

INDIGOZEST LIMITED - BUSINESS CUSTOMERS

TERMS AND CONDITIONS OF BUSINESS

YOUR ATTENTION IS DRAWN IN PARTICULAR TO PARAGRAPH 5.3 AND PARAGRAPH 13.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this paragraph 1 shall apply in these terms and conditions of business (as amended by us from time to time as provided herein) (**Terms**).

Ancillary Services: any services to be supplied by us to you under the Contract which do not comprise Design Services, Installation and Commissioning Services, Post-Commission Services or Support Services as set out in the Project Scope, together with any other services which do not comprise Design Services, Installation and Commissioning Services, Post-Commission Services or Support Services which we supply, or agree to supply, to you in connection with the Project.

Bespoke Goods: Goods which are customised, prepared and/or configured by us in accordance with your instructions and as set out in the Project Scope.

Charges: has the meaning given in paragraph 12.1.

Contract: has the meaning given in paragraph 4.3.

Design Services: the design services (if any) to be supplied by us to you under the Contract (including the production of diagrams, plans and architectural and working drawings) as set out in the Project Scope, together with any other design services which we supply, or agree to supply, to you in connection with the Project.

DS Materials: all documents, drawings, plans, diagrams, designs, images, tapes, disks or other devices or records embodying information in any form which are created by us in connection with the provision of the Design Services or otherwise in relation to the Project in any form, whether or not they existed prior to the existence of the Contract and including the Project Scope.

Extended Term: has the meaning given in paragraph 5.3.

Goods: the goods (including any Bespoke Goods) to be supplied by us to you under the Contract as set out in the Project Scope, together with any other goods (including any Bespoke Goods) which we supply, or agree to supply, to you in connection with the Project.

Initial Term: has the meaning given in paragraph 5.3.

Installation and Commissioning Services: the installation, engineering, programming and commissioning services (if any) to be supplied by us to you under the Contract as set out in the Project Scope, together with any other installation, engineering programming and commissioning services which we supply, or agree to supply, to you in connection with the Project.

Installation Completion: the completion by us of the Installation and Commissioning Services (if any) under the Contract.

Post-Commission Services: the post-commission telephone and e-mail support services (if any) to be supplied by us to you under the Contract as set out in the Project Scope.

Project: the smart home technology project (including a discrete installation) or existing installation (as the case may be) in respect of which Goods and/or Services shall be supplied by us to you.

Project Scope: the written scope of the Project produced by us for you and agreed between us and you pursuant to paragraph 4.2 describing in outline detail the scope of our input to and involvement in the Project, the corresponding Goods and/or Services which we shall supply to you in connection therewith and a quotation for our costs of supplying such Goods and/or Services.

Property: a property (whether existing or unbuilt) in respect of which the Project applies and **Properties** shall be construed accordingly.

Services: together, the Design Services, the Installation and Commissioning Services, the Support Services, the Post-Commission Services and/or the Ancillary Services (and including any combination thereof).

Support Services: the support services (if any) which do not comprise Post-Commission Services to be supplied by us to you under the Contract as set out in the Project Scope.

VAT: value added tax chargeable under English law for the time being and any replacement tax.

Website: the website found via the domain www.indigozest.co.uk.

1.2 A reference to **we, us, our** or any similar term is to Indigozest Limited, incorporated and registered in England and Wales with company number 07242603 whose registered office is at 34a Watling Street, Radlett, Hertfordshire, England, WD7 7NN and whose VAT number is 128810907.

1.3 A reference to **you, your** or any similar term is to the person who is purchasing Goods, Installation and Commissioning Services and/or Support Services from us.

1.4 A reference to a paragraph is to a paragraph of these Terms. Paragraph headings shall not affect the interpretation of these Terms.

1.5 A **person** includes a natural person, company, other body corporate (including a charitable company, charitable incorporated organisation, community benefit society and charitable corporation) or unincorporated body (whether or not having separate legal personality and including partnerships, unincorporated associations and charitable trusts).

1.6 A reference to **writing** or **written** includes e-mails.

1.7 Any words following the terms **including, include, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

2. THESE TERMS

2.1 **What these Terms cover.** These Terms comprise the terms and conditions on which we supply Goods and/or Services to you.

2.2 **Why you should read these Terms.** Please read these Terms carefully. If you purchase any Goods and/or Services from us, you will be bound by these Terms in relation to such purchase.

