

Monocouche Render Systems Ltd
Sale of Goods Terms

1. GENERAL

These conditions apply to any interaction within, sale from, purchase from, quotation, order, acknowledgement, delivery, advice, delivery note, transit note or other document pertaining to any goods sold by Monocouche Render Systems Ltd ('MRS').

- (a) All quotations are made, and all orders are subject to the following conditions. All conditions of the Customer or other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing and signed by a Director.
- (b) Quotations made by telephone shall require confirmation from the Company (including by email).
- (c) Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn by the Company within such period at any time by writing or oral notice.
- (d) Acceptance of delivery of Goods shall constitute acceptance of these Conditions where acceptance has not previously been communicated by the Customer of the Company.
- (e) If any statement or representation upon which the Customer relies has been made to the Customer other than in the documents endorsed with the Company's quotation or acknowledgement of order the Customer must set out that statement or representation in a document to be attached or enclosed on the order in which case the Company may clarify the point and submit a new quotation.
- (f) The Buyer may not (i) assign or transfer the Contract to the benefit of another person or purport to do so; or (ii) cancel the Contract.
- (g) A Quotation and the Contract are governed by and construed in accordance with the law of England and subject to the exclusive jurisdiction of the courts of England and Wales; exclude rights of third parties under The Contracts (Rights of Third Parties) Act 1999; and reference to any Act or Regulation includes any amendment, re-enactment, or subordinate legislation currently in force.

2. SAMPLES

- (a) Notwithstanding that samples may be or have been submitted by the Company, the sale to the Customer is not and shall not be deemed to be a sale by sample for the purpose of Section 15 or Sale of Goods Act 1979 on the basis that samples may vary.
- (b) Any samples submitted to the Customer are intended to indicate only the substance and the general character of the materials and the Customer shall have no claim if the colour or composition of the bulk supplied fails to correspond with the sample in such respect unless the particular requirements is specified by the Customer and accepted by the Company in writing or unless the sample has been supplied for the purpose of batch approval.

3. DELIVERY

- (a) Unless the Quotation expressly states otherwise it is on a "collection" basis and the Place of Delivery is the MRS Premises. MRS will notify the Buyer when the Goods are available, and the Buyer shall take Delivery within 7 days. The Buyer shall load, transport, and insure the Goods at its own expense.
- (b) Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
- (c) If the Quotation provides for "delivery" to an incompletely identified Place(s), MRS will notify the Buyer when the Goods are/will be available, and the Buyer shall confirm in writing the Place of Delivery within 72 hours. MRS will confirm any adjustment to the Price for transport to that Place.

(d) No Quotation shall provide for “delivery” to a place outside mainland United Kingdom unless expressly stated. In such cases, MRS may impose terms more onerous upon the Buyer than in these Conditions.

(e) The date of delivery shall in every case be dependent upon prompt receipt of all necessary information - final instruction or approvals from the Customer. Alterations by the Customer in specifications or quantities required may result in delay in delivery.

(f) Delivery takes place when MRS or a carrier presents the Goods and a Delivery Note (whether paper or electronic terminal or other electronic communication) to the Buyer for signature. The Buyer undertakes to MRS that any person presenting themselves at the Place of Delivery as representing the Buyer acts on its authority and MRS is not required to enquire as to their bona fides. If the Buyer fails to sign the Delivery Note for whatever reason and the Goods have passed into its control, the Buyer is deemed to have accepted the Goods as stated on the Delivery Note.

(g) The Company shall endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company, the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Goods in accordance with these Conditions.

(h) Unless otherwise expressly agreed, any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and/or the normal period of transit only.

(1) Your materials will be processed for delivery on the next available standard delivery service unless you state otherwise. If you do not wish to receive your materials immediately, please specify the earliest date you want to receive them in the order notes section of the checkout.

- (a) Standard weekday delivery within 2 – 3 working days of confirmed order.
- (b) Day and date of planned delivery to site will be confirmed soon after initial order confirmation.
- (c) Standard weekday delivery arrives on a rigid lorry at no specific time between 8am and 5.30pm.
- (d) Standard weekday delivery allows for our vehicle to offload with a tail lift and pallet truck.
- (e) The pallets must be offloaded “kerb side” onto a suitable solid hard standing such as road, driveway, or path.
- (f) Due to the weight of the pallets, we cannot deliver onto gravel or stone finished areas.
- (g) Re-delivery charges may be applied should the delivery fail due to site access and or readiness.
- (h) We request that the driver of every consignment call within one hour of arriving on site but unfortunately, we cannot guarantee this.

