

SPA DESIGN AND BUILD LIMITED

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

These Terms apply to all sales of Goods and supply of Services by Spa Design and Build Limited (“Supplier”, “we”, “us”).

1. Definitions and Interpretation

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

Commencement Date: the date the Supplier issues the Order Confirmation.

Contract: the agreement between the Supplier and the Customer formed under clause 2.

Customer: the person or firm purchasing Goods and/or Services from the Supplier.

Deliverables: all outputs including drawings, designs, specifications, manuals and commissioning/handover documentation.

Delivery Location: the location stated in the Order Confirmation or agreed in writing.

Goods: the goods described in the quotation/tender/Order Confirmation.

Services: the services described in the quotation/tender/Order Confirmation including (where applicable) design, manufacture, supply, delivery, installation, commissioning and training.

Order: the Customer’s purchase order or written acceptance of the Supplier quotation/tender.

Order Confirmation: the Supplier’s written acceptance of the Order.

Approved Design: drawings/specifications approved by the Customer in writing (including email) and issued by the Supplier as approved for manufacture/installation.

Variation: any change to scope, Goods, Services, specification, drawings, finishes/materials, programme, access arrangements, working hours, sequence or Delivery Location affecting cost/time.

Customer Default: any act/omission by the Customer or its contractors/trades which delays/prevents Supplier performance.

Supplier Materials: all Supplier-owned equipment, tools, drawings and materials brought onto site or provided to the Customer.

Writing includes email.

2. Contract Formation and Order of Precedence

2.1 The Order is an offer to purchase Goods/Services under these Terms. The Contract is formed only when the Supplier issues an Order Confirmation.

2.2 These Terms apply to the Contract to the exclusion of any other terms the Customer seeks to impose (including purchase order terms).

2.3 Marketing material, brochures and illustrations are indicative only and do not form part of the Contract unless expressly incorporated.

2.4 Entire agreement: the Customer confirms it has not relied on any statement not set out in the Contract.

2.5 Order of precedence (highest first): (a) Order Confirmation / signed Tender Acceptance; (b) Supplier quotation/tender; (c) these Terms; (d) Approved Design; (e) Customer documents.

3. Quotations, Drawings and Tolerances

3.1 Quotations are valid only for the period stated.

3.2 Drawings/dimensions are indicative until Approved Design is issued.

3.3 External dimensions may vary by up to $\pm 50\text{mm}$ where reasonably required by manufacture/installation and this shall not be a defect.

3.4 The Supplier may reasonably amend specification to comply with regulations/standards, manufacturer requirements, or site conditions; any impact is treated as a Variation.

4. Price and Cost Changes

4.1 Prices are as stated and exclude VAT unless stated.

4.2 Prices are fixed for 3 months from Commencement Date unless otherwise stated. Where delivery/performance occurs after 3 months due to Customer Default, programme drift, late approvals, third-party delay or matters outside Supplier control, the Supplier may adjust prices to reflect increased costs.

4.3 Unless expressly included, prices exclude builders works, making good, craneage/lifting, permits/parking, site storage/security and services/works by others.

5. Customer Obligations – Site Readiness and Information

5.1 The Customer must ensure the Order and all information/specifications it provides are complete and accurate.

5.2 The Customer must provide safe access and suitable working conditions.

5.3 The Customer must complete all prerequisites before delivery/installation including access routes/clearances; bases/structure; electrical supplies and isolators; water supply/pressure/flow; drainage; ventilation/extraction/humidity control where required; and prerequisite works by other trades.

6. Delivery, Off-Loading and Access

6.1 Any delivery/installation dates are estimates unless expressly agreed as fixed in writing. Time is not of the essence.

6.2 Off-loading obligation (B2B): Unless the Supplier has expressly agreed and priced off-loading in writing, the Customer must provide sufficient competent labour and equipment to off-load and move delivered Goods safely and immediately on arrival.

6.3 If off-loading labour/equipment is not available, access is restricted, or site prerequisites are incomplete when the delivery vehicle arrives, this is Customer Default and the Supplier may charge waiting time, abortive delivery costs, re-delivery, handling and storage, and any third-party haulage/demurrage charges.

6.4 Where HIAB/crane/forklift or specialist handling is required, the Customer is responsible for permits and traffic management unless expressly included in the Supplier's scope.

7. Design Approval and Design Freeze

7.1 The Supplier can only proceed from Approved Design.

7.2 Once Approved Design is issued, the design is frozen. Any change is a Variation.

7.3 If the Customer requests the Supplier to commence works before Approved Design is issued, the Customer is responsible for any redesign/rework, wasted materials, supplier charges and programme impacts.

8. Variations, Redesign and Material Changes

8.1 No Variation is binding unless confirmed in writing by the Supplier (Variation Order).

8.2 Variations may affect cost and programme. The Supplier is not obliged to proceed until agreed.

8.3 The Customer must pay all Variation-related costs including redesign/re-draws, re-coordination, rework, cancellation/restocking fees, additional manufacturing time, additional visits, waiting time, remobilisation and re-commissioning.