2.3 **Application to businesses only.** Notwithstanding any other provision of these Terms, these Terms will only apply if you are a business customer (and not a consumer). You are a **consumer** (and in which case, alternative terms and conditions would apply) if:

- you are an individual; and
- you are purchasing Goods and/or Services from us wholly or mainly for your personal use (and not for use in connection with your trade, business, craft or profession).

You are a **business customer** in all other circumstances.

2.4 **Entire agreement.** These Terms (and any other documents referred to in them) constitute the entire agreement between you and us in relation to your purchase of Goods and/or Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms (or any other documents referred to in them) and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms (and any other documents referred to in them).

3. CONTACTING US/YOU

3.1 **How to contact us.** You can contact us by telephoning 01923 883979 or by writing to us by e-mail (info@indigozest.co.uk) or by post (Unit 7, Kings Park, Primrose Hill, Kings Langley, Herts., WD4 8ST).

3.2 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you, in each case, using the telephone number, e-mail address or postal address which you supply to us when you make an initial enquiry in accordance with paragraph 4.1 and/or you accept the Project Scope in accordance with paragraph 4.2.

4. OUR CONTRACT WITH YOU

4.1 **Your initial enquiry.** Once we have received an initial enquiry from you in relation to a Project (whether by e-mail, telephone or via the Website), we will agree a time and date with you for us to visit you to discuss the Project in further detail and to view each Property (to the extent possible). If you are seeking to acquire Goods, you will also be given the opportunity to arrange an appointment to view our range of Goods at our showroom (address: Sky House Design Centre, Raans Road, Amersham, Buckinghamshire, HP6 6JQ).

4.2 **Project Scope.** We shall, within 14 days following our discussion with you of the Project and viewing of Properties (if any) in accordance with paragraph 4.1, endeavour to supply you with an initial Project Scope based upon our understanding at that time of what your requirements are in relation to the Project and what Goods and/or Services we are required to supply to you. The Project Scope will also contain details of the person(s) from whom we may receive instructions in relation to the Project. In relation to any Goods to be supplied under a Contract, whilst a brief description of the Goods and their functionality will normally be provided in the Project Scope, it is important that you

independently check the functionality of the Goods so as to ensure that they are in conformity with your specific requirements. Once you have received the initial Project Scope from us, you will be given the opportunity to consider this and to provide any specific feedback which you may have on this. We will then make any agreed changes to the Project Scope and supply you with a final copy of this. You will then be required to accept this in writing.

4.3 **How a Contract shall arise.** Your acceptance of a final Project Scope in accordance with paragraph 4.2 constitutes an offer by you to purchase the Goods and/or Services specified in such Project Scope subject to and upon these Terms. No such offer made by you to us shall be accepted by us other than:

- (a) by a written acknowledgement provided by us to you; or
- (b) (if earlier) by us starting to supply the Goods and/or Services to you,

at which point, a contract for the supply and purchase of such Goods and/or Services (**Contract**) shall come into existence between you and us. These Terms shall apply to and be incorporated into the Contract.

4.4 **Validity of Project Scope and quotation.** A Project Scope is supplied by us to you on the basis that no Contract shall come into existence except pursuant to and in accordance with paragraph 4.3. The quotation contained in a Project Scope is valid for period of 60 days from its date, provided that we have not previously withdrawn it.

4.5 **We only supply Goods and/or Services in England and Wales.** We do not supply Goods and/or Services to persons located outside England and Wales.

5. PROVISIONS RELATING TO SPECIFIC GOODS AND SERVICES

5.1 **DS Materials.** Once you have received the initial DS Materials from us, you will be given the opportunity to consider these and to provide any specific feedback which you may have on these. We will then make any agreed changes to the DS Materials and supply you with final copies of these.

5.2 **Installation and Commissioning Services: home automation controllers (or other relevant Goods).** If we are supplying Installation and Commissioning Services under a Contract and, as part of those Services, one or more home automation controllers (or other relevant Goods) shall be installed at a Property, so that we are able to monitor, configure and maintain the relevant system(s) being controlled, we shall require remote access (via the internet) to each such controller, commencing on Installation Completion and terminating on the date on which we cease supplying Support Services in accordance with paragraph 5.3. You hereby agree to provide us with such access.

