

ACCOUNT APPLICATION FORM

TILEASY LTD, UNIT 14 DAKOTA BUSINESS PARK, DOWNLEY ROAD, HAVANT,
HAMPSHIRE, PO9 2NJ

TEL: 02392 455050 FAX: 02392 455070

EMAIL: sales@tileasy.com

ACCOUNTS EMAIL: finance@tileasy.com



COMPANY INFORMATION

Trading Name		Number of years trading	
Description of Business Activities			
Legal Status: Sole Trader / Limited Company / Partnership / Other please state:			
Are you a member of a buying group? Yes/No		If so, please specify:	
Registered Office (If Ltd Company)		Trading Address	
Post Code		Post Code	
Telephone		Telephone	
Fax Number		Fax Number	
Email		Email	
Accounts Name			

Telephone	Email	Fax
Company Registration Number		VAT Registered Number

Is Credit Required? If yes, credit limit sought

CONTACT INFORMATION

Full Names of Directors / Partners

Private Addresses of Partners / Sole Trader

BANK DETAILS			
Bank Name _____			
Bank Address _____			
Account Number		Sort Code	
TRADE REFERENCES			
Name _____		Name _____	
Address _____		Address _____	
Post Code		Post Code	
Contact Name		Contact Name	
Telephone		Telephone	
Fax		Fax	
Email		Email	

Please note that goods are supplied subject to our standard Terms and Conditions, a copy of which is attached to this Application Form.

Please notify Tileasy Ltd should the information on this form alter in any way.

I confirm that the information on this form is correct and that goods supplied by Tileasy Ltd are subject to their Terms and Conditions.

Signed		Title	
Print Name		Date	

(Application Form Final)

TILEASY LIMITED

TERMS AND CONDITIONS

The Customer's attention is drawn in particular to the provisions of clause 14.

1. Application of Conditions

- 1.1 Tileasy shall sell and the Customer shall purchase the Goods in accordance with any Accepted Quotation or Accepted Order.
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such Accepted Quotation or Accepted Order is made.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Accepted Quotation”	a quotation of Tileasy accepted by a Customer in writing;
“Accepted Order”	an Order accepted by Tileasy in accordance with clause 3.2;
“Business Day”	any day other than a Saturday, Sunday or bank holiday;
“Contract”	the contract between Tileasy and the Customer for the purchase and sale of the Goods in accordance with these Terms and Conditions;
“Customer”	the person or firm who accepts a quotation or offer of Tileasy for the sale of the Goods or whose Order is accepted by Tileasy;
“Delivery Date”	the date on which the Goods are delivered to the Customer in accordance with clause 7.1;
“Estimated Delivery Date”	the date on which the Goods are aimed to be delivered to the Client by Tileasy, as stipulated in the Accepted Order or Accepted Quotation;
“Goods”	the goods (including any instalment of the goods or any parts for them) which Tileasy is to supply in accordance with these Terms and Conditions;
“Month”	a calendar month;
“Order”	the Customer's order for the Goods, as set out in the Customer's purchase order form;
“Pro Forma Customer”	a Customer purchasing Goods who is not a Trade Credit Account Customer;
“Terms and Conditions”	the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Tileasy;

“Tileasy”	Tileasy Limited, a company registered in England with company number 3568302 whose registered office is at Wellesley House, 204 London Road, Waterlooville, Hampshire PO7 7AN; and
“Trade Credit Account Customer”	a Customer purchasing Goods on a trade credit account with Tileasy.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - c) any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - d) a clause is a reference to a clause of these Terms and Conditions; and
 - e) a “Party” or the “Parties” refer to the parties to the Contract.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.

