

HOWDEN JOINERY LIMITED TERMS AND CONDITIONS OF TRADING

1. BASIS AND TERMS OF TRADING

- 1.1 These Conditions are personal to the Customer and may not be assigned by the Customer without the prior written consent of the Company. They shall apply to all contracts for the sale of goods and/or the supply of services by Howden Joinery Limited (the Company) to you (the Customer) and in any order or request for the supply of goods and/or services made by the Customer to the Company to the exclusion of all other terms.
- 1.2 The Company may amend these Conditions from time to time in its absolute discretion on notice to the Customer. No other variation of these Conditions shall be binding unless agreed in writing and signed by the Company's authorised representative.
- 1.3 This document (as amended from time to time in accordance with clause 1.2) contains the entire terms and conditions of the agreement between us unless otherwise stated in writing.
- 1.4 Orders for goods and/or services provided for by these Conditions which involve the use of the Customer's trade account facility will only be accepted from the Customer. Agents or third parties may not use the trade account facility provided to the Customer unless the Customer has provided an authority for that party to obtain goods and/or services on behalf of the Customer, which may be verbal or in writing. If an authority is given verbally the Company may at any time in its absolute discretion require that the Customer confirm that authority in writing. Unless it is specifically limited in time or extent, the Company shall treat an authority, whether verbal or in writing, as open ended and the Customer shall be liable for all orders made by that agent or third party on the Customer's trading account unless and until that authority is revoked in writing by the Customer.
- 1.5 For the purposes of the calculation of time periods set out in these Conditions, time shall run from the date on which goods and/or services are supplied and/or delivered, in the case of goods whether a delivery note has been signed by the Customer or not.
- 1.6 As part of the provision of services, the Company may engage the services of an independent contractor. Other than in relation to the delivery of goods, the identity of the contractor will be notified to the Customer by the Company.

2. PRICE

- 2.1 All prices quoted are valid for 30 days only or until earlier acceptance by the Customer after which time they may be altered by the Company giving notice to the Customer. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the goods to reflect an increase of the costs to the Company which is due to any factor beyond the control of the Company. Upon receipt of any notice of increase in price, the Customer shall notify the Company of any intention not to continue to purchase the goods in writing prior to delivery. In the absence of such notification by the Customer, goods delivered by the Company are deemed to be accepted by the Customer at the price shown on the invoice.
- 2.2 All prices quoted by the Company are exclusive of Value Added Tax.

3. PAYMENT TERMS

- 3.1 Unless the Customer has an approved trade account with the Company, all goods and/or services must be paid for prior to collection.
- 3.2 If the Customer has an approved trade account, the Company shall invoice the Customer for the price of the goods and/or services on or at any time after delivery or collection of the goods and/or services and the Customer shall pay the price of the goods without deduction within one calendar month from the last day of the month in which they were supplied. Where the Company provides the Customer with an approved trade account payment is due in full one calendar month from the date of collection or delivery only. This agreement is not a credit agreement and accordingly, is not regulated by the Consumer Credit Act 1974.
- 3.3 The Customer may not withhold payment of any invoice or other amount that may be due to the Company by reason of any right of set off or counterclaim, which the Customer may have, or believe they have, or for any other reason.
- 3.4 If the Customer does not pay for the goods and/or services by the due date then the Company may (a) immediately terminate these Conditions (and any related trade account), (b) suspend any further deliveries to the Customer, (c) charge interest on the amount unpaid from the date that the goods and/or services were invoiced at (i) a rate of 4% per annum above Lloyds TSB Bank Plc base rate, or (ii) the rate specified in the Late Payment of Commercial Debts (Interest Act) 1998, whichever shall be the higher, and/or (d) claim reasonable compensation for debt recovery costs as specified in the Late Payment of Commercial Debts Regulations 2002. The Company specifically reserves the right to charge an administration charge on each occasion a Customer payment is returned by its bank unpaid.