After our initial confirmation of the receipt of your order, we will then send a second confirmation when your order has been dispatched;

Order Confirmed

Order confirmed as dispatched before 11am on Monday

Order confirmed as dispatched before 11am on Tuesday

Order confirmed as dispatched before 11am on Wednesday

Order confirmed as dispatched before 11am on Thursday

Order confirmed as dispatched before 11am on Friday

Day of Delivery to Site

Delivery on Wednesday 8am-5.30pm

Delivery on Thursday 8am-5.30pm

Delivery on Friday 8am – 5.30pm

Delivery on Monday 8am – 5.30pm

Delivery on Tuesday 8am – 5.30pm

- (a) PVCu beads will arrive on a separate delivery by another carrier on or before the day of render material delivery. Delivery timescales may vary during periods of national and bank holidays.
- (b) We offer the above timescales as a guide but unfortunately due to the well reported national driver shortage throughout UK pallet networks we do suffer the occasional delay which is completely out of our control and therefore we cannot be held responsible for any delays, losses or costs suffered in these quite rare instances.
- (c) Moffet offload, Next day and Saturday deliveries may be available on request. Please contact sales@monocouche.co.uk to confirm availability and pricing.
- (d) It is our advice that materials are ordered to site a few days in advance of when they are required for install.

- (e) Please take the time to ensure that you have ordered enough materials to avoid additional delivery charge & delay.
- (f) We suggest that the installing party provides the purchaser with the material quantities required.
- (g) If the Customer does not receive a Delivery when due in the ordinary course of events it shall notify MRS in writing within 72 hours.
- (h) If the Buyer fails to take Delivery when offered by MRS it shall allow or pay MRS for all loss and expense arising including but not limited to additional transport, handling, insurance, administration, and storage costs. Without affecting its other rights, MRS may require the Buyer in writing to take Delivery and if the breach continues for a further 7 days MRS may at its sole discretion at any time upon notice in writing to the Buyer treat the Contract as terminated for breach by the Buyer and dispose of the Goods as it sees fit. The Buyer shall be liable to MRS for the Price in addition to the loss and expense arising subject only to a credit for any net recovery made by MRS for the Goods.
- (i) The Buyer is not entitled to reject the Goods, repudiate the Contract, or claim damages because any Delivery or total Deliveries are early or late, incomplete or failed, or of greater or lesser quantity than provided in the Contract. The time and date of Delivery is not of the essence and any proposed date or time of Delivery is given without warranty. The Buyer shall hold at its own cost Goods in excess of the Contract quantity as bailee for MRS.

4. RISK AND TITLE

- (a) Risk in the Goods passes to the Buyer on Delivery.
- (b) Title in the Goods (i) remains with MRS until the Buyer makes all Payments due and all payments due under any other contract with MRS; and (ii) shall not pass by virtue of attachment, incorporation, or alteration if the Goods remain identifiable and detachable as applicable.
- (c) Until Title passes to the Buyer it shall (i) properly store or use the Goods such that they are identified as the property of MRS; (ii) hold the Goods as fiduciary agent and bailee for MRS; and (iii) insure the Goods against all insurable risks for the Price and hold the proceeds separately on trust for MRS.
- (d) If the Buyer becomes insolvent or breaches any of these Conditions Payment becomes immediately due and MRS may forthwith suspend or terminate performance of the Contract. The Buyer is insolvent if it (i) cannot pay due debts; or (ii) is bankrupt; or (iii) enters into a voluntary agreement with creditors; or being a company (iv) has a petition presented for its winding up; or (v) passes a resolution for voluntary winding up (other than for the purposes of amalgamation or reconstruction); or (vi) becomes subject to a receiving order or administration order.
- (e) If Payment or payment for other goods or services supplied by MRS to the Buyer is overdue, the Buyer grants to MRS a licence to enter any property to which the Buyer has access and to separate, detach, seize and sell the Goods or other goods supplied by MRS without prejudice to any other rights of MRS.
- (f) Without prejudice to the right of MRS to recover the Price from the Buyer, if the Buyer sells the Goods before making all Payments, it shall hold the proceeds on trust for MRS which may at its discretion (i) trace those proceeds into any bank or other account maintained by the Buyer; and (ii) require by written demand assignment by the Buyer of the right to recover the price from any purchaser; and (iii) the Buyer may not assign any rights arising from that sale without the written permission of MRS.

5. CANCELLATION AND RETURNS

- (a) Cancellation and returns will be agreed by the Company Director on condition that all costs and expenses incurred by the Company up to the time of cancellation and returns and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation and returns will be paid forthwith by the Customer to the Company.
- (b) No Goods delivered to the Customer which are in accordance with the Contract will be accepted for return without the prior written approval of the Company Director on terms to be determined at the absolute discretion of the Company Director. Goods returned without the prior written approval of the Company Director may at the Company's

absolute discretion be returned to the customer or stored at the Customer's cost without prejudice to any right or remedy the Company may have. A 35% handling charge will also be applied to any returned goods. All credits must be taken within 12 months of credit date. Note: All cement based, special order and tinted products are non-returnable, and no refunds will be given.