5.3 **Support Services.** Support Services are supplied for a minimum initial duration of 12 months (**Initial Term**). The Charges associated with the Support Services for the Initial Term shall be set out in the Project Scope. Unless cancelled by providing not less than 28 days' notice, our supply of the Support Services shall automatically extend for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. If we are supplying Installation and Commissioning Services under a Contract, it is a requirement that we supply you with the Support Services for a minimum period equal to the Initial Term. For the avoidance of doubt, Support Services may be the only Services supplied by us to you under a Contract: if this is the case, the Project Scope will confirm this.

5.4 **Post-Commission Services.** The Post-Commission Services (if any) shall be supplied to you for a period of 30 days following Installation Completion. The Charges associated with such Services are comprised in the Charges relating to the relevant Installation and Commissioning Services supplied by us under the Contract.

5.5 **Bespoke Goods.** Most (but not all) Goods which are required to be Bespoke Goods shall first be delivered by our supplier to us for customisation, preparation and/or configuration. Prior to the installation of these Goods and irrespective of where they are first delivered, we will first test their functionality and then undertake the necessary customisation, preparation and/or configuration.

6. YOUR RIGHT TO MAKE CHANGES

If you wish to make a change to the Project Scope and (in consequence) the Goods and/or Services, please contact us as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Goods and/or Services, the timing for supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. All such agreed changes shall be recorded in writing.

7. OUR RIGHT TO MAKE CHANGES AND DELEGATION

7.1 **Minor changes to the Goods and/or Services and to these Terms.** We may from time to time make changes to the Goods and/or Services and to these Terms to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not have a material impact upon your use of the relevant Goods or Services or your obligations under these Terms.

7.2 **More significant changes to the Goods and/or Services and to these Terms.** In addition, we may make more significant changes to the Goods and/or Services or to these Terms, but if we do so, we will notify you in advance and you may then either accept these changes or, if you wish, contact us to end the Contract and the provisions of paragraph 9.2 shall apply.

7.3 **Delegation to third parties.** We may from time to time need to delegate the supply to you of certain discrete aspects of the Services to third parties who have the requisite skill, experience and capacity to do this. If we propose doing so, we will use our reasonable endeavours to notify you of this in advance (including within the Project Scope).

8. SUPPLYING THE GOODS AND/OR SERVICES

8.1 **When we will supply the Goods and/or Services.** Details of when we will supply the Goods and/or Services to you will be outlined in the Project Scope and will subsequently be confirmed to you once a Contract comes into existence. We will use our reasonable endeavours to adhere to such timings, but you expressly acknowledge that the feasibility of doing so is often dependent upon the actions of other persons and the availability of access to the relevant Property (see paragraph 8.6).

8.2 **We are not responsible for delays outside our control.** If our supply of the Goods and/or Services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the Contract and receive a refund for any Goods and/or Services you have paid for but not received.

8.3 **Delivery of the Goods.** The manner in which the Goods will be delivered by our supplier and stored prior to their installation (pursuant to the execution of Installation and Commissioning Services) will be agreed between you and us in the Project Scope (or otherwise in writing).

(a) If the Goods are being delivered by our supplier direct to your business premises or to a Property and nobody is available at the relevant location to take delivery of Goods, a note will be left informing you of how to rearrange delivery or collect the Goods. If you do not rearrange delivery or collect the Goods, you will be liable for any storage costs and further delivery costs arising as a result. If, as a result of your actions (or inactivity), the Goods are not delivered to you within a reasonable period following their despatch by our supplier, we may end the Contract and paragraph 10.2 will apply.

(b) If the Goods (in particular, Goods which subsequently become Bespoke Goods) are being delivered by our supplier to us, we will take delivery of the Goods and shall be responsible for the security and safekeeping of the Goods during the period commencing when we take possession of them and ending at the time at which you take possession of them (including as a result of the delivery by us of the Goods to your business premises or to a Property). We will then arrange for the delivery of the Goods to your business premises or to a Property. If nobody is available at the relevant location to take delivery of Goods, a note will be left informing you of how to rearrange delivery or collect the Goods. If you do not rearrange delivery or collect the Goods, you will be liable for any storage costs and further delivery costs arising as a result. If, as a result of your actions (or inactivity), the Goods are not delivered to you within a reasonable period following their despatch by us, we may end the Contract and paragraph 10.2 will apply.

