



Standard Terms & Conditions for B2B

1. Contract Definitions and Interpretation

1.1 The following definitions apply in these standard terms and conditions:

Business Day	means a day other than Saturday, Sunday or public holiday in England when banks are open for business;
Charges	means the charges for the Services as agreed between the Supplier and the Client in the Quote;
Client	means the individual or company who purchases the Goods and/or Services from the Supplier;
Conditions	means these terms and conditions as amended from time to time in accordance with Condition 16.5;
Contract	means the legally binding contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these Conditions;
Delivery Address	means the place where delivery of the Goods is to take place under Condition 3.1 as agreed with the Supplier;
Goods	means any goods or products agreed in the Contract to be supplied to the Client by the Supplier (including any part or parts of them);
Order	means written acceptance by the Client of the Quote for Goods & Services and forms part of the Contract;
Price	means the price of the Goods as agreed between the Supplier and the Client in the Quote;
Quote for Goods & Services / Quote	means the quote from the Supplier for the Goods & Services, including the Price(s), based on the Client's specification, that is agreed in writing between the Client and the Supplier and forms part of the Contract when accepted by the Client (either in writing or verbally) as an Order;
Services	means any services agreed in the Contract to be supplied by the Supplier to the Client, other than services ancillary to the supply of the Goods;
Supplier	means Shear Assets Limited, Company registration number SCO 61 2534 registered office 3 Clairmont Gardens, Glasgow, G3 7LW, trading as Space Consultancy;

1.2 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 Where the context requires, words in the singular include the plural and vice versa.

2. The Contract

- 2.1 Any Quote for Goods & Services is given on the basis that no Contract shall come into existence until the occurrence of one of the events set out in Condition 2.4.
- 2.2 Unless otherwise agreed in writing, any Quote for Goods & Services is valid for a period of 10 Business Days only from its date of issue, provided that the Supplier has not previously withdrawn it and shall be subject to the availability of the Goods and/or the Services (it being acknowledged by the Client that the stock levels of certain Goods may have fluctuated in any extended period following the Quote).
- 2.3 Each Order on acceptance by the Client (in writing or verbally) of a Quote for Goods & Services shall be deemed to be an offer by the Client to purchase Goods and/or Services subject to these Conditions.
- 2.4 An Order shall be deemed to be accepted on the occurrence of the earlier of: (i) the Supplier's written confirmation that Goods have been ordered; or, (ii) the Supplier specifying a delivery date for the Goods and Services; or, (iii) the commencement of performance of the Services; provided payment has been made in accordance with condition 8.4.
- 2.5 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions (including, but without limitation, any terms or conditions which the Client purports to apply under any Order.
- 2.6 Any Order which has been accepted by the Supplier may only be cancelled, postponed or varied by the Client with the prior written consent of the Supplier and on terms that the Client will indemnify the Supplier in full from and against all costs and expenses incurred (directly or indirectly) by the Supplier as a result of such cancellation, postponement or variation.
- 2.7 In the event of any inaccuracies, typographical, clerical or other error or omission in any Quote for Goods & Services or other sales literature, the Supplier shall contact the Client as soon as practicably possible and such document shall be subject to correction without any liability on the part of the Supplier.
- 2.8 The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Supplier's liability for fraudulent misrepresentation.

3. Delivery of Goods and Performance of Services

- 3.1 Unless otherwise agreed in writing by the Supplier, delivery of the Goods and performance of the Services regarding the assembly and installation of the Goods shall take place at the Delivery Address stated on the Order.
- 3.2 A representative from the Supplier shall be at the Delivery Address to ensure smooth delivery and performance of Services as agreed in the Contract.
- 3.3 If any Goods forming part of the Order are missing, the Supplier will either: (i) ensure any missing items are supplied as soon as practicably possible; or, (ii) if such Goods are no longer available, replace with similar item(s); or, (iii) will arrange for a refund of any of the missing Goods.

