

DAYLIGHT DELIVERY SYSTEMS LIMITED

TERMS & CONDITIONS OF SALE FOR CONSUMERS

These conditions apply only to Consumers who are individuals not acting for the purposes of their business or profession, and to all Orders for Goods or Services either at our premises, via telephone or online. All Orders for Goods or Services accepted by us will be subject to the following Terms & Conditions which will form part of and will govern the Contract of Sale ("Conditions"). No variations of these Conditions will be accepted unless agreed in writing by Daylight Delivery Systems Limited. We will not accept inclusion of any alternative terms and conditions by you which conflict with, alter or add to these Terms. Please ensure that you read these Conditions carefully and check that your order is correct and these Conditions are complete and accurate. If you think there is a mistake please contact Us.

1. DEFINITIONS

"Additional Charges" means the costs of carriage where applicable, any additional packaging, any taxes, duties or other charges levied by any Government or authority in respect of or by reason of the sale, delivery, export or import of the Goods, courier and messenger costs and any other additional charges payable by You in addition to the Price;

"Contract" means each contract for the sale and purchase of the Goods made in accordance with these Conditions;

"Delivery Address" means the point to which the Goods are to be delivered as set out in the Order Confirmation or as otherwise agreed between us in Writing or as advised by you via telephone;

"Goods" means the goods which We supply to you as set out in the Order Confirmation in accordance with these Conditions;

"Services" means services, such as installation and support provided by us to you as set out in the Order Confirmation in accordance with these Conditions;

"Order Confirmation" means our written acceptance of your order for the Goods and/or Services

"Price" means the price due from You, plus any Additional Charges, calculated in accordance with Condition 5;

"At a Distance" means goods/services purchased by telephone, mail order or online;

"We/Our/Us" means Daylight Delivery Systems Limited a company registered in England with company number 3938764 and registered office at 6 Corunna Court, Corunna Road, Warwick, CV34 5HQ;

"Our Materials" all materials, equipment, documents and other property of Ours

"Working Days" means a day from Monday to Friday 9.00am to 5.00pm other than a public or bank holiday in England;

"In Writing" and any similar expression, includes communications by post, facsimile transmission and email. These methods may also be referred to as a durable medium.

2. OUR CONTRACT WITH YOU

2.1 We shall sell the Goods and/or Services in accordance with Our Order Confirmation which is accepted by You or Your written or verbal order which is accepted by Us, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 The Order Confirmation will be binding on You unless there is an inadvertent discrepancy between the Goods or Services that You ordered and those detailed in the Order Confirmation. You should notify us as soon as You become aware of any such discrepancy.

2.3 These Conditions will become binding on You and Us when the order has been accepted per clause 2.1 or 2.2 at which point a contract will come into existence between You and Us.

2.4 We make every effort to supply the Goods as advertised but reserve the right to supply the Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer. Images of Goods are provided for illustrative purposes only; the actual Goods You receive may differ from the image displayed in brochures or on our website.

2.5 When You place an Order, You are undertaking to us that:

- 2.5.1** all details You provide to us for the purpose of purchasing Goods or Services are correct. In providing any advice to You with regard to the suitability of any Goods or materials for your specifications We shall rely upon the information that You provide to us. You must ensure the accuracy of any information You provide to us including any applicable design, drawing or specification and You must give us any necessary information relating to the Goods within sufficient time to enable us to perform the contract in accordance with these Terms, and
- 2.5.2** You have determined, by use of a suitably qualified person if necessary, that your intended structure is suitable for the installation of Goods supplied by us, and
- 2.5.3** the credit or debit card You use to make a purchase from us is your own card, that You are authorised to use it, and that there are sufficient funds or credit facilities to cover the cost of any Goods or Services You order from us.

3. SPECIFICATIONS

3.1 Please make sure your specifications and measurements are correct and accurate. If the Goods are to be manufactured or any process is to be applied to the Goods by us in accordance with a specification submitted by You, You shall indemnify us against all loss, damages, costs and expenses incurred by us in connection with any claim for infringement of any patent, copyright, design,

trade mark or other intellectual property rights. We give no warranty that any Goods based on the specification by You will be fit for their intended purpose. We cannot accept the return of made to measure Goods if the reason for the return is because you provided us with incorrect measurements or specifications. However, this will not affect your legal right as a consumer in relation to made to measure Goods that are faulty or not as described by reason of Our acts or omissions.

