

weinsulate.co.uk limited Terms and Conditions for the Supply of Goods and / or Services to Customers

1. These terms and conditions shall apply to all Goods and Services supplied by weinsulate.co.uk limited.

1.1 Interpretation Definitions. In these Conditions, the following definitions apply:

Business Day	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
Commencement Date	has the meaning set out in clause 2.2;
Conditions	these terms and conditions as amended from time to time in accordance with clause 16.8;
Consumer	a Customer that is a natural person who is entering into this Agreement for purposes outside of his/her trade, business or profession;
Contract	the contract between weinsulate.co.uk limited and the Customer for the supply of Goods and/or Services in accordance with these Conditions;
Customer	the person or firm who purchases the Goods and / or Services from weinsulate.co.uk limited , including all Consumers;
Deliverables	the deliverables (if any) set out in the Order;
Delivery Location	has the meaning set out in clause 4.1;
ECO	means the statutory scheme established by The Electricity and Gas (Energy Company Obligation Order 2012 (‘the ECO Order’) under which certain energy suppliers will be required to deliver energy efficiency measures to domestic households. Further information about ECO is available on the Ofgem and DECC websites;
Force Majeure Event	has the meaning given to it in clause 16.1.1;

Goods	the goods (or any part of them) set out in the Order;
Goods Specification	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and weinsulate.co.uk limited.
Green Deal Framework	means the scheme operated by the Department of Energy and Climate Change, as governed by the Green Deal Framework Regulations of 2012(as may be amended from time to time);
weinsulate.co.uk limited	weinsulate.co.uk limited company specified in the Order as the supplier of Goods and / or Services;
weinsulate.co.uk limited Materials	has the meaning set out in clause 8.1.7;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know- how and trade secrets) British Board of Agrément Certificates, Irish Board of Agrément Certificates and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Order	the written order specifying the Goods and Services to be delivered including any applicable terms as may be set out in a quotation, specification, work schedule or other written document and, where applicable, shall include a Green Deal Plan;
Services	the services, including the Deliverables, supplied by weinsulate.co.uk limited to the Customer as set out in the Order.

1.2 Construction. In these Conditions, the following rules apply :

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision

as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes and e-mails.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when weinsulate.co.uk limited issues written acceptance of the Order, or when the Customer returns a signed acceptance form to weinsulate.co.uk limited, at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract may be subject to a site visit before acceptance of the same.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of weinsulate.co.uk limited which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter or advertising issued by weinsulate.co.uk limited and any descriptions of the Goods or illustrations or descriptions of the Services contained in weinsulate.co.uk limited catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 Any quotation given by weinsulate.co.uk limited shall not constitute an offer, and is only valid for a period of 3 months from its date of issue unless stated otherwise in the Order.

2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

3.1 The Goods are described in the Order.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify weinsulate.co.uk limited against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by weinsulate.co.uk limited in connection with any claim made against weinsulate.co.uk limited for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with weinsulate.co.uk limited use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 Any deviation from the Goods Specification proposed by the Customer must be agreed in writing by weinsulate.co.uk limited. weinsulate.co.uk limited reserves the right to amend any Goods Specification without prior notice to the Customer..

3.4 All quantities of Goods recommended by weinsulate.co.uk limited are offered in good faith. No responsibility will be accepted by weinsulate.co.uk limited for excess or shortages of Goods ordered.

4. Delivery of Goods

4.1 weinsulate.co.uk limited shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at a time agreed by the parties after weinsulate.co.uk limited notifies the Customer that the Goods are ready or as soon as practicable thereafter. In the event that the parties agree that the Deliver Location shall be weinsulate.co.uk limited premises at Silverbirch, Gower Road, Weybridge, Surrey, KT13 0HA or such other location as may be advised by weinsulate.co.uk limited before delivery, then the Customer shall collect the Goods within three Business Days of weinsulate.co.uk limited notifying the Customer that the Goods are ready.

4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. weinsulate.co.uk limited shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide weinsulate.co.uk limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If weinsulate.co.uk limited fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. weinsulate.co.uk limited shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide weinsulate.co.uk limited with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.5 If the Customer fails to accept or take delivery of the Goods within 10 Business Days of weinsulate.co.uk limited notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by weinsulate.co.uk limited failure to comply with its obligations under the Contract in respect of the Goods:

4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the 11th Business Day following the day on which weinsulate.co.uk limited notified the Customer that the Goods were ready; and

4.5.2 weinsulate.co.uk limited shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If 15 Business Days after weinsulate.co.uk limited notified the Customer that the Goods were ready for delivery the Customer has not accepted or taken delivery of them, weinsulate.co.uk limited may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 The Customer shall not be entitled to reject the Goods if weinsulate.co.uk limited delivers up to and including 10 per cent more or less than the quantity of Goods ordered.

