



**TERMS AND CONDITIONS – SALE OF GOODS TO BUSINESSES  
(NO INSTALLATION SERVICES)**

If you are a consumer (meaning: **an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession**) please refer to our consumer terms and conditions

**The buyer's attention is in particular drawn to the provisions of condition 9 and 10**

**Interpretation**

1.1. The definitions and rules of interpretation in this condition apply in these conditions.

**Buyer** The person, firm or company who purchases the Goods from the Company as detailed in the quotation or estimate.

**Company** Trecó Limited.

**Contract** Any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

**Delivery Point** The place where delivery of the Goods is to take place under condition 4.

**Goods** Any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

**Insolvency Event** A party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

A party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation

of that other party with one or more other companies, or the solvent reconstruction of that party; or

A petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of a party; or

An application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the party; or

A floating charge holder over the assets of a party has become entitled to appoint, or has appointed, an administrative receiver; or

A person becomes entitled to appoint a receiver over the assets of a party, or a receiver is appointed over the assets of a party; or

A creditor or encumbrancer of a party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the

events mentioned above; or

A party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

There is a change of control of the other party (as defined in Section 574 of the Capital Allowances Act 2001).

- 1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3. Words in the singular include the plural and in the plural include the singular.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Condition headings do not affect the interpretation of these conditions.

## **2. Application of terms**

- 2.1. Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3. These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Company's business manager of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4. Each order or acceptance of a quotation or estimate for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 2.5. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the

Buyer.

- 2.6. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7. Any quotation or estimate is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation or estimate is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
- 2.8. The Buyer must obtain and maintain all necessary licences and consents and comply with all relevant legislation insofar as such licences, consents and legislation relate to the Buyer's use of the Goods.

## **3. Description**

- 3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or estimate or acknowledgement of order.
- 3.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

## **4. Delivery**

- 4.1. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the premises detailed on the Company's quotation or estimate.
- 4.2. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.3. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 60 days.
- 4.4. If for any reason the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- 4.4.1. risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- 4.4.2. the Goods shall be deemed to have been delivered; and
- 4.4.3. the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.5. The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.6. Where the Company delivers the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.7. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

**5. Non-delivery**

- 5.1. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2. The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.
- 5.3. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods at the Company's discretion.

**6. Risk/title**

- 6.1. The Goods are at the risk of the Buyer from the time of delivery.
- 6.2. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 6.2.1. the Goods; and
  - 6.2.2. all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - 6.3.1. hold the Goods on a fiduciary basis as the Company's bailee;
  - 6.3.2. store the Goods (at no cost to the

- 6.3.3. Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 6.3.4. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 6.4. The Buyer's right to possession of the Goods shall terminate immediately if:
  - 6.4.1. the Buyer is subject to an Insolvency Event; and/or
  - 6.4.2. the Buyer encumbers or in any way charges any of the Goods.
- 6.5. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.6. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.7. Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.8. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

**7. Price**

- 7.1. Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the quotation or estimate.
- 7.2. The price for the Goods shall be exclusive of any value added tax which the Buyer shall pay in addition when it is due to pay for the Goods.
- 7.3. The Price for Goods shall include all costs relating to packaging, loading, unloading, carriage and insurance.
- 7.4. Any extra orders that are not stated on the quotation or estimate will need to be paid in full before delivery of the Goods.

**8. Payment**

- 8.1. Subject to condition 8.5, payment of the price for the Goods is due in pounds sterling on the dates set out in the quotation or estimate.
- 8.2. Time for payment shall be of the