4. RETENTION OF TITLE

- 4.1 Goods supplied by the Company shall be held at the Customer's risk immediately on delivery to the Customer or into custody on the Customer's behalf and the Customer should therefore be insured accordingly. Title in goods supplied hereunder will pass to the Customer when they have been paid for in full and shall not pass upon delivery or collection. Until payment in full has been received by the Company, the Customer shall hold the goods in a fiduciary capacity for the Company in a manner which enables them to be identified as the goods of the Company and the Customer shall immediately return the goods to the Company on request.
- 4.2 In the event of the Customer becoming insolvent or bankrupt or the subject of insolvency proceedings, or if circumstances arise which would entitle any person to petition for the Customer's winding up or bankruptcy, or if any statutory demand is served upon the Customer, or if the Customer makes any arrangement or compromise with its creditors which is in the alternative to being made insolvent or bankrupt, the Customer shall immediately return the goods to the Company.
- 4.3 The Customer grants the Company, or procure for the benefit of the Company, an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Customer or in the possession of the Customer for the purpose of repossession and removing any such goods in which title has remained in the Company under paragraph 4.1 hereof. The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of loss damage or liability caused to such vehicles or premises in such repossession and removal being loss damage or liability it was not reasonably practicable to avoid.
- 4.4 The Customer must ensure that if the goods are or become affixed to any land or building they shall be capable of being removed without material injury to such land or building and to take all the necessary steps to prevent title to the goods from passing to the landlord of such land or building. The Customer warrants to report and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affixation or removal.
- 4.5 Notwithstanding paragraph 4.4 hereof, the Customer shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Customer shall act in the capacity of an agent and the proceeds of any such sale shall be held in trust for the Company in a separately identifiable bank account.

5. DELIVERY AND STORAGE OF GOODS

- 5.1 Unless otherwise stipulated in writing delivery of the goods shall be made by the Customer collecting the goods from the Company's depot where the goods are purchased. Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery. The time for delivery shall not be of the essence of these Conditions. The Company may deliver the goods in instalments. In these circumstances each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated. The Company's liability (if any) for late or non-delivery of goods shall be limited to the price of those goods not delivered.
- 5.2 If goods are delivered to the Customer or to a location at the direction of the Customer, the Customer will ensure that the delivery note which accompanies the goods will be signed by the Customer or a representative of the Customer authorised to sign for and on behalf of the Customer. Failure to sign a delivery note on delivery may result in the Company declining to deliver the goods in which case clause 5.3 herein shall apply.
- 5.3 If the Customer does not take or accept delivery of the goods or gives inadequate delivery instructions (other than for reasons beyond the Customer's control) or does not sign or have signed the delivery note on delivery then the Company may store the goods until actual delivery and claim the reasonable charges (including insurance) of storage or sell the goods at the best price readily obtainable and charge for any shortfall below the price under the contract.
- 5.4 If the Company has agreed to deliver the goods to the Customer's premises or place of operations then the Customer is responsible for providing a safe means of access from the public highway to the place of delivery. If the Company's elected delivery driver consider that access is unsafe then the Company will not deliver until safe access is provided. If the Company is unable to deliver the goods due to there being no safe means of access then it may store or sell them and charge the Customer in accordance with this clause 5.3 of this Agreement.
- 5.5 For so long as the retention of title clause applies to the goods, notwithstanding clause 4.5 hereof, the Customer shall store and keep the goods properly and in accordance with instructions of the manufacturer and shall in any event keep all goods in a dry place, stacked flat, raised from the ground and properly protected from the weather and kept separate and distinct from the goods and products of any other supplier.

6. CLAIM FOR DEFECT

- 6.1 The Customer shall inspect the goods on delivery and shall within five working days notify the Company in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample (save where such defect is not reasonably apparent from an initial inspection). Insofar as is reasonably practicable, inspection of the goods shall be undertaken without the removal of delivery packaging. If it is not reasonably practicable to inspect the goods without removing the delivery packaging, any rejected goods must be returned to the Company in a re-saleable, un-modified condition. If the Customer fails to comply with these provisions the goods shall be presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable inspection of the goods and the Customer shall be deemed to have accepted them. The Company shall not be liable to the Customer for any defect, shortage in quantity, damage or failure to comply with description or sample which, if it was or could have been discovered by the Customer on reasonable inspection on delivery, was not so notified to the Company in accordance with this clause.
- 6.2 If the Customer (or its personnel or sub-contractors) becomes aware that any goods are (a) unsafe or (b) otherwise likely to breach any applicable law, regulation, order, code or practice, industry requirement or professional or industry standard (including REACH), it shall immediately notify the Company in writing. The Customer shall cooperate with the Company in relation to any regulatory notification and/or corrective action that may be required.
- 6.3 The Customer must insure against any costs claims or demands arising from the Customer's obligation to any third party and due indirectly or directly to any defects or delays in the goods and/or services, or materials supplied or work done by the Company, and will indemnify the Company in respect thereof. Goods manufactured to the design or specification of the Customer are produced without warranty of any kind except their compliance with the design or specification.
- 6.4 The Customer will fully indemnify the Company in respect of any claim costs or expenses losses or demands resulting there from including the infringement of any intellectual property rights resulting from the Company's use of the said design or specification. Any design and advisory services (including the preparation of drawings, plans, specifications and contract particulars) shall be provided by the Company with reasonable skill and care but no other representation or undertakings are made or can be implied in connection therewith.