3.2 We may make any changes in the specification of the Goods and/or Services which are required to conform to any applicable statutory or EC requirements or which do not materially affect their quality or performance. We shall at our discretion pass on costs to You for such changes requested by You.

3.3 All drawings, designs, specifications and other information provided by us are confidential and all rights of copyright ownership and other intellectual property rights in respect of them shall remain vested in us and shall not pass You.

4. QUOTATIONS

4.1 Quotations in writing remain open for a period of 30 days from the date of the quotation unless some other period is specified in the quotation and shall not be subject to any retention by you unless specifically agreed by us in writing.

4.2 Published price lists shall not constitute offers by us and are subject to withdrawal at any time by us without prior notice.

4.3 Any acceptance of any quotation (verbal or in a durable medium) will constitute an offer by You to purchase the Goods and the Contract shall only be made when We issue the Order Confirmation, once we do so, there is a binding legal Contract between us. We reserve the right to obtain validation of your payment details before providing You with any Goods or Services, in accordance with Condition 6 and the Conditions shall be deemed to be incorporated into the Contract.

4.4 Quotations may be subject to site survey for which we may levy a charge at our discretion.

4.5 We reserve the right to withdraw or amend a quotation at any time before receipt of an unqualified order from You and each quotation shall be deemed withdrawn unless accepted within the period for acceptance stated on the quotation, or if no such period is stated, 30 days from the date of the quotation.

5. PRICE OF GOODS/SERVICES

5.1 The price of the Goods and/or Services shall be the price specified on our Order Confirmation or, if none, the price specified in our quotation or, if none, our published price list current at the date of supply of the Goods and/or Services shall apply.

5.2 We may vary the Price or Additional Charges of the Goods and/or Services at any time before delivery to reflect any change in the cost to us which is due to any factor beyond our control (including, without limitation, foreign exchange fluctuation, currency regulation, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by You, or any delay caused by any instructions from You or failure by You to give us adequate information or instructions.

5.3 All prices given by us are on an ex works basis and exclude VAT and other duties and You shall be liable to pay those duties and our charges for transport, packaging and insurance.

6. TERMS OF PAYMENT

6.1 Unless We have agreed otherwise in Writing all invoices must be paid by You in full at point of sale once your order has been accepted by us without any set off or other withholding. Time for payment of our invoices shall be of the essence of the Contract.

6.2 Our invoices are calculated by computer and nett invoice prices are calculated to two decimal places.

6.3 Payment for Goods to be delivered may be made by cash, bank transfer, cheque, debit or credit card (excluding American Express).

7. DELIVERY OF GOODS

7.1 Before we agree to deliver the Goods to you, you must provide us with an address for delivery along with all of the information which we will reasonably require to enable us to determine whether we will be able to deliver the Goods, the appropriate method of delivery and the cost to you of providing the delivery service. Unless otherwise agreed between the parties the Goods shall be deemed delivered when they are:

7.1.1 delivered to the Delivery Address by us, or our courier and Proof of Delivery signed for by a competent person (over 18); or

7.1.2 where we have agreed to make the Goods available for collection, when they are collected from our Premises and signed for by You or your representative.

7.2 Risk in the Goods shall pass to You in accordance with Condition 10.1.

7.3 Offers to supply Goods from stock or on or within a given time period are made subject to the availability of the Goods at a given time. Whilst every effort is made to meet collections, delivery arrangements or performance dates without undue delay, unless otherwise expressly stated, time is not of the essence for delivery or performance, but shall in any event be not more than 30 days after the day on which the contract is entered into. We will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.

7.4 If You cannot accept delivery, We may re-arrange delivery provided that We reserve the right to charge You for any delivery and storage costs incurred.

7.5 Upon delivery of the Goods, You will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is your responsibility to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, You should either note this on the Proof of Delivery or refuse delivery of the Goods and notify us of your action immediately.

7.6 We shall not be liable for discrepancies or damage evident on delivery where You accept delivery and sign the Proof of Delivery without amendment.