- essence.
- 8.3. No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4. We also accept payment by cheque, debit cards, credit cards or BACS transfers. We are unable to accept AMEX. Credit cards will incur 2% surcharge.
- 8.5. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.6. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.7. If the Buyer fails to pay the Company any sum due pursuant to this Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.8. If the Buyer fails to pay on the due dates detailed in the quotation or estimate the Company may suspend any further deliveries until payment is made.
- 8.9. The Company may, without prejudice to any other rights it may have, set off any liability of the Company to the Buyer against any liability of the Buyer to the Company. The Buyer shall have no right of set off.
- 9. Warranty**
- 9.1. Subject to you complying with the remainder of these terms and conditions as well as those of the manufacturers of the Goods, the warranty starts when the Goods have been delivered to the Buyer and lasts for the period offered by the manufacturers (the "**Warranty Period**").
- 9.2. The Company must receive the signed warranty card ("**Warranty Card**") which the Buyer will receive on delivery of Goods within sixty (60) days of the date of the delivery of the Goods (the "**Deadline**").
- 9.3. The Buyer must return the signature portion of the Warranty Card to the Company at the following address: Pyramid House, 1 Tiverton Way, Tiverton, Devon, EX16 6TG.
- 9.4. It is your responsibility to ensure that the Company receives the Warranty Card by or before the Deadline. The Company will not acknowledge receipt of the Warranty Card. The Company accepts no liability under this warranty if the Buyer does not return the Warranty Card by the Deadline.
- 9.5. The Buyer must notify the Company immediately of any alleged defects as soon as it becomes apparent.
- 9.6. occurring during the Warranty Period, the Buyer must notify the Company by writing at Pyramid House, 1 Tiverton Way, Tiverton, Devon, EX16 6TG or telephoning on 01884 250790 within the Warranty Period.
- 9.7. The Company will make arrangements with the Buyer for one of the Company's team to come out and evaluate the defect. The visit will be at the Buyer's cost unless the evaluation reveals a defect in the Goods.
- 9.8. The Buyer must retain the Goods at its premises unless requested by the Company to return them to the Company.
- 9.9. If the evaluation reveals a defect in the Goods, the Company will, at its discretion:
- 9.9.1. repair the faulty portion of the Goods; or
- 9.9.2. replace the faulty portion of the Goods, free of charge at the Buyer's address or at the Company's address.
- 9.10. Should a part no longer be available, it will be replaced with a part that most closely matches it.
- 9.11. If the evaluation establishes that the defect is due to the installation of the Goods rather than a defect in the Goods, the Company will not have any further liability or responsibility to the Buyer.
- 9.12. The Company will charge for technical assistance work not under guarantee which will include the fixed call-out charge, costs of labour and materials required for repair according to the current spares price list.
- 9.13. If the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- 9.14. The Company shall **not** be liable for a breach of any of the warranties in condition 9.10 for:
- 9.14.1. damage caused by accident, abuse, misuse or misapplication; or
- 9.14.2. incorrect fuel types being used with the Goods;
- 9.14.3. accident or negligence in use or storage; or
- 9.14.4. fair wear and tear, neglect or misuse of the Goods; or
- 9.14.5. loss or damage due to fire, smoke, water, lightning, sunlight, weather, theft or explosion; or
- 9.14.6. damage caused during the installation process where You or Your Installer have installed the Goods; or
- 9.14.7. damage caused because the Buyer has

- not used, operated, maintained, inspected or repaired the Goods in accordance with:
- 9.14.7.1. good and diligent operating and maintenance procedures (including, but not limited to, servicing not less than annually or every 2,500 hours (whichever is earlier) and sweeping of the flue annually),
  - 9.14.7.2. our recommendations and all instructions provided in the most current manual relating to the Goods;
  - 9.14.7.3. and/or any other recommendations we provide; or
  - 9.14.8. the Buyer or its Installer has not fully complied with the pre-commissioning checklist provided with the instructions and/or manual and the commissioning procedure;
  - 9.14.9. the Buyer or its Installer have not fully complied with the manual when installing the Goods;
  - 9.14.10. damage caused because the Buyer or its Installer have not used, operated, maintained, inspected or repaired the Goods in accordance with good and diligent operating and maintenance procedures, the Company's recommendations and all instructions provided in the most current product data sheet provided by the manufacturer and any other recommendations the Company provides; or
  - 9.14.11. loss or damage caused by a third party; or
  - 9.14.12. any other loss or damage which is not caused by a defect in materials; or
  - 9.14.13. the Buyer altering or repairing the Goods without the written consent of the Company; or
  - 9.14.14. damage caused during transport (scratches, dents, etc.); or
  - 9.14.15. defects caused by insufficiency or unsuitability of the flue, wiring, water, power or drainage systems, or damage arising from environmental conditions due to climate, etc; or
  - 9.14.16. damage caused by carelessness, negligence, tampering, misuse, or repairs made by unauthorised personnel; or
  - 9.14.17. damage to parts made of ceramic, glass, brass, wood, handles, grips, gaskets, external pipes and any other fittings; or
  - 9.14.18. damage to parts treated in galvanising bath, painted parts subject to wear and tear from fire; or
  - 9.14.19. deformities associated with the natural and physical features of the materials used (e.g., any tile discolouring); or
  - 9.14.20. anything that may be considered to be normal deterioration through use.
- 9.15. In addition, where the Buyer has installed the Goods, the Company shall not be liable if the Buyer or the Buyer's installer

- fails to comply with any of the manufacturer's operating instructions or fails to comply with any operating instructions or notices or information provided by the Company and the Company will **not** have any further liability or responsibility to the Buyer.
- 9.16. If the Company complies with condition 9.9 the Company shall have no further liability for a breach of any of the warranties in respect of such Goods.
  - 9.17. Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the Warranty Period.

