

TERMS AND CONDITIONS (ONLINE)

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Goods (as defined below) listed on our website www.knightonjanitorial.com (to be interpreted as 'site') to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Goods from our site. You should understand that by ordering any of our Goods, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please read these terms and conditions carefully as they contain binding obligations on the Customer. The Customer's attention is in particular drawn to the provisions of clause 10.

1 INFORMATION ABOUT US

1.1 We operate the website www.knightonjanitorial.com. We are Knighton Janitorial Limited, a limited company and our registered and trading address is Unit 18, Willow Road, Trent Lane Industrial Estate, Castle Donington, DE74 2NP. Our VAT number is 799698518.

2 DEFINITIONS

In these Conditions, the following definitions apply:

Account: the credit account (if any) provided to the Customer by the Supplier.

Account Holder: the holder of an Account.

Conditions: the terms and conditions set out in this document.

Customer: the person or firm who purchases goods from the Supplier.

Goods: the goods (or any part of them) set out in the Order.

Order: the order or orders which the Customer places with the Supplier through our site for the Goods.

Order Acceptance: the confirmation by the Supplier of such acceptance of an Order sent by e-mail to the Customer confirming that the Order has been accepted.

Supplier: Knighton Janitorial Ltd, a limited company whose registered and trading address is Unit 18, Willow Road, Trent Lane Industrial Estate, Castle Donington, DE74 2NP.

3 YOUR STATUS

3.1 By placing an Order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old; and
- (c) you are not buying the Goods as a consumer and not for resale.

4 BASIS OF CONTRACT

4.1 After you place an Order, all Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an Order Acceptance. The contract between us (Contract) will only be formed when we send you the Order Acceptance.

4.2 These Conditions apply to any and all Orders for sale between the Supplier and the Customer for the sale and purchase of Goods and 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.

4.3 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 the Supplier which is not confirmed by the Supplier in writing.

4.4 Any samples provided by the Supplier and any descriptions or illustrations contained in the Supplier's

catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.

4.5 The Supplier has the right to reject any Order placed by the Customer for Goods.

4.6 The Supplier may correct any typographical or other errors or omissions in any marketing materials, or other document relating to the provision of the Goods as stated on the site without any liability to the Supplier.

5 DELIVERY

5.1 Delivery of the Goods shall be completed on the completion of delivery of the Goods at the Customer's premises.

5.2 The Supplier does not require the Customer to return any packaging unless notified by the Supplier.

5.3 Any times or dates stated on our site for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by:

(a) any event beyond a party's reasonable control, including the default of suppliers or subcontractors; or

(b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.4 If the Supplier 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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by the events set out in Clause 5.3.

5.5 The Supplier may deliver the Goods by instalments if certain Goods ordered are not available for delivery at the time the Contract is made. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6 QUALITY

6.1 The Supplier warrants that on delivery the Goods shall conform with their description and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

6.2 Goods, if expressly stated, are supplied with the benefit of a manufacturer's warranty agreement and warranty process.

6.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7 TITLE AND RISK

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

7.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.

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

(a) hold the Goods on a fiduciary basis as the Supplier's bailee;

(b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

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

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and

(e) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 9.2

but the Customer may use the Goods in the ordinary course of its business.

7.4 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Condition 9.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Customer shall grant an irrevocable licence to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7.5 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Clause 9.2 (b), (c) or (d) the Supplier may, at its sole discretion, allow for the Goods to remain in the possession of the administrator, receiver or otherwise provided that payment for the Goods is made to the Supplier as soon as reasonably practicable.

8 PRICE AND PAYMENT

8.1 The price of the Goods (plus VAT and delivery costs) shall be the price set out on our site from time to time, except in cases of obvious error.

8.2 Prices of Goods and postage and packaging charges are liable to change at any time, but changes will not affect Orders in respect of which we have already sent you an Order Acceptance.

8.3 Our site contains a large number of Goods and it is always possible that, despite our best efforts, some of the Goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject your Order and notify you that we are rejecting it.

8.4 The payment of the Order for the Goods shall be made by the Customer to the Supplier via SagePay at the time the Goods are ordered unless the Goods ordered are from an Account Holder.

8.5 Unless otherwise agreed in writing, for Account Holders that have not reached their credit limit each invoice submitted by the Supplier shall be paid by the end of the calendar month following the calendar month of invoice. For Account Holders that have reached their credit limit, the price of the Goods shall be paid at the time of the Order or on receipt of the Suppliers' invoice as directed by the Supplier. Time for payment shall be of the essence.