7.7 You may request a Proof of Delivery, provided that this request is made within 30 days of dispatch and We shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

7.8 For discrepancies or damage not evident on delivery, We will consider a claim by You in respect of loss or damage only if You:

7.8.1 give Written notice to us within 48 hours after delivery or part-delivery of the Goods; and

7.8.2 comply in all respects with our carrier's conditions of carriage for notifying claims for loss or damage in transit where the Goods are transported by our carrier.

7.9 We shall be entitled to make good any shortage or non-delivery of a consignment of the Goods.

7.10 Should You refuse to take delivery of the goods, We reserve the right to charge You any redelivery costs and storage costs incurred.

7.11 Delivery may be made in installments with prior agreement with us, at our discretion.

7.12 If there is no one at the address You have given to accept delivery of the Goods by signing for them, we or our courier will seek to agree an alternative delivery date, or agree for you to collect the Goods. We reserve the right to make an additional charge for re-delivery of the Goods and you will be informed of the amount at the time we arrange an alternative date.

8. CANCELLATION AND RETURN

Goods ordered at a Distance

8.1 If You have ordered Goods at a Distance you have the right to cancel your order without giving any reason any time up to 14 days ("cancellation period") from the later of: i) delivery of goods, ii) receipt of our terms and conditions for the goods

8.2 To exercise your right of cancellation, You must give a clear statement to us, ideally by hand, post, fax or email, to the address, fax number or email address shown at the bottom of this page, giving details of the Goods ordered and (where appropriate) details of their delivery. A cancellation form is provided with our Order Confirmation, but You are not obliged to use it.

8.3 If You exercise your right of cancellation after the Goods have been delivered to You, You will be responsible for returning the Goods to us at your own cost without delay and in any case within 14 days. We estimate the carriage cost to be at approximately £35 per Solatube system. The Goods must be returned to our warehouse address: SLL, 15a Stilebrook Road, Olney MK46 5EA.

8.4 You must take reasonable care to ensure the Goods to be returned are in re-saleable condition. If the goods are damaged, have been installed or have been unnecessarily handled or are damaged during return transit in a way that You could have foreseen (such as not being sent back in the same or similar packaging as sent to You, or insufficiently protected or sealed), we will assess what damage has been caused and if some or all of the goods are not in re-saleable condition those goods will be rejected and a proportionate part of the refund withheld.

8.5 Once We have received the Goods back or proof of return to Us of the goods, We will issue a refund to You within 14 days. Reimbursement shall include the original outbound basic delivery cost to you, but not enhanced delivery costs, such as timed or express delivery. We shall not be responsible for any undue delay in You providing us with bank or card details in order to make reimbursement.

8.6 If You do not return the Goods as required under Clause 8.4, we may charge you a sum not exceeding our direct costs of recovering the Goods.

8.7 You do not have the right to cancel the Contract if your order is for bespoke goods or items which have been personalised at your request. This clause does not affect your statutory rights.

8.8 If, at our discretion or by special agreement, We arrange for courier collection of Goods, this will normally take place between 9.00am and 5.30pm Monday to Friday and it is your responsibility to ensure that a representative will be present at the collection address when the courier arrives and to cover the cost for the courier service.

Installation ordered at a distance

8.9 If You have ordered services, such as installation, at a Distance you have the right to cancel your order without giving any reason any time up to 14 days ("cancellation period") from the later of: i) delivery of goods, ii) receipt of our terms and conditions for the goods

8.10 If You cancel your order once you have agreed an installation date, we reserve the right to apply cancellation charges according to the notice period given by you (as below) because we will incur costs which we cannot recover. In addition, we shall retain any amount paid for installation which has already begun or been completed.

Notice given by You prior to agreed installation date

	% refund of installation charge
5 full working days or more	100%
4 full working days	75%
3 full working days	50%
2 full working days	25%
1 full working day or less	0

8.11 We shall not be responsible for removing the goods or 'making good' following your cancellation of installation.

8.12 To exercise your right of cancellation, You must give a clear statement to us, ideally by hand, post, fax or email, to the address, fax number or email address shown at the bottom of this page, giving details of the services ordered and (where appropriate) details of their delivery. A cancellation form is provided with our Order Confirmation, but You are not obliged to use it.

Goods/services not ordered at a Distance or returned outside the cancellation period:

8.13 You do not have an automatic right to change your mind and cancel the contract where Goods/services have not been ordered at a Distance, or where the cancellation period has expired. This clause does not affect your statutory rights.