7. GUARANTEE / SPECIFICATION AND FITNESS FOR PURPOSE

- 7.1 Subject to clause 6 hereof the Company may, at its complete discretion, offer a guarantee in respect of particular goods or services, details of any guarantee shall be provided by the Company upon request. The Company's obligations under guarantee are limited to repair, replacement on an exchange basis or refunding the cost of the goods or service or those parts of the goods or service, which are defective. The Company does not give a guarantee in respect of services supplied by any contractor engaged by the Company.
- 7.2 The goods are supplied on the basis that they conform to the written descriptions contained on the order or confirmation where supplied. Pictures and drawings in any catalogues or any plans or drawings provided with an order are for illustrative purposes only. Because many of the Company's goods are made from timber or other natural products, no warranty can be given that they will be the same in all material respects as any sample, and they are therefore subject to variation of shade, colour and texture.
- 7.3 As the Company's goods have many individual applications, the Customer agrees to inspect the goods and satisfy himself/herself or itself that they are fit and suitable for the particular intended purpose and are of appropriate quality. The Company gives no warranty that the goods are fit for any particular individual purpose, although does warrant that they are fit for the general purpose which is obvious from the very nature of the goods themselves. The Company shall be under no liability in respect of any defect in the goods arising from any plans, pictures, drawings, design or specification supplied by the Customer. The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failing to follow the instructions, misuse or alteration or repair of the goods, failing to store the goods in appropriate conditions or any breaches of the provisions of 7.4 hereof.
- 7.4 For the period of this guarantee, the Customer agrees to store and keep the goods properly and in accordance with instructions of the manufacturer, keep all goods in a dry place, stacked flat, raised from the ground and properly protected from the weather; without limitation, all un-primed wood must be knotted and primed immediately after delivery and receive further coats of paint within a reasonable time; any treated surface subsequently cut shall be treated before joinery is fixed in position. The Company does not accept liability for any swelling due to the presence of excessive moisture or other neglect or to any failure to store or use supplied as directed by the manufacturer or the Company.
- 7.5 The Customer acknowledges that the Company and its employees are not Gas Safe Registered Engineers or otherwise competent to assess gas safety. The Customer agrees that it is responsible for ensuring that a competent person is engaged to ensure that safety of any gas appliances (including any gas boiler or gas hob) which may be affected by the installation of the Company's goods.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury resulting from its own negligence or that of its employees, agents or contractors.
- 8.2 The Company shall not be liable to the Customer for (a) any loss of profits, loss of contract or reputational harm, or (b) any indirect or consequential loss or damage, in each case where incurred in connection with these Conditions.
- 8.3 Subject to clause 8.4, the Company's liability to the Customer in respect of loss or damage resulting from the goods themselves or the services provided shall be limited to the price of the goods or services respectively.
- 8.4 In respect of direct and physical damage to the tangible property of the Customer (other than the goods themselves) resulting from the negligence of the Company or its employees, the Company's liability shall not exceed the lower of (a) the amount for which the Company has insurance cover in respect of that damage; and (b) the sum of £10,000,000.
- 8.5 The Company does not accept liability for the acts and/or omissions of any independent contractor engaged by the Company.

9. TERMINATION

- 9.1 If the Customer shall fail to perform any of its contractual obligations hereunder; fail to make payment on a due date for payment; commit any act of bankruptcy or a receiver is appointed over its business undertaking or assets or has entered into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent limited company), cease to trade or threaten to cease to trade have exceeded its trade limit with the Company or the Company has any reason to have serious doubts as to the Customer's solvency then the Company shall be entitled without notice and without prejudice to its other remedies in these Conditions to suspend or cancel the further performance of these Conditions and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. Termination of these Conditions shall be without prejudice to the parties' accrued rights, remedies and liabilities under these Conditions at the time of termination.

10. DATA PROTECTION AND CONFIDENTIALITY

- 10.1 The Customer shall comply at all times with applicable data protection laws when processing any personal data in the course of any trading under these Conditions.
- 10.2 The Customer shall not disclose to any third party the pricing policy or structure employed by the Company and in particular shall not disclose any information relating to any discount or promotional offer by the Company without having obtained prior written approval from the Company. Breach of this clause shall entitle the Company to damages equivalent to the discount received by the Customer during the course of trading.