8.6 The Supplier reserves the right, in its absolute discretion, to cancel the Account by notice.

8.7 The Supplier reserves the right to suspend the Account if it decides, for whatever reason, that it requires further security from the Customer, other than that already provided (if any), for the performance and discharge of the Customer's obligations under any Contract or for any other reason it considers reasonable. The Supplier may decide to reinstate the Account if the Customer provides the additional security required or meets any other conditions required to be satisfied by the Supplier.

8.8 If the Supplier exercises its right to cancel or suspend the Account, in accordance with Clauses 8.6 and 8.7 respectively, all sums owed to the Supplier by the Customer at the date of cancellation or suspension shall be payable on demand.

8.9 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

8.10 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.11 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding.

9 CUSTOMER'S INSOLVENCY OR INCAPACITY

9.1 If the Customer becomes subject to any of the events listed in Clause 9.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due and provided that the Goods have not been resold, or permanently incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Customer shall grant a permanent licence to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9.2 For the purposes of Clause 9.1, the relevant events are:

- (a) the Customer 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 limited company) has any partner to whom any of the foregoing apply; or
- (b) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) is the subject of a bankruptcy petition or order or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (c) 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 Supplier; or
- (d) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

(a) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.

9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10 LIMITATION OF LIABILITY

10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987.

7.4 Subject to Clause 10.1:

(a) the Supplier 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 or from the use of our site; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising from the supply of samples shall in no circumstance exceed £100.

(c) the Supplier's 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 five times the invoice price of the Goods.

11 COPYRIGHT AND LINKS

11.1 The contents of our site are protected by international copyright laws and other intellectual property rights. We, our affiliates or other third party licensors are the owner of these rights. All product and company names and logos mentioned in our site are the trade marks, service marks or trading names of their respective owners with whom we have appropriate signed contracts. You may download material from our website for the sole purpose of placing an order with us or using our site as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our site including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so by us.

11.2 We make no representations whatsoever about any other websites which you may access through our site or which may link to our site. When you access any other website you understand that it is independent from our site and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource.

12 APPLICABILITY OF ONLINE MATERIALS AND AVAILABILITY OF OUR SITE

12.1 Unless otherwise specified all content and materials published on our site are presented solely for your private, personal and non-commercial use.

12.2 The description of the Goods on the site is provided by the suppliers of such Goods. We do not verify such information in any way. All information on the Goods is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such information. We reserve the right to change information, pricing and descriptions of Goods at any time and without notice.

12.3 We have taken every measure to provide accurate product images for the Goods for sale on our site. However, due to a number of different factors such as Internet browsers, monitor colour contrasts etc, we cannot be held responsible or liable for any differences in colour between the image and the actual product.

13 WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14 DATA PROTECTION

14.1 The Customer is advised to read:

- (a) The Supplier's privacy policy which sets out how the Supplier collects, uses and processes personal data; and
- (b) The Supplier's terms of use policy which governs the correct and acceptable use of the site.

15 RETURNS POLICY

15.1 Without prejudice to clauses 5, 6 and 10, or the statutory rights of the buyer:

- (a) any Good returned where orders have been placed via our site, which have been cancelled within seven days of receiving the Goods, the Company will refund the price of the Goods in full;
- (b) where an order has been cancelled within 28 days of receiving the Goods, the Company will examine the returned Goods within a reasonable time. Where Goods are found to be defective, the price of the Goods will be refunded in full;
- (c) where Goods returned in accordance with clause 15.1(b) are found not to be defective, the Company reserves the right to deduct a re-stocking charge of 20% of the Price of the Goods from any refund to the Buyer.

15.2 All goods must be returned unused, in their original packaging and in a re-saleable condition (to be determined in the Company's absolute discretion) and that the Buyer will be responsible for the costs of returning the Goods to the Company. Costs of delivery to the Buyer (if any) will not be refunded.

16 GENERAL

16.1 Severance.

(a) If any court or 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 to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) 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.

16.2 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.3 We may alter these terms and conditions from time to time and post the new version on our site, following which all use of our site will be governed by that version. You must check the terms and conditions on the site regularly.

16.4 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Please understand that if you do not accept all of the above, you will not be able to order any Goods from our site.