

## ALTITUDE ROOFS TERMS AND CONDITIONS OF SUPPLY

- 1 **Our contract with you**
  - 1.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
  - 1.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2 **Placing an order and its acceptance**
  - 2.1 **Placing your order.** You may place your order by emailing or telephoning us. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms. Please check your order before placing it as you are responsible for ensuring that your order is complete and accurate.
  - 2.2 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. We shall send you our quotation for your order which shall be valid for 20 business days. Our acceptance of your order will take place as described in clause 2.3.
  - 2.3 **Accepting your order.** Our acceptance of your order takes place when we send the email with the quotation for you to accept it and you confirm you are happy with the quotation, at which point the Contract between you and us will come into existence.
  - 2.4 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order.
  - 2.5 **Amending your order.** You may request to make an amendment to your order by emailing or telephoning us. Changes to your order will be subject to stock availability and can only be made provided the component in question has not already been produced.
- 3 **Our goods**
  - 3.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
  - 3.2 If you arrange to view one of our vehicles fitted with a pop top roof, it is always possible that some of the elements of the vehicle viewed will differ to the Goods. This is due to the ongoing improvements we make to our products.
- 3.3 Certain elements of products, including the fiberglass roof shell, are handmade so we cannot guarantee that the Goods will be entirely free from minor defects.
- 3.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.
- 4 **Collection of the Goods, transfer of risk and title**
  - 4.1 For trade customers (supply only sales) we will contact you by email and/or telephone with an estimated date for when the Goods are to be ready for collection. Goods are to be collected within 10 working days unless arranged otherwise. Storage fees of £15 per week will apply thereafter.
  - 4.2 For consumers your vehicle will be brought to us on your pre-arranged booking date and collected following the roof installation by ourselves. Occasionally collection may be affected by an Event Outside Our Control. See clause 13 (Events outside our control) for our responsibilities when this happens.
  - 4.3 Collection is complete once the Goods have been collected by you or a carrier organised by you to collect them from us and the Goods will be at your risk from that time. Any roofs requiring storage by trade customers prior to fitting must be stored correctly and support the shape of the roof to prevent warping and disfiguration. Guidance for this is available from ourselves upon request.
  - 4.4 You own the Goods once we have received payment in full.
- 5 **Price of goods**
  - 5.1 The prices of the Goods will be as quoted on our quotation which you will receive after you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 5.5 for what happens if we discover an error in the price of Goods you ordered.  
**Price increases**
  - 5.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed except that we may notify you of an increase in the prices for our Goods if the cost of supplying the Goods is affected by factors beyond its reasonable control, which shall include but shall not be limited to foreign exchange fluctuations, increases in taxes and duties, and increases (or shortages) in labour, materials (including oil and gas) and other manufacturing costs in.
  - 5.3 In the event of clause 5.2 applying to a consumer contract, the prices will not be increased unless the cost of supply of any individual item increases by more than 3%. If the prices are increased, you shall have the right to terminate your order by giving us prior

written notice and we shall refund you any fees paid to us except for the deposit paid which will be retained to cover time and expenses already incurred.

5.4 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of collection, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

5.5 It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

## 6 Payment

6.1 **Payment terms.** Payment for the Goods is in advance of or upon collection in accordance with the payment terms set out in the invoice emailed to you on our acceptance of your order.

6.2 **Non-refundable deposit.** A 20% deposit of the total price of the order shall be required for us to start processing your order. Once deposit has been received, trade customers (supply only) will be given an approximate timescale as to when their roof is able to be collected and consumer customers will have your booking date and arrival time confirmed by email. Deposits are non-refundable.

6.3 **Paying the balance.** The balance of the order shall be paid prior to or on collection of the Goods. Failure to pay the balance on or prior to collection may result in the Goods not being supplied until payment in full has been made.