- 3.4 Any dates specified or agreed by the Supplier for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence in the Contract.
- 3.5 The Supplier shall not be liable for any delays resulting from the Client providing inaccurate information about the Delivery Address or the wrong keys or access codes for access to the Delivery Address.
- 3.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery at the Delivery Address, or the Supplier is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods shall pass to the Client (including for loss or damage caused by the Supplier's negligence);
 - (b) the Goods shall be deemed to have been delivered;
 - (c) the Supplier may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance);
 - (d) the Supplier reserves the right to charge the Client for the Supplier's costs of the time spent attempting delivery and day booked to perform the Services; and
 - (e) the Client may become liable for the Supplier's reasonable costs incurred in relation to any further attempt to deliver.
- 3.7 If requested by the Supplier prior to the delivery date, the Client shall provide at the Delivery Address and at its risk and expense adequate and appropriate equipment and manual labour for unloading the Goods.
- 3.8 The Client shall, within 7 days of the delivery of the Goods, notify the Supplier of any defect by reason of which the Client alleges that the Goods delivered are not in accordance with the Quote for Goods & Services and which should be apparent on reasonable inspection, and/or that the delivery has resulted in damage to possessions, persons or premises, and, if required, shall provide the Supplier with a reasonable opportunity to inspect such Goods or alleged damage and give the Company an opportunity to repair the Goods or damage to the property.
- 3.9 If the Client fails to give notice under Condition 3.8 then, except in respect of any defect that is not one which should be apparent on reasonable inspection, the Goods shall be deemed conclusively to be in all respects satisfactory and accepted by the Client and the Supplier shall not be responsible for any damage to possessions, persons or premises caused in the delivery, assembly or installation of the Goods. In any event, the Supplier shall not be liable for any minor damage, such as scratches or scuffs, caused to possessions or premises during delivery, assembly or installation of the Goods, nor shall the Supplier be liable for any defects or damage unless it has had a reasonable opportunity to inspect and make good such defects or damage.
- 3.10 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and failure by the Supplier to deliver any one or more of the instalments in accordance with the Contract, or any claim by the Client relating to an instalment, shall not entitle the Client to repudiate or cancel any other Contract or instalment.
- 3.11 Without prejudice to condition 3.3, the Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Client gives written notice to the Supplier of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

3.12 Any liability of the Supplier 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.

4. Quality of Goods

4.1 The Supplier warrants that the Goods sold to the Client shall comply in all material respects with the Quote (unless otherwise agreed by the parties in writing).

4.2 The Client acknowledges that it is the Client's responsibility to ensure that the Goods will be fit for the purpose for which the Goods are intended.

4.3 If within a period of 7 days from the date of delivery of the Goods any of the delivered Goods are proved to the reasonable satisfaction of the Supplier not to comply with the Quote due to defects in materials, workmanship or composition, the Supplier at its option will:

- (a) replace, free of charge, such Goods with Goods which conform in all material respects with the Quote;
- (b) refund the price of such Goods (subject to the price having been paid by the date of the complaint by the Client); or
- (c) agree a reduced Price for such Goods.

4.4 The Supplier's obligation under Condition 4.3 will not apply where:

- (a) the Client makes any further use of such Goods after notifying the Supplier of the defect;
- (b) the defect arises as a result of the Supplier following any specification, plan, drawing, design, site survey, risk assessment or method statement supplied by the Client, including where this is part of the Quote;
- (c) the Goods have been subject to misuse (including any kind of use inconsistent with the Quote);
- (d) the Goods have been altered or repaired other than with the express written consent of the Supplier;
- (e) the Goods differ from the Quote as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- (f) any instructions for storage of the Goods have not been complied with in all respects.

4.5 If the Supplier complies with Condition 4.3 it shall have no further liability for breach of the warranty in condition 4.1 in respect of such Goods. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under condition 4.3(a).

4.6 Any Goods that have been replaced will belong to the Supplier.

5. Risk and Title

5.1 The Goods are at the risk of the Client from the time of delivery.

5.2 Ownership of the Goods shall not pass to the Client until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Supplier from the Client on any account.

5.3 Until ownership of the Goods has passed to the Client, the Client shall:

- (a) store the Goods (at no cost to the Supplier) in such a way that they remain readily identifiable as the Supplier's property;
 - (b) not destroy, deface or obscure any identifying mark on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier, and on request the Client shall produce the policy of insurance to the Supplier;
 - (d) notify the Supplier immediately if it becomes subject to any of the events set out in Conditions 11.1(c) or 11.1(d); and
 - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 5.4 Subject to Condition 5.5, the Client may use or resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any use or sale shall be effected in the ordinary course of the Client's business; and
 - (b) the Client shall deal as principal (and not as the Supplier's agent) when making such a sale.
- 5.5 The Client's right to possession of the Goods shall terminate immediately:
- (a) on the occurrence of any of the events set out at Conditions 11.1(c) and 11.1(d); or
 - (b) if the Client encumbers or in any way charges any of the Goods.
- 5.6 The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.
- 5.7 The Supplier may at any time require the Client to deliver up the Goods to the Supplier and, if the Client fails to do so promptly, the Supplier, its agents and employees may enter any premises of the Client or a third party where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 5.8 On termination of the Contract, howsoever caused, the Supplier's (but not the Client's) rights contained in this Condition 5 shall remain in effect.