4.8 weinsulate.co.uk limited may deliver the Goods by instalments, which shall be invoiced and paid separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 weinsulate.co.uk limited warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:

5.1.1 conform in all material respects with the Order or any other guarantee provided by weinsulate.co.uk limited;

5.1.2 be free from material defects in design, material and workmanship at the point of delivery; and

5.1.3 where weinsulate.co.uk limited performs the Services and installs / uses the Goods, the Goods will be free from defects in material and workmanship for a period of three months from delivery, provided they are installed in accordance with manufacturer’s recommendations and used for their intended purpose.

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing during the Warranty Period within 7 days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 weinsulate.co.uk limited is given a reasonable opportunity of examining such Goods; and

5.2.3 At no time should an installation be removed before it has been inspected by weinsulate.co.uk limited. Removal of an installation from the job site will void any warranty; and

5.2.4 the Customer (if asked to do so by weinsulate.co.uk limited) returns such Goods to weinsulate.co.uk limited place of business. If, upon weinsulate.co.uk limited investigation it is found that the Goods are materially defective then weinsulate.co.uk limited shall fully refund the Customer with reasonably incurred transport costs in returning such Goods; weinsulate.co.uk limited shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 weinsulate.co.uk limited shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow Insta's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

5.3.3 the defect arises as a result of weinsulate.co.uk limited following any drawing, design or Goods Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Goods without the written consent of weinsulate.co.uk limited;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

5.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, weinsulate.co.uk limited shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by In weinsulate.co.uk limited under clause 5.2.

5.6 Goods and/or Services provided by weinsulate.co.uk limited may come with:

5.6.1 a relevant industry sector agency guarantee; and/or

5.6.2 a separate manufacturer's warranty. The Customer is responsible for checking whether a separate warranty applies to the Goods installed and maintaining any such warranty with the manufacturer directly.

5.7 If a Customer wishes to return non-defective Goods then it must notify weinsulate.co.uk limited in writing. In the event that weinsulate.co.uk limited agrees in writing to accept a return of such Goods:

5.7.1 the Goods must be returned at the Customer's cost to weinsulate.co.uk limited place of business or such other address as notified to the Customer;

5.7.2 the Customer must notify weinsulate.co.uk limited in writing when Goods will be returned prior to dispatch;

5.7.3 the Customer shall be liable for insurance of the Goods whilst under the control of the Customer;

5.7.4 a 25% re-stocking fee shall be charged to the Customer and shall be deducted from the final credit note issued to the Customer;

5.7.5 the returned Goods shall be subject to weinsulate.co.uk limited quality control inspection. Any shortfall in quantities or damaged / faulty goods will be advised to the Customer and will not be credited; and

5.7.6 all Goods are to be returned in full boxed quantities. Single items that are usually boxed in quantities will not be accepted by weinsulate.co.uk limited

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until weinsulate.co.uk limited has received payment in full (in cash or cleared funds) for:

6.2.1 the Goods; and

6.2.2 any other goods that weinsulate.co.uk limited has supplied to the Customer in respect of which payment has become due. Clauses 6.3 and 6.4 below do not apply to Consumers:

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3. 1 hold the Goods on a fiduciary basis as weinsulate.co.uk limited bailee;

6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as weinsulate.co.uk limited property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on weinsulate.co.uk limited behalf from the date of delivery;

6.3.5 notify weinsulate.co.uk limited immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.12; and

6.3.6 give weinsulate.co.uk limited such information relating to the Goods as weinsulate.co.uk limited may require from time to time, but the Customer may use the Goods in the ordinary course of its business but may not resell them without written approval from weinsulate.co.uk limited.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.12, or weinsulate.co.uk limited reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy weinsulate.co.uk limited may have, weinsulate.co.uk limited may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. weinsulate.co.uk limited obligations

7.1 weinsulate.co.uk limited shall provide the Goods and Services to the Customer in accordance with the Order in all material respects.

7.2 weinsulate.co.uk limited shall use all reasonable endeavours to meet any performance dates for the Services specified by weinsulate.co.uk limited to the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 weinsulate.co.uk limited shall have the right to make any changes to the Goods or 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 Goods or Services, and weinsulate.co.uk limited shall notify the Customer in any such event.

7.4 weinsulate.co.uk limited warrants to the Customer that the Services will be provided using reasonable care and skill. weinsulate.co.uk limited shall be entitled to subcontract any part of its performance under the Agreement but shall be liable for the acts and omissions of its subcontractors.

7.5 To the extent that any Goods or Services are supplied

7.5.1 under the Green Deal Framework and / or the ECO, the terms at Schedule 1 to these

Conditions shall apply;

7.5.2 by Coustic, the terms of Schedule 2 to these Conditions shall apply; and

7.5.3 by Heat, the terms of Schedule 3 to these Conditions shall apply.