3. **Basis of Sale**

- 3.1 Tileasy shall sell and the Customer shall purchase the Goods in accordance with any Accepted Quotation or Accepted Order, subject in either case to these Terms and Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted, or any such Order is made, by the Customer
- 3.2 An Accepted Order shall be Tileasy’s acceptance of an Order upon the earliest occurrence of:
- a) Tileasy’s written acceptance of an Order;
 - b) delivery of the Goods; or
 - c) Tileasy raising its invoice to the Customer for the Goods.
- 3.3 Tileasy’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Tileasy in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.4 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Tileasy.
- 3.5 Sales literature, price lists and other documents issued by Tileasy in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

- 3.6 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 Tileasy which is not set out in the Contract.
- 3.7 Unless and until Tileasy provides a new version of these Terms and Conditions or otherwise agrees in writing, these Terms and Conditions shall apply to all future agreements for the provision of goods by Tileasy to the Customer.
- 3.8 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, Accepted Order, invoice or other document or information issued by Tileasy shall be subject to correction without any liability on the part of Tileasy.
- 3.9 A quotation given by Tileasy does not constitute an offer and Tileasy may withdraw or revise a quotation at any time before it is an Accepted Quotation. A quotation shall only be valid for a period of 30 days from its date of issue (unless Tileasy otherwise agrees in writing).

4. **Orders and Specifications**

- 4.1 Tileasy shall not acknowledge Orders submitted by the Customer unless requested in writing to do so by the Customer. Tileasy reserves the right to decline to accept any Order submitted by the Customer at its sole discretion.
- 4.2 All Accepted Orders and Accepted Quotations are subject to the availability of the Goods and materials and Tileasy reserves the right to alter the specification of, or to withdraw, the Goods without prior notice, however any alternative materials that are used shall be of satisfactory quality.
- 4.3 The Customer shall be responsible to Tileasy for ensuring the accuracy of the terms of any Order (including any applicable specification) it submits, and for giving Tileasy any necessary information relating to the Goods within a sufficient time to enable Tileasy to perform the Contract in accordance with its terms.
- 4.4 The specification for the Goods shall be that set out in Tileasy's sales documentation unless varied expressly in the Order (if such variation(s) is/are accepted by Tileasy). The Goods will only be supplied in the minimum units thereof stated in Tileasy's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.5 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by Tileasy are intended as a guide only and shall not be binding on Tileasy.
- 4.6 Tileasy reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements.
- 4.7 No Accepted Order or Accepted Quotation, whether it is an order by instalment or otherwise, may be cancelled by the Customer except with the agreement in writing of Tileasy on the terms that the Customer shall indemnify Tileasy in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Tileasy as a result of such cancellation.

5. **Price**

- 5.1 The price of the Goods shall be the price listed in the Supplier's price list

current at the date of an Accepted Quotation or Accepted Order, or such other price as may be agreed by Tileasy and the Customer in writing.

- 5.2 Where Tileasy has quoted a price for the Goods other than in accordance with Tileasy's published price list the price quoted shall be valid for 30 days only or such lesser time as Tileasy may specify.
- 5.3 Tileasy reserves the right, by giving written notice to the Customer at any time before delivery of the Goods, to increase the price of the Goods to reflect any increase in the cost to Tileasy which is due to any factor beyond the control of Tileasy (including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in the Estimated Delivery Date, quantities or specifications for the Goods which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Tileasy adequate information or instructions.
- 5.4 Delivery charges shall be excluded and separate from the price of the Goods. For delivery to an address within the United Kingdom:
 - a) On Accepted Orders or Accepted Quotations with a value of less than £100 (exclusive of VAT) Tileasy will make an additional charge to the Customer for transport of the Goods. Such charge will be based upon the weight and size of the Goods and the appropriate method of transport (as determined by Tileasy) and will be notified to the Customer prior to delivery.
 - b) On Accepted Orders or Accepted Quotations with a value of £100 or more (exclusive of VAT) Tileasy will make no additional charge to the Customer for transport of the Goods.
- 5.5 For delivery to an address outside the United Kingdom, Tileasy reserve the right to make an additional charge to the Customer for transport of the Goods.
- 5.6 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Customer shall be additionally liable to pay to Tileasy.

