misuse and improper maintenance.

12. Limitation of Liability

12.1 Nothing excludes liability for death or personal injury caused by negligence. 12.2 The Supplier shall not be liable for loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of reputation, or any indirect or consequential loss. 12.3 Total liability shall not exceed 100% of the Contract Price paid.

13. Termination

13.1 The Supplier may terminate for material breach or non-payment. 13.2 Upon termination all sums due become payable immediately.

14. Force Majeure

14.1 The Supplier shall not be liable for delay caused by events beyond reasonable control.

15. Intellectual Property and Confidentiality

15.1 All drawings and designs remain the property of the Supplier unless otherwise agreed. 15.2 Confidential information shall not be disclosed without consent.

16. Survival

16.1 Clauses relating to payment, limitation of liability, intellectual property and confidentiality shall survive termination.

17. Governing Law

17.1 Governed by the laws of England and Wales. 17.2 Exclusive jurisdiction of the courts of England and Wales.