8. Customer's obligations

8.1 The Customer shall:

8.1.1 ensure that the terms of the Order and (if submitted by the Customer) the Goods Specifications are complete and accurate;

8.1.2 co-operate with weinsulate.co.uk limited in all matters relating to the Services;

8.1.3 provide weinsulate.co.uk limited, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by weinsulate.co.uk limited to provide the Services;

8.1.4 provide weinsulate.co.uk limited, its employees, agents, consultants and subcontractors with Such information and materials as weinsulate.co.uk limited may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

8.1.5 prepare the Customer's premises for the supply of the Services if appropriate;

8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

8.1.7 keep and maintain all materials, equipment, documents and other property of weinsulate.co.uk limited (Materials) at the Customer's premises in safe custody at its own risk, maintain weinsulate.co.uk limited Materials in good condition until returned to weinsulate.co.uk limited, and not dispose of or use weinsulate.co.uk limited Materials other than in accordance with weinsulate.co.uk limited written instructions or authorisation.

8.2 If weinsulate.co.uk limited performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

8.2.1 weinsulate.co.uk limited shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays weinsulate.co.uk limited performance of any of its obligations;

8.2.2 weinsulate.co.uk limited shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from weinsulate.co.uk limited failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer shall reimburse weinsulate.co.uk limited on written demand for any costs or losses sustained or incurred by arising directly or indirectly from the Customer

9. Default.

9. Charges and payment weinsulate.co.uk limited

9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Insta's published price list as at the date of delivery. Unless stated to the contrary in an Order, the price shall be inclusive of all costs and charges of packaging, insurance and transport of the Goods.

9.2 The charges for Services shall be as specified in the Order:

9.2.1 if no price is quoted in the Order the charges set out in the most recent written notification by weinsulate.co.uk limited to the Customer at the date of delivery shall apply;

9.2.2 weinsulate.co.uk limited shall be entitled to charge an overtime rate of 150 per cent of the Standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours of 8.00am – 5pm Monday to Friday (excluding bank holidays); and

9.2.3 Instant shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Instagram engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by for the performance of the Services, and for the cost of any materials.

9.3 Except in the case of one-off provision of Goods and/ or Services, weinsulate.co.uk limited reserves the right to:

9.3.1 increase its charges for the Services, provided that weinsulate.co.uk limited gives the Customer written notice of any such increase 1 month before the proposed date of the increase; and

9.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to weinsulate.co.uk limited that is due to:

(a) any factor beyond the control of weinsulate.co.uk limited (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other logistical or manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods

ordered, or the Goods Specification; or

(c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give weinsulate.co.uk limited adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods and Services, weinsulate.co.uk limited shall invoice the Customer on or at any time after completion of delivery of Goods or Completion of Services subject to an agreed credit limit and account terms having been set up. In all other cases payment is required either on a pro forma basis or on completion of delivery of Goods or completion of the Services.

9.5 The Customer shall pay each invoice submitted by weinsulate.co.uk limited

9.5.1 within the agreed credit terms and/or number of days stated on the invoice; and

9.5.2 in full and in cleared funds to a bank account nominated in writing by weinsulate.co.uk limited or

9.5.3 in cash; or

9.5.4 in accordance with an Order or payment plan agreed in writing with weinsulate.co.uk limited, and time for payment shall be of the essence of the Contract. For the avoidance of doubt, except in the case of cash, payment shall only be considered as received by weinsulate.co.uk limited once the funds have cleared weinsulate.co.uk limited nominated bank account

9.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VATpurposes is made under the Contract by weinsulate.co.uk limited to the Customer, the Customer shall, on receipt of a valid VAT invoice from weinsulate.co.uk limited, pay to weinsulate.co.uk limited such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.7 Without limiting any other right or remedy of weinsulate.co.uk limited, if the Customer fails to make any payment due to weinsulate.co.uk limited under the Contract by the due date for payment (Due Date), weinsulate.co.uk limited shall have the right to charge interest on the overdue amount at the rate of 8% per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

9.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against weinsulate.co.uk limited in order to justify withholding payment of any such amount in whole or in part. weinsulate.co.uk limited may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by weinsulate.co.uk limited to the Customer.

10. **Intellectual property rights**

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by weinsulate.co.uk limited.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on weinsulate.co.uk limited obtaining a written licence from the relevant licensor on such terms as will entitle weinsulate.co.uk limited to license such rights to the Customer.

10.3 All weinsulate.co.uk limited Materials are the exclusive property of weinsulate.co.uk limited.

11. Data Protection

11.1 weinsulate.co.uk limited undertakes that it will comply, and will cause its employees, agents and sub-contractors to comply, with the Data Protection Act 1998 and all applicable data protection laws in connection with the performance of its obligations under these Conditions.