6. **Payment**

- 6.1 Subject to any special terms agreed in writing between the Customer and Tileasy, Tileasy shall invoice the Customer for the price of the Goods and delivery charges (if any) on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Tileasy shall be entitled to invoice the Customer for the price and delivery charges (if any) at any time after Tileasy has notified the Customer that the Goods are ready for collection or (as the case may be) Tileasy has tendered delivery of the Goods.
- 6.2 The price of the Goods and delivery charges (if any) (in full without any deduction, credit, counterclaim, withholding or set off (other than any deduction or withholding of tax as required by law)) shall be payable:
 - a) in the case of a Pro Forma Customer, immediately upon the issue of a pro forma invoice by Tileasy to the Pro Forma Customer following the date of an Accepted Order or an Accepted Quotation (as the case may be); and

- b) in the case of a Trade Credit Account Customer, within 30 calendar days of the date of Tileasy's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Trade Credit Account Customer and Tileasy in respect of the Contract.
- 6.3 Payment in accordance with clause 6.2 shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon written request.
- 6.4 All payments shall be made to Tileasy as indicated on the invoice or pro forma invoice (as the case may be) issued by Tileasy.
- 6.5 Tileasy is not obliged to accept Orders from any Trade Credit Account Customer who has not supplied Tileasy with credit references satisfactory to Tileasy. If at any time Tileasy is not satisfied as to the creditworthiness of the Trade Credit Account Customer it may give notice in writing to the Customer that no further credit will be allowed to the Trade Credit Account Customer in which event no further Goods will be delivered to the Trade Credit Account Customer other than against cash payment and notwithstanding clauses 6.2 and 6.3, all amounts owing by the Trade Credit Account Customer to Tileasy shall be immediately payable in cash.
- 6.6 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Tileasy, Tileasy shall be entitled to:
- a) suspend further deliveries under any other contract with the Customer whether made before or after this Contract;
 - b) cancel the Contract or suspend any further deliveries to the Customer under this Contract;
 - c) appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between Tileasy and the Customer) as Tileasy may think fit (notwithstanding any purported appropriation by the Customer);
 - d) charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 3% per annum above Barclays Bank plc base rate from time to time, until payment in full is made (a part of a Month being treated as a full Month for the purpose of calculating interest); and
 - e) recover from the Customer all costs Tileasy incurs in recovering any outstanding amount from the Customer.

7. **Delivery**

- 7.1 Delivery of the Goods shall be made:
- a) by Tileasy posting the Goods or passing the Goods to a third party carrier for onward delivery to the place specified in the Accepted Order or Accepted Quotation as the location to which the Goods are to be delivered; or
 - b) if no place of delivery is so specified, by the Customer collecting the Goods at Tileasy's premises at any time after Tileasy has notified the Customer that the Goods are ready for collection.
- 7.2 The Estimated Delivery Date is approximate only and Tileasy shall not be

liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Tileasy in writing. The Goods may be delivered by Tileasy in advance of the Estimated Delivery Date upon giving reasonable notice to the Customer.

7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Tileasy to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

7.4 If the Customer:

- a) requests postponement of delivery of the Goods or any part of them and Tileasy accepts such request; and/or
- b) fails to take delivery of the Goods or any part of them on or before the Estimated Delivery Date; and/or
- c) fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date,

Tileasy shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Tileasy all costs and expenses including storage and insurance charges arising from such failure.

8. **Non-Delivery**

If Tileasy fails to deliver the Goods or any part thereof by the Estimated Delivery Date other than for reasons outside Tileasy's reasonable control or the Customer's or its carrier's fault:

- 8.1 if Tileasy delivers the Goods at any time thereafter Tileasy shall have no liability in respect of such late delivery; or
- 8.2 if the Customer gives written notice to Tileasy within 5 Business Days after the Estimated Delivery Date and Tileasy fails to deliver the Goods within 15 Business Days after receiving such notice the Customer may cancel the Accepted Order or Accepted Quotation and Tileasy's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

9. **Inspection, Shortage and Returns**

- 9.1 The Customer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 9.2 Where the Goods cannot be examined the carrier's note or such other note as appropriate shall be marked "not examined".
- 9.3 Tileasy shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this clause 9 are not complied with and, in any event, will be under no liability if a complaint is not made to Tileasy within 24 hours of delivery detailing the alleged damage or shortage.
- 9.4 In all cases where damage or shortages are complained of Tileasy shall be

under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to Tileasy before any use is made thereof or any alteration or modification is made thereto by the Customer.