8.14 Goods We may at our discretion accept such Goods back; the Goods must be returned only with our prior written agreement and within 7 days of this written agreement. You must give a clear statement to us, ideally by hand, post, fax or email, to the address, fax number or email address shown at the bottom of this page, giving details of the Goods ordered and (where appropriate) details of delivery. The Goods must be delivered back to us at your own cost, with proof of purchase and be in the same condition that they were in at the time of purchase, ie: unopened, with the manufacturers' seals intact and in perfect re-saleable condition. The Goods must be returned to our warehouse address: SLL, 15a Stilebrook Road, Olney MK46 5EA.

8.15 Services For services, such as installation, we reserve the right to apply cancellation charges according to the notice period given by you (Section 8.10 above) because we will incur costs which we cannot recover. In addition, we shall retain any amount paid for installation which has already begun or been completed.

8.16 We shall not be responsible for removing the goods or 'making good' following your cancellation of installation.

8.17 We will be unable to accept back Goods that are bespoke or were especially ordered on your behalf. This clause does not affect your statutory rights.

8.18 If the goods are damaged, have been installed or have been unnecessarily handled or are damaged during return transit in a way that You could have foreseen (such as not being sent back in the same or similar packaging as sent to You, or insufficiently protected or sealed), we will assess what damage has been caused and if some or all of the goods are not in re-saleable condition those goods will be rejected and a proportionate part of the refund withheld.

8.19 Once We have received the Goods back We will issue You with a refund or credit note for the purchase price less reasonable costs incurred; all Goods returned in these circumstances will be subject to a 20% re-stocking fee.

8.20 Any Goods returned without our prior agreement or outside the 7 day agreement may be accepted for credit subject to our absolute discretion and shall be decided by us on a case-by-case basis. All Goods returned in these circumstances will be subject to a 30% re-stocking fee.

8.21 If goods have been ordered, but not yet delivered, and the order is cancelled outside the 14 day cancellation period, the cancellation will be subject to a £20 +VAT administration fee.

Provision of Services

8.21 We accept no liability for Products installed which have subsequently been altered or configured by persons other than ourselves or our agents.

8.22 Other than the express provisions set out in these Terms, all other terms and the implied terms or warranties relating to the supply of goods or services are excluded to the fullest extent permitted by English law.

8.23 We shall under no circumstances whatsoever be liable to You for any loss of profit, or any indirect or consequential loss arising as a result of goods that do not correspond with the Goods in the Order Confirmation, or have been Delivered to you by mistake.

9. YOUR RESPONSIBILITY ON DELIVERY

9.1 If You are not satisfied with the Goods, if they do not conform with your order, if they are damaged or faulty, if they are not of satisfactory quality or are otherwise defective You should reject them on delivery, or, if a defect is found within 30 days from date of purchase We will (subject to confirmation of the defect) replace or repair the Goods.

9.2 If You fail to give us notice of damaged or faulty Goods within 6 months of delivery You will be required to provide proof that the Goods were faulty at the time of delivery. This clause does not affect your statutory rights.

10. LIMIT OF RESPONSIBILITY AND PRODUCT WARRANTY

10.1 It shall be the responsibility of the You to:

10.1.1 carefully inspect and check the Goods as stated in clause 9.

10.1.2 take all steps which are reasonably practicable to mitigate any loss in respect of any Goods which are defective and we shall not be responsible for any loss which would have been avoided if such steps had been taken.

10.2 In the event of any claim being made under this Condition 10 by You, You shall give us reasonable opportunity to inspect the Goods in the same condition as they were at delivery after discovery of the defect with us to be the sole arbiter as to whether the Goods are defective and liability will not be accepted unless this procedure is followed.

10.3 We shall not be liable for breach of warranty under Condition 10.4 if:

10.3.1 You make any further use of the Goods after giving notice under Condition 10.4; or

10.3.2 You alter or repair the Goods without the written consent of us; or

10.3.3 the defect arises after the Goods have been installed, erected, subjected to any process or processes or otherwise used by You or others beyond our control in the manner contrary to our recommendation, or to good practice.