11.2 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be provided to weinsulate.co.uk limited employees, agents, subcontractors and credit reference agencies, and personal data will be processed by and on behalf of weinsulate.co.uk limited insofar as necessary for the provision of Goods and / or Services.

11.3 The Customer acknowledges and agrees that weinsulate.co.uk limited may be required to pass on personal data to third parties as a condition of funding schemes through which Goods and / or Services are supplied.

11.4 weinsulate.co.uk limited and its agents may use Customer personal data to:

11.4.1 identify the Customer when they contact weinsulate.co.uk limited;

11.4.2 offer the Customer accounts, services and products from weinsulate.co.uk limited, its group companies or partners from time to time. weinsulate.co.uk limited may do this using an automatic scoring system which also uses information about the Customer from third party agencies, including credit reference agencies;

11.4.3 help administer, and contact the Customer about improved administration, of any accounts, services and products weinsulate.co.uk limited have provided before, now or in the future;

11.4.4 help sell weinsulate.co.uk limited businesses

11.4.5 help train weinsulate.co.uk limited staff;

11.4.6 create statistics, test computer systems, analyse customer information, and create marketing opportunities; and

11.4.7 help to prevent and detect fraud or loss.

11.5 weinsulate.co.uk limited may allow other people and organisations to use Customer information It holds:

11.5.1 to provide the Goods and / or Services ;

11.5.2 to help prevent and detect debt, fraud, or loss. If the Customer does not pay its debt, weinsulate.co.uk limited may transfer the debt to another organisation and provide them with Customer and debt information.

11.5.3 if weinsulate.co.uk limited has been legitimately asked to provide such information for legal or regulatory purposes or as part of current or future legal action;

11.5.4 as part of government data-sharing initiatives;

11.6 weinsulate.co.uk limited will use reasonable effort to ensure sufficient protections are in place to safeguard personal information.

12. Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or; subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12 shall survive termination of the Contract.

13. **Limitation of liability**

13.1 Nothing in these Conditions shall limit or exclude weinsulate.co.uk limited liability for:

13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

13.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

13.1.5 defective products under the Consumer Protection Act 1987.

13.2 Subject to clause 13.1:

13.2.1 weinsulate.co.uk limited shall under no circumstances whatever be liable to the Customer, 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

13.2.2 weinsulate.co.uk limited total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 120% of the Contract value.

13.3 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.

13.4 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach;

14.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or 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 (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

14.1.3 the other 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;

14.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

14.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;

14.1.6 a creditor or encumbrancer of the other 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;

14.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

14.1.8 a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

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

14.1.10 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 in clause 14.1.2 to clause 14.1.9 (inclusive);

14.1.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

14.1.12 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14.2 Without limiting its other rights or remedies, weinsulate.co.uk limited may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 A Consumer shall be entitled to cancel the Order, without liability to, weinsulate.co.uk limited provided that such cancellation is notified by the Consumer to weinsulate.co.uk limited in writing delivered personally or by recorded delivery within 7 days of the date on which the Order was made. Notice of cancellation is deemed to have been served as soon as it is posted.

14.4 Without limiting its other rights or remedies, weinsulate.co.uk limited shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and weinsulate.co.uk limited if:

14.4.1 the Customer fails to make payment of any amount due under this Contract on the due date for payment; or

14.4.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.12, or weinsulate.co.uk limited reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination. On termination of the Contract for any reason:

15.1.1 the Customer shall immediately pay to Insta all of Insta's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, weinsulate.co.uk limited shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.1.2 the Customer shall return all of weinsulate.co.uk limited Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, thenweinsulate.co.uk limited may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

15.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

15.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. General

16.1 Force majeure:

16.1.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of weinsulate.co.uk limited 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, withdrawal of funding by a utility service or the government or default of Instas or subcontractors.

16.1.2 weinsulate.co.uk limited shall not be liable to the Customer as a result of any delay or failure to

perform its obligations under this Contract as a result of a Force Majeure Event.

16.1.3 If the Force Majeure Event prevents weinsulate.co.uk Limited from providing any of the Services and/or Goods for more than 4 weeks, weinsulate.co.uk limited shall, without limiting its other rights, or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16.2 Assignment and subcontracting:

16.2.1 weinsulate.co.uk limited may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

16.2.2 The Customer shall not, without the prior written consent of weinsulate.co.uk limited, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.3 Notices:

16.3.1 Except notice to cancel by the Consumer which must be given in accordance with clause 14.3, any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

16.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

16.3.3 This clause 16.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt notice given under this Contract shall be validly served if sent by e-mail.

16.4 Waiver and cumulative remedies:

6.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

16.5 Severance:

16.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Effective Date: 01/03/2022 Date of Last Revision: 01/04/2026