8.4 **Storage of the Goods.** You shall be responsible for the security and safekeeping of the Goods once you take possession of them (including as a result of their delivery by us or our supplier of the Goods to your business premises or to a Property).

8.5 **When you own the Goods.** You own the Goods once we have received payment in full for them (as detailed in the Project Scope).

8.6 **If you do not allow us to supply the Installation and Commissioning Services.** If Installation and Commissioning Services are to be supplied under a Contract and we are not permitted access to a Property as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the relevant Property, we may end the Contract and paragraph 10.2 will apply.

8.7 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Goods and/or Services to you. We will contact you to ask you for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (see paragraph 10.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Goods and/or Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.8 **Reasons we may suspend the supply of Goods and/or Services to you.** We may have to suspend the supply of Goods and/or Services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update Goods and/or Services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the Goods and/or Services as requested by you or notified by us to you (see paragraph 6).

8.9 Your rights if we suspend the supply of Goods and/or Services. We will contact you in advance to tell you we will be suspending supply of Goods and/or Services, unless the problem is urgent or an emergency. If we have to suspend Goods and/or Services, we will extend the Contract period by an appropriate length of time. You may contact us to end the Contract for Goods and/or Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the Goods and/or Services not supplied.

8.10 We may suspend supply of the Goods and/or Services if you do not pay. If you do not pay us for the Goods and/or Services when you are supposed to (see paragraph 12.3) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the relevant Goods and/or Services until you have paid us the outstanding amounts. We will not suspend the Goods and/or Services where you dispute the unpaid invoice (see paragraph 12.5). We will not charge you for the Goods and/or Services during the period for which they are suspended. As well as suspending the Goods and/or Services, we can also charge you interest on your overdue payments (see paragraph 12.4).

8.11 We may also suspend supply of the Goods and/or Services for other reasons. If you become subject to any of the events listed in paragraph 10.1(d) to paragraph 10.1(f), or if we reasonably believe that you are about to become subject to any of them, we may suspend supply of the relevant Goods and/or Services. We will not charge you for the Goods and/or Services during the period for which they are suspended.

9. YOUR RIGHT TO END THE CONTRACT

9.1 You can always end the Contract (or part of it) before it has been completed. Subject to the remaining provisions of this paragraph 9, you may contact us to end the Contract (or relevant part of it) at any time before we have supplied the relevant Goods and/or Services and you have paid for them, but in some circumstances, we may charge you for doing this (see below). Of course, you always have rights where Goods and/or Services are faulty or misdescribed (see paragraph 11).

9.2 What happens if you have a good reason for ending the Contract (or part of it). If you are ending the Contract (or part of it) for a reason set out in subparagraphs (a) to (e) below, unless you and we otherwise agree in writing, the Contract will end immediately and we will refund you for any Goods and/or Services which have been paid for but which have either not been supplied or have not been supplied properly. The reasons are:

- (a) we have told you about an upcoming change to the Goods and/or Services or these Terms which you do not agree to (see paragraph 7.2);
- (b) we have told you about an error in the price or description of the Goods and/or Services and you do not wish to proceed;
- (c) there is a risk that the supply by us to you of the Goods and/or Services may be significantly delayed because of events outside our control;

(d) we have suspended the supply to you of the Goods and/or Services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than one month; or

(e) you have a legal right to end the Contract because of something we have done wrong.

9.3 What happens if you end the Contract (or part of it) without a good reason. If you are not ending the Contract (or part of it) for one of the reasons set out in paragraph 9.2, unless you and we otherwise agree in writing, the Contract (or relevant part of it) will end immediately and we will refund any sums paid by you for Goods (excluding Bespoke Goods and/or any Goods which are in the process of becoming Bespoke Goods) and/or Services which have not been supplied, but we may deduct from that refund or charge you (as appropriate) reasonable compensation for the net costs we will incur as a result of your ending the Contract (or relevant part of it) (including any re-stocking fee charged by our supplier).

9.4 Returning Goods after ending the Contract. If you end the Contract (or part of it) after any relevant Goods have been received by you or dispatched to you and (because we cannot recall them) they are delivered to you, we will collect them from you or, if we cannot collect them, you must return them to us. If you are ending the Contract (or part of it) for a reason set out in paragraph 9.2, we will pay the costs of collection or return (as applicable). In all other circumstances, you must pay the costs of collection (which we will advise you upon at the relevant time) or return.