10.4 We will repair or replace (at Our absolute discretion) Solatube Daylighting System Components (excluding electrical options) found by us to be faulty or defective within a period of 10 years from the date of sale, but strictly subject to such faulty Products being returned to us. Where products are replaced the warranty period runs from date of sale of the original Products. Solatube electrical components have a similar warranty, but only for a period of 5 years from the date of sale unless otherwise stated. Non-Solatube branded or bespoke products are subject to the manufacturer's warranty. Solatube Daylighting System components consist of roof domes, roof flashing bases onto which the dome is fastened, diffusers and diffuser ceiling mountings, reflective tubing, plastic, rubber or metal seals, gaskets, tapes and fasteners. These warranties are subject to You completing and returning our warranty card or website warranty form promptly after purchase. Statutory rights are not affected.

10.5 To the extent permitted by law we disclaim all other warranties with regards to the Products either expressed or implied including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

10.6 Daylight Delivery Systems Limited is not responsible for nor does this warranty apply to:

- Labour or installation of the products
- Product or performance defects as a result of installation not in accordance with Daylight Delivery Systems Limited's installation instructions
- Defects or damages arising out of shipment by common carriers, private transportation or other means of transportation
- Defects or damages arising out of improper handling or cleaning, accidents, acts of God, intentional acts, misuse or abuse, or any other circumstances beyond the control of Daylight Delivery Systems Limited
- Condensation or any water damage resulting from condensation
- Products subject to stress resulting from (i) localized application of heat, (ii) movement of building and/or building components, or (iii) expansion or contraction of framing members
- Accessories, flashing or other installation materials manufactured or sold by persons other than Daylight Delivery Systems Limited

As a consumer, you have legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

11. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 Nothing in these Conditions shall limit or exclude Our liability for:

- Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by Section 8 of the Supply of Goods (Implied Terms) Act 1973 as amended (title and quiet possession);
- Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- defective products under the Consumer Protection Act 1987.
- breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (descriptions, satisfactory quality, fitness for purpose and samples).

11.2 Subject to clause 11.1, We shall under no circumstances whatsoever be liable to the You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.3 Except as set out 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.

11.4 this clause 11 shall survive the termination of the Contract.

11.5 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or retail purpose and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

12. DATA PROTECTION

By placing your order, You allow us to use your personal details for the purpose of supplying the Goods (including passing your

details on to our employees/agents) and for our own marketing initiatives in order to inform you of special offers and incentives. Please contact Daylight Delivery Systems Limited if you do not wish to receive such initiatives. We may share your information within our company network for purposes connected to or relating to the fulfillment of your order or for other internal accounting or compliance purposes. We will not use your details for any other purpose without seeking your prior consent.

13. FORCE MAJEURE

For the purposes of this Contract, **Force Majeure** Event means an event beyond the reasonable control of Us including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

We shall not be liable to You as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

If the Force Majeure Event prevents US from providing any of the Services and/or Goods for more than 12 weeks, We shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to You.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us

14.2 You acknowledge that, in respect of any third party Intellectual Property rights in the services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

14.3 All Our Materials are the exclusive property of Us.

15. MISCELLANEOUS

15.1 A person who is not a party to the Contract has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is unavailable apart from that Act.

15.2 The validity, construction, and performance of the Contract shall be governed by the Laws of England and Wales and the parties irrevocably agree that any dispute arising in respect of the Contract or its subject matter shall be within the exclusive jurisdiction of the English Courts.

15.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing to that other party at its registered office or principal place of business or such other address as may have been notified in Writing to the other party at the relevant time pursuant to this provision to the party giving the notice. Notices sent by first class delivery mail shall be deemed to have been served on the next Working Day after posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom. Any notice delivered personally or sent by fax or e-mail shall be deemed served at the time of personal delivery or transmission, provided the same occurs on a Working Day. To prove service it shall be sufficient to show that the fax or email was transmitted to the fax or email address of the other party or that the envelope containing the notice was properly addressed and posted.

15.4 The headings of these Conditions are for ease of reference only and do not affect their construction and nor do they limit their scope.

15.5 The singular, where appropriate includes the plural and vice versa.

15.6 If any provision of these Conditions is held by any competent authority to be valid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.7 No waiver by us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.8 The Contract constitutes the entire agreement between the parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms and conditions expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

15.9 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind another party in any way.

15.10 Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

15.11 We reserve the right to amend these Conditions without prior notice. In any future dealings with us, You will be bound by any amended Conditions upon receipt of a copy of the same.