6. Supply of Services

- 6.1 The Supplier shall provide the Services to the Client in accordance with the Quote in all material respects.
- 6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quote, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 6.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

7. Client's Obligations

- 7.1 The Client shall:
- (a) ensure that the terms of the Quote are complete and accurate;

- (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, Delivery Address and other facilities as reasonably required by the Supplier to deliver, assemble and install the Goods and/or provide the Services and shall provide the Supplier in advance with information relating to any specific requirements or restrictions that may prevent the Supplier from accessing such premises for such purposes;
- (c) prepare the Delivery Address so that it is safe and suitable for the delivery, assembly and installation of the Goods;
- (d) ensure that any premises of the Client or third parties are safe and suitable for the performance of the Services and co-operate with the Supplier in all matters relating to the Services;
- (e) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and
- (f) obtain and maintain all necessary licences, permissions and consents (including without limitation, with the local authority and parking) at Client's cost which may be required for the delivery of the Goods or receipt of Services before the date on which the Goods are due to be delivered or the Services are to start.

8. Price and Payment

- 8.1 Unless otherwise specified by the Supplier, the Charges and the Price shall be exclusive of all taxes and duties including, without limitation, value added tax, which (if applicable) shall be payable by the Client together with any additional storage and delivery costs as detailed in the Quote issued by the Supplier to the Client.
- 8.2 The Supplier reserves the right to increase the Charges if any extra cost is incurred by the Supplier as a result of the inaccuracy or incompleteness of any instructions issued by the Client, or as a result of any failure or delay in supplying any information, drawings, specifications or access required to enable the Supplier to proceed with the Contract.
- 8.3 The Charges for the Services shall be on a time and materials basis, and unless agreed otherwise in writing:
 - (a) the Charges shall be calculated in accordance with the Supplier's rates (including, where applicable, any overtime or out-of-hours rates);
 - (b) the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 8.4 Subject to condition 8.5, 8.6 and 8.9, and unless agreed otherwise in writing, the Client shall pay to the Supplier the Charges and the Price in pounds sterling in the following instalments: (i) 50% on placing the Order; and (ii) 50% on the day of delivery of the Goods and performance of the Services. If such delivery and Services occur on different dates, payment shall become due on the final day of performance of the Services (provided that the Services do not take longer than 2 days).
- 8.5 Notwithstanding the foregoing, in the event the Order amounts to £1,500 or less (exclusive of VAT), full payment of the Price and Charges is due on immediately on placing the Order.
- 8.6 In respect of Goods, the Supplier may, unless alternative arrangements have been agreed with the Client in writing, invoice the Client for the Price at any time after despatch of the

Goods. In respect of Services, the Supplier may invoice the Client for the Charges at such intervals as may be agreed with the Client in writing.

- 8.7 Time for payment shall be of the essence.
- 8.8 No payment shall be deemed to have been received until the Supplier has received the Price / Charges (as applicable) in full in cleared funds.
- 8.9 All payments payable to the Supplier under the Contract shall become due immediately on its termination despite any other provision.
- 8.10 The Client shall make all payments due under the Contract in full without any set-off, counterclaim, discount, abatement, deduction or withholding (except for any deduction or withholding required by law).
- 8.11 If the Client fails to pay the Supplier any sum due pursuant to the Contract, the Client shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of The Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.

9. Intellectual Property

The Client shall not use the Supplier's name, logo or any other identification marks for the purpose of advertising or publicity without the prior written consent of the Supplier.