## **10. Limitation of liability**

- 10.1. Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  - 10.1.1. any breach of the Contract;
  - 10.1.2. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - 10.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3. Nothing in these conditions excludes or limits the liability of the Company:
  - 10.3.1. for death or personal injury caused by the Company's negligence; or
  - 10.3.2. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - 10.3.3. for fraud or fraudulent misrepresentation.
- 10.4. Subject to condition 10.2 and condition 10.3:
  - 10.4.1. the Company shall not be liable for:
    - 10.4.1.1. loss of profits; or
    - 10.4.1.2. loss of business; or
    - 10.4.1.3. depletion of goodwill and/or similar losses; or
    - 10.4.1.4. loss of anticipated savings; or
    - 10.4.1.5. loss of goods; or
    - 10.4.1.6. loss of contract; or
    - 10.4.1.7. loss of use; or
    - 10.4.1.8. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
  - 10.4.2. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or

contemplated performance of the Contract shall be limited to the Contract price.

## 11. Termination

11.1. Without prejudice to any other rights or remedies which the parties may have, the Company may terminate the Contract without liability to the Buyer immediately on giving notice to the Buyer if:

11.1.1. the Buyer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment; or

11.1.2. the Buyer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

11.1.3. the Buyer is subject to an Insolvency Event.

11.2. On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.

11.3. On termination of the Contract (however arising) the following conditions shall survive and continue in full force and effect:

- 11.3.1. condition 6;
- 11.3.2. condition 7;
- 11.3.3. condition 8;
- 11.3.4. condition 10;
- 11.3.5. condition 11; and
- 11.3.6. condition 22

## 12. Force majeure

12.1. A party, provided that it has complied with the provisions of condition 12.2, shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to condition 12.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:

12.1.1. acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

12.1.2. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

12.1.3. terrorist attack, civil war, civil commotion or riots;

12.1.4. nuclear, chemical or biological

12.1.5. contamination or sonic boom; voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);

12.1.6. fire, explosion or accidental damage;

12.1.7. loss at sea;

12.1.8. extreme adverse weather conditions;

12.1.9. collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

12.1.10. any labour dispute, including but not limited to strikes, industrial action or lockouts;

12.1.11. non-performance by Company or its subcontractors (other than by companies in the same group as the party seeking to rely on this condition); and

12.1.12. interruption or failure of utility service, including but not limited to electric power, gas or water.

12.2. Any party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:

12.2.1. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

12.2.2. it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

12.3. If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate the Contract by giving 20 days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

## 13. Variation

No variation of this Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## 14. Waiver

14.1. Failure to exercise, or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

14.2. No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

14.3. A waiver (which may be given subject to

- conditions) of any right or remedy provided under the Contract or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 14.4. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 15. Severance**
- 15.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 15.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16. Entire agreement**
- 16.1. This Contract and any quotation or estimate annexed to it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Contract.
- 16.2. Each party acknowledges that, in entering into this Contract and the documents annexed to it, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Contract or not) other than as expressly set out in this Contract or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in this Contract.
- 16.3. Nothing in this condition shall limit or exclude any liability for fraud.
- 17. Assignment**
- 17.1. The Buyer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 17.2. The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 17.3. Each party that has rights under this Contract is acting on its own behalf and not for the benefit of another person.
- 18. No partnership or agency**
- Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19. Rights of third parties**
- A person who is not a party to this Contract shall not have any rights under or in connection with it.
- 20. Notices**
- 20.1. Any notice required to be given under this Contract shall be in writing and shall be delivered personally, or by email, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice to the addresses set out for each party on the quotation or estimate or as otherwise specified by the relevant party by notice in writing to each other party.
- 20.2. Any notice shall be deemed to have been duly received:
- 20.2.1. if delivered personally, when left at the address and for the contact referred to in this condition; or
- 20.2.2. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or
- 20.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed ;or
- 20.2.4. if delivered by email, on the date and at the time the email is sent.
- 20.3. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.
- 21. Dispute Resolution**
- 21.1. In the event of a dispute or difference arising between the parties in connection with this Contract, the parties acknowledge that they shall try and resolve the dispute or difference in the first instance by negotiation in good faith.
- 21.2. In the event that the parties are unable to settle the dispute between them by negotiation, the parties may refer the matter to mediation.
- 21.3. If the parties are unable to reach a settlement of the dispute or difference by means of mediation, the parties may refer the matter to be resolved by an

independent third party adjudicator in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998.

exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

21.4. Clauses 21.1 and 21.2 shall not prejudice either party's right to seek interim injunctive relief or to commence summary judgment proceedings.

**22. Governing law and jurisdiction**

22.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

22.2. The parties irrevocably agree that the courts of England and Wales shall have

Signed by Dale Roberts  
For and on behalf of  
Tresco Limited



) .....

Signed by

) .....

Print name

) .....

For and on behalf of

) .....

Date

) .....

**PLEASE READ THE ATTACHED TERMS AND CONDITIONS WHICH GOVERN THE RELATIONSHIP BETWEEN TRECOS LIMITED AND YOU, THE CUSTOMER. BY SIGNING AND RETURNING THE LETTER OF AGREEMENT YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.**