9.5 Changing your mind. In relation to Goods (excluding Bespoke Goods) which have already been supplied to you and paid for by you, we may in our absolute discretion allow you to return those Goods to us for a refund of any sums paid by you for such Goods (if they are in an unused and re-sellable condition) within 14 days of the supply of those Goods to you. We may deduct from that refund or charge you (as appropriate) reasonable compensation for the net costs we will incur as a result (including any re-stocking fee charged by our supplier). In respect of any such Goods, we will collect them from you or, if we cannot collect them, you must return them to us. You must pay the costs of collection (which we will advise you upon at the relevant time) or return.

10. OUR RIGHT TO END THE CONTRACT AND WITHDRAWAL OF GOODS AND/OR SERVICES

10.1 We may end the Contract if you break it. We may end the Contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to supply the Goods and/or Services;
- (c) you do not, within a reasonable time, allow the supply the Goods and/or the Services to you (including as a result of your failure to allow us access to the Property);
- (d) you commit a material breach of any provision of these Terms and (if such a breach is remediable) you fail to remedy that breach within 14 days of being notified in writing to do so;
- (e) you take any step or action in connection with entering personal bankruptcy, administration, provisional liquidation, dissolution or any composition or arrangement with your creditors (other than in relation to a solvent restructuring),

being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business; or

(f) your financial position deteriorates to such an extent that, in our opinion, your ability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

10.2 You must compensate us if you break the Contract. If we end the Contract in the situations set out in paragraph 10.1, we will refund any money you have paid in advance for the Goods and/or Services we have not supplied but we may deduct from that refund or charge you (as appropriate) reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

10.3 We may withdraw the Goods and/or Services. We may write to you to let you know that we are going to stop supplying any of the Goods and/or Services. We will provide you with reasonable notice in advance of our stopping the supply such Goods and/or Services and will refund any sums you have paid in advance for such Goods and/or Services which will not be supplied.

11. IF THERE IS A PROBLEM WITH THE GOODS AND/OR SERVICES

11.1 How to tell us about problems. If you have any questions or complaints about the Goods and/or Services, please contact us. You can do so by using the contact details set out in paragraph 3.1.

11.2 We warrant that on delivery and for a period of three months thereafter (**Warranty Period**), any Goods shall conform in all material respects with their description and be free from material defects in design, material and workmanship.

11.3 Subject to paragraph 11.4, if (i) you give us notice in writing during the Warranty Period within a reasonable time of discovery that particular Goods do not comply with the warranty set out in paragraph 11.2 and (ii) we are given a reasonable opportunity of examining such Goods and you return such Goods to us at our cost, we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

11.4 We will not be liable for the failure of Goods to comply with the warranty in paragraph 11.2 if (i) you make any further use of such Goods after giving a notice in accordance with paragraph 11.3, (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice, (iii) the defect arises as a result of us following any drawing, design or specification supplied by the you, (iv) you alter or repair the Goods without our written consent, (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions or (vi) the relevant defect is covered under a warranty provided by the manufacturer of the Goods.

11.5 Except as provided in this paragraph 11, we shall have no liability to you in respect of the failure of any Goods to comply with the warranty set out in paragraph 11.2.

12. CHARGES AND PAYMENT

12.1 Charges. The charges payable by you to us for the Goods and/or Services and the ancillary costs and expenses which we incur in connection with our provision of the Goods and/or Services to you (**Charges**) shall be set out in the Project Scope. Where we are not required to supply goods but shall be supplying Services relating to their installation at the Property as part of the Project, we may charge a fee of 15% of the manufacturer's recommended retail price of such goods (to account for costs we may incur in testing such goods before installing them); the Project

Scope shall provide details of any such Charges. All Charges shall be exclusive of VAT, which shall be payable by you at the prevailing rate.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between the date we supplied you with the Project Scope and the date we supply any Goods and/or Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

12.3 All prices are exclusive of amounts in respect of VAT, which shall be payable by the Customer. The Customer shall, at the same time as paying the Supplier for products and/or services, pay to the Supplier such additional amount in respect of VAT as the Supplier calculates in good faith as being chargeable on the supply of such products and/or services. The Customer acknowledges that, in light of the complexity of VAT laws, the Supplier may not charge the Customer the correct amount of VAT at the time the Customer pays for products and/or services. In such circumstances, where it transpires that (i) the Supplier has undercharged the Customer in respect of VAT, the Customer shall pay to the Supplier within 10 working days of the Supplier providing evidence of the same the amount of VAT so underpaid and (ii) the Supplier has overcharged the Customer in respect of VAT, the Supplier shall pay to the Customer within 10 working days of the Supplier becoming aware of the same the amount of VAT so overpaid.