11. NOTICES AND COMMUNICATION AND CHANGES IN THE INFORMATION SUPPLIED BY THE CUSTOMER

- 11.1 The Customer agrees to accept service of notices and communication from the Company, to include, without limitation, product and offer notifications, accounts and payment notifications and reminders and will accept formal service by all of the methods listed overleaf in the application for trade account and shall include for the avoidance of doubt, post by any class and recorded delivery, fax, e-mail, telephone call and text message.
- 11.2 The Customer must inform the Company in writing of any change of name, trading status or any change in contact details contained within the trade account and must be able to provide copies of such request as evidence in any dispute that may arise out of such changes notwithstanding the fact that acceptance of any changes for the purpose of continue trading and use of the trade account will be at the sole discretion of the Company.

12. LEGAL CONSTRUCTION

- 12.1 These Conditions are subject to the laws of England and Wales and all disputes arising out of these Conditions are subject to exclusive jurisdiction of the courts of England and Wales except where this agreement is (i) made in Scotland in which case it will be subject to the jurisdiction of the courts of Scotland, or (ii) made in Northern Ireland in which case it will be subject to the jurisdiction of the courts of Northern Ireland.
- 12.2 A person who is not a party to these Conditions shall have no right under any statutory provision (including the Contracts (Rights of Third Parties) Act 1999) to enforce any of its terms.

Howden Joinery Limited Privacy Notice

Howden Joinery Limited takes privacy very seriously. This notice explains how we use the personal information you provide to us in your trade account form or otherwise and that we obtain through third party sources, including how we share it with third parties.

How we use your personal information

We will only use your personal information for the following purposes:

1. to administer and manage our relationship with you, including to set up and maintain your trade account facility;
2. to process orders from you for goods and services;
3. to deal with any enquiries we receive from you;
4. for the purposes of any corrective action (including a product recall) which may be required in respect of any of the products we supply to you;
5. to comply with applicable laws, regulations and rules;
6. to provide you with details of our product ranges, services and promotions;
7. to notify you of changes to what we do;
8. to make checks of credit reference agencies from time to time (for example, when you complete your trade application form, or if you want to amend your credit limit); and
9. for the purposes of recovery of a debt in case of non-payment.

In connection with these purposes, we may share your personal information with third parties that perform services on our behalf, such as business partners (including printing and marketing agents, credit reference agencies and tracing agents), fraud sharing organisations, and to other companies in our group, in each case within the European Economic Area and the UK.

We may also disclose your personal information to third parties in other circumstances, in particular:

- if we are under a duty to disclose or share your personal information to comply with any legal obligation, or to enforce or apply our terms and conditions of trading and other agreements;
- to protect the rights, property, or safety of Howden Joinery Limited, our staff, our customers, or others;
- in response to a request from a governmental authority (including a regulator); or
- if we sell or buy any business or assets, in which case we will disclose your personal information to the prospective seller or buyer of such business or assets.

If necessary for debt recovery purposes, we may also obtain additional information about you beyond that provided in your trade application form from credit reference and tracing agents.

Our legal basis for these uses of your personal information may include that (a) it is necessary for our legitimate interests in operating our business and/or providing you with goods and services; and/or (b) it is necessary for the performance of contracts to which you are a party with us.

Keeping in touch with you

From time to time we would also like to keep in touch with you, to provide details of our new product ranges and services and exciting promotional offers. If you **do not** want to be contacted in this way, please either tick the box on the front of the trade application form or contact optout@howdens.com.

Your rights in relation to your personal information

You have various rights under data protection law regarding the processing of your personal information, including rights to:

- request access to personal information we hold about you and details of our processing of your personal information;
- request us to correct inaccurate personal information;
- request us to delete personal information in certain circumstances;
- receive your personal information in a format suitable for transmission to a third party;
- object to and/or restrict the processing of your personal information (including profiling) on certain grounds;
- object to the processing of your personal information for direct marketing;
- object to any decision about you based solely on automated processing (including any profiling) that produces legal effects or otherwise significantly affects you; and
- lodge a complaint with the UK Information Commissioner's Office.

You can make a request to us in relation to these rights at any time by contacting us at optout@howdens.com. Any information to which you are entitled will be provided within a reasonable timeframe, subject to the exemptions stipulated in applicable data protection laws.

How long do we retain your personal information?

We will not keep your personal information longer than is necessary, taking into account information needed for product guarantee or recall purposes, applicable legal requirements and limitation periods.

How to contact us

If you have any queries about how we use your personal information, you can contact us at any time via email at optout@howdens.com, or by post to Howden Joinery Limited, Caswell House, Gowerton Road, Brackmills, Northampton NN4 7BW.