10. Limitation of Liability

- 10.1 The Supplier does not attempt to exclude any liability:
 - (a) for fraud or fraudulent misrepresentation;
 - (b) for personal injury or death resulting from the Supplier's negligence; or
 - (c) in respect of any matter for which it would be illegal for the Supplier to exclude or to attempt to exclude its liability.
- 10.2 The limitations of liability set out in this Condition 10 set out the Supplier's entire liability, (howsoever caused, even if it results from the Supplier's negligence or breach of statutory duty) including, but without limitation, liability which arises out of or in connection with:
 - (a) any of the Goods;
 - (b) performance of the Services;
 - (c) the manufacture, sale or supply, or failure or delay in supply, of the Goods by the Supplier or on the part of the Supplier's employees, agents or sub-contractors;
 - (d) any breach by the Supplier of any of the express or implied terms of these Conditions or the Contract;
 - (e) any use made or resale by the Client of any of the Goods, or of any products incorporating any of the Goods; or
 - (f) any statement made or not made, or advice given or not given, by or on behalf of the Supplier.
- 10.3 The Supplier shall not be liable to the Client for any loss of profit, anticipated profit or business; economic loss; overhead recovery; anticipated savings; loss of data; loss of production; depletion of goodwill; or special, indirect or consequential loss or damage, or otherwise for any costs, expenses or other claims for consequential, compensation whatsoever.

10.4 Subject to Condition 10.1, the Supplier's total aggregate liability under or in connection with the Contract shall be limited to the aggregate sum of the Price and the Charges the Supplier has received under the Contract in respect of the defective Goods and Services.

10.5 Except as otherwise provided in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. Client Default and Termination of the Contract

11.1 The Supplier shall be entitled to terminate the Contract immediately upon the occurrence of any of the following:

- (a) the Client being in material breach of any of these Conditions and such breach not being capable of remedy;
- (b) the Client being in material breach of any of these Conditions and failing to remedy such breach within 10 Business Days of receipt of written notice specifying the breach and requiring it to be remedied;
- (c) the Client has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client;
- (d) the Client suffers the equivalent of any similar or analogous event in (c) above in any jurisdiction; or
- (e) a separate entity acquires Control of the Client, or the Client is merged with a separate entity. "Control" for the purposes of these Conditions and the Contract shall mean where an entity has 50% or more of the shares or stocks in the Client or is able to direct the Client's affairs and/or control the composition of the Client's board of directors or equivalent body.

11.2 Without prejudice to any of its other rights or remedies, the Supplier shall have the right to terminate the Contract without any liability to the Client if, in the reasonable opinion of the Supplier after an inspection into the Client's financial or trade status or in light of any report considered by the Supplier, the Supplier at its absolute sole discretion deems that the Client may not be able to pay the Price and/or the Charges.

12. Assignment

12.1 The Supplier may assign the Contract or any part of it to any person, firm or company.

12.2 The Client shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

13. Force Majeure

The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods to be supplied to the Client (without liability to the Client) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, governmental actions (including Brexit), war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 28 days, the Client shall be entitled to give notice in writing to the Supplier to terminate the Contract.

14. Dispute Resolution

- 14.1 Any dispute arising out of these Conditions or the Contract must first be referred to a senior executive of each party and they or their nominees shall meet in good faith in order to try to resolve the dispute.
- 14.2 If the dispute is not resolved under Condition 14.1, either party may (at such meeting or within 14 calendar days of its conclusion) refer the dispute to a mediator to be appointed by agreement between the parties. If the parties fail to make such appointment within 7 days of the referral to the senior executives, either party may ask CEDR to appoint a mediator.
- 14.3 If either party refuses at any time to participate in the mediation procedure set out at Condition 14.1, and in any event, if the dispute is not resolved within 30 days of the appointment of the mediator, then either party may apply to the Courts for resolution of the relevant dispute in accordance with Condition 16.9.

15. Notices

- 15.1 Notices under these Conditions shall be in writing and served by personal delivery, email (subject to Condition 15.2), or by pre-paid recorded delivery to such address as is last notified in writing by the parties.
- 15.2 Notices shall be deemed to be served on delivery where delivered personally; 1 day if sent by email and no message has been received as to the unsuccessful delivery of such email; or, 2 days after mailing if sent by pre-paid recorded delivery.

16. General

- 16.1 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.5 No variation or amendment to the Contract or these Conditions shall be binding unless agreed in writing by the Supplier.

- 16.6 Nothing in the Contract or these Conditions shall be construed as creating a partnership between the parties.
- 16.7 The Client acknowledges that the Supplier is acting as principal in sending a Quote and entering into a Contract and is not acting as agent for any other person.
- 16.8 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.9 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Subject to Condition 14, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).