12.4 When you must pay and how you must pay. We will invoice you for the Charges in the manner described in the appendix to these Terms and as specified in the Project Scope. You must pay each invoice within 7 days after the date of the invoice. We accept payment by cash (within limits agreed by us from time to time), banker's draft or bank transfer.

12.5 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12.7 Our right of set-off. You must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.2 **Exclusion of certain statutory implied terms.** Except to the extent expressly stated in paragraph 13.1, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

13.3 Subject to paragraph 13.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract; and

(b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total Charges paid by you for Goods and/or Services under such Contract.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

(a) to supply Goods and/or Services to you; and

(b) to process your payment for Goods and/or Services.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

15. OTHER TERMS

15.1 **Warranties.** Save as described in these Terms, we do not provide any warranty in respect of Goods in addition to that which may be provided by the manufacturer of those Goods.

15.2 **Images of the Goods.** The images of the Goods in a Project Scope and on the Website are for illustrative purposes only. The Goods may vary slightly from those images.

15.3 **Intellectual property rights.** As between you and us, all intellectual property rights (including the copyright) and all other rights in the DS Materials shall be owned by us. We hereby grant to you an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make use of all the DS Materials to such extent as is necessary to enable you to make reasonable use of the Goods and/or Services.

15.4 **We may transfer our rights and obligations to someone else.** We may transfer our rights and obligations under these Terms to another person. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

15.5 **Requirement to obtain our consent if you wish to transfer your rights and obligations to someone else.** You may

only transfer your rights or your obligations under these Terms to another person with our written consent.

15.6 **Nobody else has any rights under the Contract.** The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.7 **If a court finds part of the Contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.8 **Even if we delay in enforcing the Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to supply Goods and/or Services, we can still require you to make the payment at a later date.

15.9 **Which laws apply to these Terms and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with these Terms and any Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.

15.10 **Customer Behaviour.** You agree to ensure that your employees, contractors, and representatives treat our staff, contractors and representatives with respect and courtesy at all times. We will not tolerate abusive, threatening, discriminatory or otherwise unreasonable behaviour (whether verbal, written or physical). If such behaviour occurs, we may:

- (a) suspend the supply of Goods and/or Services immediately;
- (b) require that future communications are made only in writing; and/or
- (c) end the Contract with immediate effect by giving written notice to you.

15.11 **Consequences of Termination.** If we end the Contract under paragraph 15.10, you must pay us any outstanding Charges for Goods and/or Services supplied up to the date of termination. We may also deduct or charge you reasonable compensation for the net costs we incur as a result of your behaviour.

Appendix – Payment Terms

IndigoZest operates two sets of payment terms depending on the type and size of project. Both are outlined below. IndigoZest will confirm the Payment Terms as the apply to your quotation.

Projects over 2 months duration (typically building sites, retrofits etc.)

Stage	Description	What the payment is for / releases
Deposit	20% of project value	This deposit secures the order and will be applied toward future interim stage payments.
Interim Stage Payments	Invoiced as and when required to procure equipment and materials, aligned with the construction stages. To ensure timely installation, equipment must be ordered typically between 4-6 weeks in advance of each relevant construction stage.	
Final Payment (Retention)	10% of the overall labour costs	Due upon client handover or within 30 days of IndigoZest's completion, whatever the earliest.
Additions and Extras	Additional items and labour not part of original scope	Details of any changes or extras will be communicated via change orders and, once accepted, will form part of the overall project and be invoiced according to the stages above.
Support Services	Concierge Support agreement. Ongoing Support.	Support will commence from final commissioning, or the date the client moves in, whichever is sooner.

For projects less than 2 months duration (typically takeovers/upgrades etc.)

Stage	Description	What the payment is for / releases
1st Stage Payment	100% of equipment value + 50% of labour cost	Deposit to secure order and commence ordering of required equipment and offsite build.
2nd Stage Payment	50% of labour cost + extras	Remainder of labour cost plus any agreed extra incurred during project delivery
Support Services	Concierge Support agreement. Ongoing Support.	Support will commence from commissioning