

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

This Agreement contains the terms and conditions that govern the supply of Goods and Services (as defined below) and is entered into by and between Helix Property Solutions Ltd, whose principal place of business is at The Gamekeepers, Tunworth Road, Basingstoke, Hampshire, RG25 2LU (“**Helix**”, “**We**” or “**Us**”) and you, the Customer, identified on the corresponding Invoice (as defined below) referencing this Agreement (“**Customer**”, “**You**” or “**Your**”). Helix and Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**”.

This Agreement is effective, and You agree to be bound by its terms when You either first receive delivery of Goods or Services or You make payment of the deposit as specified on the Invoice, as described further below in section 5.

1. Definitions

“**Documentation**” means any technical publications relating to the Goods and/or Services published or provided to You by Helix or may accompany the Goods directly from the manufacturer.

“**Goods**” means any materials or equipment supplied as part of the offering under this Agreement.

“**Invoice**” means a Helix invoice or order describing the Goods and/or Services to be provided to You under this Agreement.

“**Services**” means the building or installation of the Goods as part of the offering under this Agreement.

2. Goods

2.1 Upon receipt of the required deposit, Helix, or an appointed third party, shall arrange delivery of the Goods to You and agree a commencement date with You. All delivery dates and times shall be approximate only and Helix shall not be responsible for any Goods delayed by manufacturers or suppliers.

2.2 If any Goods are damaged or faulty at the time of delivery, You agree to notify Helix as soon as reasonably practicable and provide photographic evidence (if requested). Helix shall, at its sole discretion and as Your sole remedy either: (i) repair any damaged Goods; (ii) deliver any missing parts; or (iii) provide a replacement.

2.3 Except for damaged or faulty Goods under which section 2.2 above shall apply, Goods may only be returned if they are returned to Helix within 7 days of delivery; in an unopened original packaging state and all returns will be subject to a 20% restocking charge, unless otherwise agreed in writing between the Parties.

2.4 If You provide measurements to Us, You are responsible for ensuring the correct configuration for specification. In addition, You accept that Helix shall not have any responsibility for any Goods not suitable for installation by You or anyone else.

2.5 Except in the event of damage or fault, You acknowledge and accept that any bespoke Goods, including but not limited to, kitchen furniture, bathroom furniture and shower glass and worktops, ordered under this Agreement are non-refundable and non-returnable.

3. Services

3.1 Upon receipt of the required deposit, Helix shall agree a commencement date with You for the Services as detailed in the Invoice and agrees that the Services shall be completed within a reasonable period of time.

3.2 Helix shall not be obliged to carry out any work not specified in the Invoice or other document referencing this Agreement.

3.3 You accept that Helix will not provide any guarantee or warranty regarding the removal and/or reuse of existing goods, including but not limited to, floor tiles, taps, roof tiles and any estimation given by Helix regarding reusable goods shall be approximate only and You accept that additional charges may apply. If any items are damaged upon removal, Helix shall not be held responsible or liable.

4. Design and Drawings and Commencement

4.1 Any drawings or designs provided by Helix are for illustrative purposes only and Customer understands and acknowledges that in some instances, a technical site survey is recommended in order for Helix to confirm and clarify measurements and specifications. Helix will carry out a technical site survey and confirm any changes that may be needed in order to provide the Goods and complete the Services.

4.2 Upon acceptance of a design where Helix are providing the Services, Helix will carry out a technical site survey and confirm any changes that may be needed in order to provide and complete the Services. This may include, but shall not be limited to, adaptations to existing water, gas and electrical supplies. Helix shall use all reasonable endeavours to inform You as soon as practicable of any such adaptations You understand and acknowledge that additional charges may be necessary. In any event, Helix shall notify You of any changes as soon as reasonably practicable and a revised quote and both Parties shall agree in writing such changes, including additional charges.

4.3 You understand and acknowledge the commencement dates and completion dates are estimates only and completion may take longer than originally anticipated.

4.4 You acknowledge and understand that due to the nature of materials and production processes, product dimensions may vary within a tolerance of +/- 10 mm.

5. Fees & Payment

5.1 Unless otherwise agreed between the Parties, You agree to pay in the following manner: Goods and Services – 30% deposit, 50% upon commencement of work and the remaining balance upon completion.

All fees are due and payable within seven (7) days of the date of Invoice. In the event You dispute any invoiced fees, You will provide written notice of the disputed amount within 5 days after date of Invoice and timely pay any undisputed portion of the Invoice. The Parties agree to co-operate in good faith to resolve any disputed invoice within 7 days of notice of dispute. All amounts payable by You under this Agreement will be made without setoff, deduction or withholding. Late payment will bear interest at the rate of 4% per annum above the base-lending rate of the high street banks in England or the maximum rate allowed by law.