- 9.5 Subject to clauses 9.3 and 9.4, Tileasy shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.
- 9.6 Tileasy may, at its complete discretion, accept the return of Goods where the Customer has over-ordered or ordered in error. In respect of such returned Goods:
- a) Tileasy reserves the right to charge a handling fee;
 - b) the Customer must contact Tileasy to arrange a return within 10 Business Days of the Delivery Date;
 - c) the returned Goods must be received by Tileasy in their original condition; and
 - d) the risk of damage to or loss of the Goods remains with the Customer until receipt and inspection by Tileasy.

10. **Risk and Retention of Title**

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- a) in the case of Goods to be collected at Tileasy's premises, the time when Tileasy notifies the Customer that the Goods are available for collection; or
 - b) in the case of Goods to be delivered under clause 7.1(a), the time that the Goods leave Tileasy's premises.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Customer until Tileasy has received in cash or cleared funds payment in full of the price of the Goods.
- 10.3 Notwithstanding clause 10.2, legal and beneficial title of the Goods shall not pass to the Customer until Tileasy has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by Tileasy and the Customer has repaid all moneys owed to Tileasy, regardless of how such indebtedness arose.
- 10.4 Until payment has been made to Tileasy in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for Tileasy and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by Tileasy and shall insure the Goods against all reasonable risks.
- 10.5 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to it under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to Tileasy) shall be held by the Customer on behalf of Tileasy. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on Tileasy's behalf are identified as such.
- 10.6 The Customer shall not be entitled to pledge or in any way charge by way of

security for any indebtedness any of the Goods which remain the property of Tileasy, but if the Customer does so all money owing by the Customer to Tileasy shall (without prejudice to any other right or remedy of Tileasy) forthwith become due and payable.

- 10.7 Tileasy reserves the right to repossess any Goods in which Tileasy retains title without notice. The Customer irrevocably authorises Tileasy to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which Tileasy retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of clause 10.4.

11. **Assignment**

- 11.1 Tileasy may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Customer.
- 11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Tileasy.

12. **Defective Goods**

- 12.1 Subject to the conditions set out below, Tileasy warrants that the Goods will substantially correspond with their description and specification at the time of delivery and will be free from material defects in material and workmanship as at that date.

- 12.2 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Customer informs Tileasy of such defect within 24 hours of such delivery, Tileasy shall at its option:

- a) replace the defective Goods within 15 Business Days of receiving the Customer's notice; or
- b) refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective,

but Tileasy shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice is not given by the Customer as set out above.

- 12.3 No Goods may be returned to Tileasy without the prior agreement in writing of Tileasy. Subject to such agreement being provided, any Goods returned which Tileasy is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at Tileasy's sole discretion Tileasy shall refund or credit to the Customer the price of such defective Goods but Tileasy shall have no further liability to the Customer.

- 12.4 Tileasy shall be under no liability in respect of:

- a) any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions,;
- b) failure to follow Tileasy's instructions (whether given orally or in writing);
- c) misuse or alteration or repair of the Goods without Tileasy's prior approval;

- d) or any other act or omission on the part of the Customer, its employees or agents or any third party following delivery of the Goods;
 - e) any imperfections of a minor or insignificant nature in respect of the Goods; or
 - f) any defect in the Goods arising from damage in transit in your (or your agent, employee or contractor's) vehicle after you have collected the Goods from Tileasy's premises, including if Tileasy has loaded the Goods on to your (or your agent, employee or contractor's) vehicle (or have assisted with the loading);
- 12.5 Subject as expressly provided in these Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by Tileasy or any competent governmental or regulatory authority and the Customer will indemnify Tileasy against any liability, loss or damage which Tileasy might suffer as a result of the Customer's failure to comply with this clause.