8.4 Substitutions: Where materials/products become unavailable/discontinued or lead times become unreasonable, the Supplier may propose substitutes of equivalent quality/performance. Any impact is a Variation.

9. Programme, Delays and Suspension

9.1 If the Supplier is delayed or prevented by Customer Default, the Supplier may suspend performance, is entitled to an extension of time, is not liable for resulting delay, and the Customer must reimburse all resulting costs/losses.

9.2 If the programme is delayed after approvals such that storage, remobilisation, labour re-booking or re-commissioning is required, the Supplier may charge these as Customer Default costs and/or a Variation.

10. Additional Visits, Abortive Attendance and Waiting Time

10.1 The Contract Price includes only the visits stated in the quotation/tender.

10.2 Additional visits are chargeable where required due to Customer Default, incomplete prerequisites, lack of access, third-party delays, re-commissioning due to other trades, or Variations.

10.3 Charges include labour, waiting time, travel, parking, accommodation/subsistence and equipment hire.

11. Commissioning Preconditions

11.1 Commissioning/testing is conditional upon completion and correctness of prerequisites including electrics, water supply/pressure/flow, drainage, ventilation/extraction/humidity control, plant room readiness and any interfaces by others.

11.2 If commissioning cannot proceed due to prerequisites not being met, the visit is abortive and re-attendance is chargeable under clause 10.

12. Practical Completion, Snagging and Deemed Acceptance

12.1 Practical Completion occurs when the Goods/Services are capable of being used for their intended purpose and commissioning has been completed (or offered where Customer Default prevents completion).

12.2 The Customer must inspect within 5 Business Days of Practical Completion notice and provide a written snag list.

12.3 Minor snagging does not prevent Practical Completion or payment. Only defects materially affecting safe operation will postpone Practical Completion.

12.4 If the Customer fails to provide a snag list within 5 Business Days, or makes beneficial use of the Goods/Services, Practical Completion is deemed achieved.

13. Working Hours and Restricted Access

13.1 Prices assume reasonable uninterrupted access during normal working hours unless stated.

13.2 Out-of-hours working, restricted access, phased working, stop-start requirements or working around other trades requested or caused by the Customer are chargeable and may extend the programme.

14. Health & Safety Suspension

14.1 The Customer must ensure the site is safe and compliant with applicable health and safety obligations.

14.2 The Supplier may suspend works where conditions are unsafe or non-compliant. Suspension and remobilisation costs are chargeable and any delay is Customer Default.

15. Operation, Maintenance and Water Chemistry

15.1 The Customer must operate and maintain systems in accordance with Supplier/manufacturer instructions, including required servicing and water treatment/chemical balance.

15.2 Failures, corrosion, scaling, damage or performance issues caused by improper maintenance or water chemistry outside specified parameters are excluded from warranty and are chargeable to rectify.

16. Insurance-Backed Guarantees (IBG)

16.1 Any workmanship/service warranty offered by the Supplier is a contractual warranty. It is not an insurance-backed guarantee unless expressly stated in writing and accompanied by an IBG certificate/policy number issued to the Customer.

16.2 IBGs may be available on request at additional cost.

17. Payment

17.1 Payment terms are as stated in the quotation/tender/Order Confirmation.

17.2 The Customer must pay invoices in full without set-off, counterclaim or deduction.

17.3 Late payment interest is chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 plus reasonable recovery costs.

17.4 The Supplier may suspend performance where payment is overdue; any resulting delay is Customer Default.

18. Title and Risk

18.1 Risk passes on delivery.

18.2 Title remains with the Supplier until payment is received in full (cleared funds) for the Goods and all sums due.

19. Warranty / Defects

19.1 Warranty terms are as stated in the quotation/tender/Order Confirmation.

19.2 Unless expressly stated, warranty excludes labour, travel and carriage.

19.3 Warranty excludes wear and tear, consumables, misuse, poor maintenance, improper water chemistry, frost damage, third-party works, structural movement and failures of Customer-provided infrastructure/services.

19.4 Warranty is conditional upon full payment.

20. Industry Standard Risks / Latent Conditions

20.1 The Supplier is not responsible for latent defects/hidden conditions, structural movement/settlement, inadequate substrate/base, damp/water ingress from building fabric, asbestos, or third-party workmanship unless expressly included.

20.2 The Supplier is not responsible for failures caused by incorrect/insufficient electrical supply, water supply, drainage or ventilation/humidity control provided by others.

20.3 Where such issues affect works, the Supplier may suspend and propose remedial works as a Variation.

21. Limitation of Liability

21.1 Nothing limits liability for death/personal injury due to negligence, fraud, or liability that cannot be excluded by law.

21.2 The Supplier is not liable for loss of profit, revenue, business, goodwill, anticipated savings, or indirect/consequential loss.

21.3 Subject to 21.1, the Supplier's total aggregate liability shall not exceed 100% of the Contract Price actually paid by the Customer.