(c) Any request for cancellations and/or returns must strictly be made within 14 days from the date of order in accordance with term and conditions above.

6. PRICES

(a) All prices are unless otherwise stated quoted net ex works exclusive of VAT and are subject to fluctuation in the event of any increase in the cost of labour, materials, or overheads. Any increase in such costs from the time of ordering will be added to the quoted price.

(b) In the event of any alteration in specification being requested by the Customer and agreed to by the Company, the Company shall be entitled to make an adjustment of the contract price corresponding to such alteration.

(c) All prices quoted are exclusive of Carriage and all Carriage quotations are for goods delivered to one address in one operation to mainland UK by the Company's own transport arrangements.

7. TERMS OF PAYMENT

(a) Where credit is granted by the Company to a Customer, the terms of payment shall be net cash monthly - account due and payable within 30 days from the date of invoice. The Company shall be entitled to submit its invoices with its delivery advice notes or any time thereafter save that where delivery has been postponed at the request of the Customer, then the Company may submit its invoice at any time after the goods are ready for delivery or would have been ready in ordinary course but for the request or default as aforesaid. The Contract shall not be construed as a "Lump Sum" contract and MRS may Invoice and Payment is due in respect of each part, single or multiple Delivery.

(b) Payment terms are net cash with order unless otherwise agreed in writing and any credit terms quoted to a Customer may notwithstanding any arrangement with the Customer be withdrawn at any time by the Company. Credit may only be granted at the absolute discretion of the Company on initial orders over the minimum value specified by the Company.

(c) Where Goods are delivered by instalments, the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Conditions.

(d) No disputes arising under neither Contract nor delays beyond the reasonable control of the Company shall interfere with prompt payment in full by the Customer. The Buyer may not set off, abate, or otherwise deduct sums from any Invoice absent a court order.

(e) In the event of default in payment by the Customer either of the whole payment or any instalment under the above terms of payment, the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract between the Company and the Customer without notice and to charge interest on any amount outstanding under the current terms of the '*Late Payment of Commercial Debts (Interest) Act 1998*'. This is currently calculated at 8% above the Bank of England Base Rate and will be reviewed periodically. The interest will be calculated from the date the payment was due. The company shall have the option of treating any outstanding balance of the contract as having been repudiated by the customer.

(f) Further to clause 7(e) above, the Customer accepts that all product warranties, guarantees, and technical support relating to the contracts not paid as a result of late payment may be withdrawn at the discretion of the Company and made null and void until such time as payment is received by the Company without confirmation of such withdrawal in writing.

(g) MRS may at any time appropriate any Payment or payment under any other contract by the Buyer in settlement of such invoices as MRS may at its absolute discretion think fit notwithstanding any purported appropriation by the Buyer.

8. SPECIFICATION AND BATCH VARIATIONS

(a) The Company reserves the right to alter or change specifications of the Goods supplied within reasonable limits having regard to the nature of the Goods.

(b) The Customer will have no claim in respect of minor batch to batch variations in colour or texture or composition.

(c) The Goods are described in the Quotation and refer to the current MRS technical and specification information published at www.monocouche.co.uk where applicable. Any descriptions, specifications, drawings, weights, and dimensions however provided by MRS are believed to be accurate subject to commercial tolerances, but MRS accepts no liability for errors or omissions or for their interpretation for which the Buyer accepts full responsibility.

(d) Unless expressly stated the Goods do not include ancillary products such as mesh, beads, board and the like; such supplies to the Buyer are subject to any relevant additional terms and conditions imposed upon MRS by its suppliers.

9. TECHNICAL INFORMATION AND COVERAGE

(a) The information contained in the advertising, sales and technical literature issued by the Company (including the Company's application instructions and specifiers and users guide) may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations, performance details, examples of applications, recommendations as to use and all other technical data in such literature are based on experience and from trials under test conditions. Accordingly, the information contained in the Company's publications is provided for general guidance only and forms no part of the Contract unless expressly agreed in writing, Customers should obtain specific recommendations and advice from the Company regarding the uses and attributes of the Company's product.

(b) The Customer shall have no claim in respect to under or over ordering of Goods unless a separate written guarantee is given by the Company.

10. APPLICATION INSTRUCTIONS

The Company supplies instructions for the application of the Goods and copies may be obtained on demand from the Company free of charge. Accordingly, the Customer shall have no claim against the Company arising as a consequence of the method of application.

11. SHORTAGES AND DEFECTS APPARENT ON INSPECTION

The Customer shall have no claim for shortages or defects apparent on visual inspection unless:

(a) the customer inspects the Goods within two days of arrival at its premises or other agreed destination and;

(b) a written complaint is made to the Company within seven days of receipt of the Goods or such shorter period as the carrier's conditions (if applicable) require specifying the shortage or defect and;

(c) the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If a complaint is not made to the Company as herein provided, then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly and in such circumstances the Guarantee Condition shall not apply.

12. DEFECTS NOT APPARENT ON INSPECTION

- (a) The Customer shall have no claim in respect to defaults not apparent on visual inspection at the time of delivery.
- (b) The Customer shall not be entitled to claim in respect of any repairs or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse.
- (c) The Company may within 30 days of receiving such a written complaint (or 60 days where the Goods are situated outside the United Kingdom) inspect the Goods and the Company if so, required by the Company, shall take all steps necessary to enable the Company to do so.

13. GUARANTEE CONDITION

- (a) Save as otherwise provided by the other Conditions Sections 12 to 15 of the Sale of Goods Act 1979 are to be implied into this Contract.
- (b) In the event of the condition of Goods being such as might or would (subject to these Conditions) entitle the Customer to claim damages or to repudiate the Contract the Customer shall not then do so but shall first ask the Company to supply satisfactory substitute Goods, the Company shall thereupon be entitled to supply satisfactory Goods free of cost and within a reasonable time. If the Company does so supply satisfactory substitute Goods, the Customer shall be bound to accept such substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the substitute Goods are delivered.

14. LIABILITY

- (a) Save where the Company is shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods the Company shall not be liable in any circumstances in respect of death or personal injury and under no circumstances whatsoever shall the Company be liable for consequential loss (including removal or rectification work required in connection with the substituted Goods) loss of profits or damage to property.
- (b) The Customer shall, save where the Company shall have failed to exercise reasonable care in the manufacture or supply of the Goods, indemnify the Company from and against all loss, damage, demands, expenses, claims, actions and proceedings which are incurred by the Company or threatened, demanded, brought or made against the Company by any person, firm or company or governmental or other authority in respect thereof together with all costs and expenses incurred in relation thereto.

15. INSOLVENCY

- (a) If the Customer shall become bankrupt or insolvent or compound with creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets undertaking, the Company shall be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.
- (b) The Customer accepts that all product warranties, guarantees, and technical support relating to the contracts not paid as a result of Insolvency may be withdrawn at the discretion of the Company and made null and void until such time as payment is received by the Company without confirmation of such withdrawal in writing.

16. FORCE MAJEURE

Neither party shall be under any liability for any delay loss or damage caused wholly or in part by act of God, pandemic, epidemic, strike, walk out, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of these Conditions.

17. LEGAL

The Contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the Jurisdiction of the English Courts only.

18. CONSUMER SALES

Where a contract is for the sale of Goods to a person who neither makes this contract in the course of a business nor holds himself out as doing so, the statutory rights or obligations that arise under Section 12-15 of the Sale of Goods Act 1979 shall not be affected by these Conditions. Where a trade discount is given the Customer warrants that the transaction is not a consumer sale.

19. DATA PROTECTION & PRIVACY

Data Protection in this clause 19, the following definitions shall apply:

- ‘personal data’ means any personal data provided to us by you, or on your behalf, for the purpose of providing our products and services to you;
- ‘data protection legislation’ means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;
- ‘controller’, ‘data subject’, ‘personal data’, and ‘process’ shall have the meanings given to them in the data protection legislation;
- ‘GDPR’ means the General Data Protection Regulation ((EU) 2016/679); and
- ‘PECR’ means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

(1) We shall be considered a data controller in relation to the personal data. We will comply with all requirements and obligations applicable to us under the data protection legislation in respect of the personal data. You shall only disclose personal data to us where:

- (i) you have provided the necessary information to the relevant data subjects regarding its use; and;
- (ii) you have a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant data subject’s consent; and;
- (iii) you have complied with the necessary requirements under the data protection legislation to enable you to do so. You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any failure by you or by any person for whom you are responsible to provide the necessary information to the relevant data subjects.

This indemnity will extend to the cost of defending any such claim.

(2) We shall only process the client personal data:

- (i) in order to provide our products and services to you and perform any other obligations in accordance with our relationship with you;

- (ii) in order to comply with our legal or regulatory obligations; and;
- (iii) where it is necessary for the purposes of our legitimate interests and those interests are not overridden by the data subjects' own privacy rights.

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