13. Termination

- 13.1 Without limiting its other rights or remedies, Tileasy may terminate this Contract with immediate effect by giving written notice to the Customer if:
- a) the Customer fails to perform or observe any of its obligations under the Contract or is otherwise in breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 Business Days of the Customer being notified in writing to do so;
 - b) the Customer becomes subject to an administration order enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 or goes into liquidation;
 - c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
 - d) the Customer ceases, or threatens to cease, to carry on business; or
 - e) Tileasy reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 13.2 If clause 13.1 applies then, without prejudice to any other right or remedy available to Tileasy, Tileasy shall be entitled to cancel the Contract or suspend provisions of the Goods under the Contract or any other contract between Tileasy and the Customer for any further deliveries without any liability to the Customer, and if the Goods have been delivered but not paid for the price for the Goods shall become immediately due and payable by the Customer to Tileasy notwithstanding any previous agreement or arrangement to the contrary.
- 13.3 On termination of the Contract for any reason, in respect of Goods supplied but for which no invoice has been submitted, Tileasy shall submit an invoice, which shall be payable by the Customer immediately on receipt.

- 13.4 Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

14. Limitation of Liability

- 14.1 The following provisions set out the entire financial liability of Tileasy (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.2 Nothing in these Terms and Conditions excludes or limits the liability of Tileasy:
- a) for death or personal injury caused by Tileasy's negligence;
 - b) for any matter which it would be illegal for Tileasy to exclude or attempt to exclude its liability; or
 - c) for fraud or fraudulent misrepresentation.
- 14.3 Subject to clause 14.2:
- a) Tileasy's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £1,000,000 (one million pounds); and
 - b) Tileasy shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, wasted expenditure, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 14.4 This clause 14 shall survive termination of the Contract.

15. Confidentiality, Publications and Endorsements

- 15.1 The Customer will regard as confidential the terms of the Contract and all information obtained by the Customer relating to the business and/or products, affairs and suppliers of Tileasy and will not use or disclose to any third party such confidential information without Tileasy's prior written consent provided that this undertaking shall not apply to:
- a) information which is in the public domain other than by reason of the Customer's default;
 - b) information needed to be disclosed to the Customer's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Customer's rights or carrying out its obligations under the Contract; or
 - c) information which may be required by law, a court of competent jurisdiction or any governmental or regulatory authority to be disclosed.
- 15.2 The Customer will not use, authorise or permit any other person to use any

name, trademark, house mark, emblem or symbol which Tileasy is licensed to use or which is owned by Tileasy upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by Tileasy and (where appropriate) its licensor.

- 15.3 The Customer shall not use Tileasy's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 15.4 The Customer will ensure compliance with this clause 15 by its employees, officers, representatives, contractors, subcontractors or advisers.
- 15.5 The provisions of this clause 15 shall survive the termination of the Contract.

16. **Notices**

- 16.1 All notices under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 16.2 Notices shall be deemed to have been duly given:
 - a) when hand delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient on the date of delivery; or
 - b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - c) on the fifth Business Day following mailing, if mailed by first class ordinary mail, postage prepaid; or
 - d) on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.
- 16.3 All notices under this Contract shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party in writing in accordance with this clause.
- 16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. **Force Majeure**

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, pandemic or epidemic, acts of terrorism, acts of war, governmental action, default of suppliers or manufacturers, or any other event that is beyond the reasonable control of the Party in question. If the period of delay or non-performance continues for three Months, the Party not affected may terminate the Contract by giving 14 days' written notice to the affected Party.

18. **Waiver**

The Parties agree that no failure by either Party to enforce the performance of any provisions under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing

waiver.

19. **Severance**

The Parties agree that, in the event that one or more of the provisions of the Contract are found to be unlawful, invalid or otherwise unenforceable, those provisions shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

20. **Third Party Rights**

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. **Law and Jurisdiction**

21.1 The Contract and any dispute or claim (including any non-contractual matters and obligations arising therefrom or associated therewith) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Each Party irrevocably agrees that any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) arising out of or in connection with it or its subject matter or formation shall fall within the exclusive jurisdiction of the courts of England and Wales.