6.4 **How to pay.** We only accept payment for the Goods by electronic bank transfer to the following account: Altitude Roofs Ltd, HSBC, Sort Code: 40-40-04, Account No.: 61707469. Please ensure that you use your business name (trade customers/supply only customers) or vehicle registration (consumers) as a reference when sending any payments to our bank account.

## 7 Intellectual Property Rights

All Intellectual Property rights in or arising out of or in connection with the Goods will be owned by us. Nothing in this agreement will function to transfer any of our Intellectual Property rights to you.

## 8 Manufacturer's guarantee

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

## 9 Our warranty for the goods

9.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

9.2 We provide a warranty that on collection and for a period of 24 months from collection, the Goods shall:

- (a) subject to clause 3, conform in all material respects with their description;
- (b) subject to clause 3, be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Consumer Rights Act 2015);
- (d) be fit for any purpose held out by us.

9.3 Subject to clause 9.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 9.2;
- (b) you have read and acted in accordance with our aftercare sheet;
- (c) the damage has not been caused by misuse, negligence, or lack of maintenance;
- (d) we are given a reasonable opportunity of examining the Goods; and
- (e) we ask you to do so, you return the Goods to us at your cost,
- (f) Warranty will be void should any alterations to the product be carried out by anyone other than ourselves (unless under circumstances where prior written permission has been obtained)

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

9.4 Where there is an issue with a particular component of the Goods, the remedy referred to in clause 9.3 will only apply to the defective

	component, not the Goods as a whole or any optional extras which are not defective.		
9.5	We will not be liable for breach of the warranty set out in clause 9.2 if:		
	(a) you make any further use of the Goods after giving notice to us under clause 9.3;		
	(b) the defect arises as a result of us following any drawing, design or specification supplied by you;		
	(c) you alter or repair the Goods without our written consent;		
	(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or		
	(e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.		
9.6	We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 9.2 to the extent set out in this clause 9.		
9.7	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.		
9.8	These Terms also apply to any repaired or replacement Goods supplied by us to you.		
9.9	Repaired or replacement goods shall not entitle an extension of the warranty period.		
<b>10</b>	<b>Our liability: your attention is particularly drawn to this clause</b>	<b>11</b>	<b>Cancellation Rights</b>
10.1	References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.	11.1	Where you order goods made to your specifications or you order goods which are clearly personalised, you do not have the right to change your mind about your purchase and receive a refund.
10.2	We only supply the Goods for domestic and private use by you or as a part to be used for your business activities, and you agree not to use the Goods, either in part or as a whole, for any resale of Goods purposes.	11.2	The Goods under this contract are made to your vehicle's specifications and are bespoke. Therefore, subject to clause 2.5, you do not have the right to change your mind about an order once it has been accepted by you as described in clause 2.3.
10.3	Nothing in these Terms limits or excludes our liability for:	<b>12</b>	<b>Termination</b>
	(a) death or personal injury caused by our negligence;	12.1	Without limiting any of our other rights, we may suspend the supply of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
	(b) fraud or fraudulent misrepresentation;		(a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
	(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or		(b) you fail to pay any amount due under the Contract on the due date for payment;
	(d) any other liability that cannot be limited or excluded by law.		(c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
			(d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
		12.2	Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
		10.4	Subject to clause 10.3, we will under no circumstances be liable to you for any loss of profits, sales, business, or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated savings, loss of goodwill, or any indirect or consequential loss.
		10.5	Subject to clause 10.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.
		10.6	Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

- 12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- Contract to another entity but will always notify you by posting on this webpage if this happens.
- 13 Events outside our control**
- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- (a) we will contact you as soon as reasonably possible to notify you; and
- 15.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our supply of Goods to you, we will arrange a new collection date with you after the Event Outside Our Control is over.
- 15.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14 Communications between us**
- 15.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 14.1 When we refer to "in writing" in these Terms, this includes email.
- 15.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.
- 14.2 Any notice or other communication under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.
- 14.3 A notice or other communication is deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.
- 14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 14.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15 General**
- 15.1 Assignment and transfer.**
- (a) We may assign or transfer our rights and obligations under the