5.2 All prices are exclusive of taxes (including, but not limited to VAT, export and import fees and customs duties) for which You shall be responsible.

6. Warranty and Disclaimer

6.1 With regards to Services only, Helix warrants that the Services shall be provided in a professional and workmanlike manner. If, through no fault or delay by You, the Services do not conform to this warranty and You notify Helix within fourteen (14) days of Helix's delivery of the Services, Helix may, at its own discretion and as Your sole remedy, re-perform the non-conforming portions of the Services at no cost to You. This warranty is in addition to Your statutory rights. Subject to payment of the fees under this Agreement, Helix agrees unless otherwise stated

to provide a warranty equal to that quoted for Goods.

6.2 With regards to Goods only and subject to payment of the relevant fees, Helix warrants that the Goods will be of satisfactory quality within the meaning of the Sales of Goods Act 1979, be reasonably fit for purpose for which the Goods are being purchased. In addition, Helix agrees to transfer any warranty, as provided, by the respective manufacturer for the Goods. This warranty shall not apply if the Goods are not used in accordance with this Agreement or for the purpose intended; or the Goods and/or Services have been modified or installed by anyone other than Helix. A breach of the above warranty by Helix (including its suppliers) shall be limited to repair or replacement of such Goods.

6.3 The above warranty is in addition to, and does not affect, your statutory rights.

7. Cancellation and Termination

7.1 Unless otherwise agreed in writing, Helix requires a minimum of 8 weeks' notice written cancellation for the supply of Goods and/or Services and payment of a 15% administration charge of the total fees due shall be invoiced. For any Goods and/or Services cancelled with less than 4 weeks written notice, You agree to pay a 25% administration charge of the total fees due. Any such fees shall be paid in accordance with section 5 above.

7.2 Helix shall be entitled to terminate this Agreement and all works shall cease immediately in the event of failure to make payment in accordance with section 5 above, however You shall remain liable for all costs due and payable up to the date of termination.

8. Limitations of Liability

8.1 Nothing in this Agreement will limit or exclude Helix's liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by its negligence; or (iii) gross negligence or willful misconduct.

8.2 Subject always to Clause 8.1 above, Helix shall not be liable for: (i) loss of profits or revenue; (ii) loss or damage to business or reputation; (iii) loss of anticipated savings; (iv) loss of or damage to goodwill; (v) cost of procuring substitute goods or services; or (vi) any indirect, special or consequential loss or damage, and for the purposes of this clause, the term “loss” includes partial loss or reductions in value as well as complete or total loss.

8.3 To the maximum extent permitted by applicable law, Helix's total liability and that of its officers, employees, agents, suppliers or licensors, arising under or in connection with this Agreement shall be limited to the fees paid by You to Helix for the specific Goods and/or Services giving rise to the claim in the twelve (12) months preceding the event first giving rise to the claim under this Agreement.

9. General

9.1 We may from time to time collect personal data supplied by You in the course of ordering, registering or using Goods or Services, for example names and contact details (including contact names, geographic addresses, email addresses and telephone numbers). Helix shall process Your

personal data in accordance with the Helix Privacy Policy available via the Helix website.

9.2 Unless otherwise agreed You consent to Helix erecting an advertising board at your property for the duration of the Services.

9.3 You agree to provide Helix with enough clear space in order to perform the Services and/or store the Goods as well as (where required) place a skip and use all reasonable endeavours to ensure uninterrupted access to the property, where possible, in order for Helix to store the Goods, perform and complete the Services in a timely manner.

9.4 If any part of this Agreement is held to be invalid or unenforceable under applicable law, it

shall be omitted from the Agreement without invalidating the remainder of the Agreement.

9.5 You may not assign or transfer any or all of Your rights or obligations under this Agreement without Helix's prior written consent.

9.6 A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of subsequent breach or default.

9.7 The Parties do not intend the Contract (Rights of Third Parties) Act 1999 to apply to this Agreement and its operation is hereby expressly excluded.

9.8 All notices given by one Party to the other shall be in writing and will be effective upon delivery

when delivered via special delivery or when sent to You by email using the email on record for You.

9.9 Helix shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

9.10 This Agreement, together with any Invoice, contains the entire agreement between the Parties and supersedes and cancels any other agreements, whether oral or written.

9.11 All obligations to make payment shall survive termination or expiration of this Agreement for whatever reason.

9.12 This Agreement shall be governed by the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English courts.

Accepted by:

Helix Property Solutions Limited:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Customer:

Signature: _____

Print Name: _____

Title: _____

Date: _____

NOTES: