

# Credit Account Application

Branch .....

Main Contact Name:
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Business Trading Name:	Company Registration No:	(for Ltd companies)
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Business Type:	Limited	Sole Trader	Partnership	(Directors of Ltd companies must complete the personal guarantee below for a credit account)
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Address:	Postcode:
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Landline:	Mobile:
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Fax:	Email:
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Registered Office: (If different to above)	Landline: Fax:
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Contact Name (Accounts):	Email:
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Credit Amount Requested £	Credit Terms: 7 Days / 14 Days / 30 Days
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Please provide names and home addresses of all Partners or Directors (including post code)

Name	Address	Landline
Name	Address	Landline
Name	Address	Landline

Please provide the names and address of two trade references (including landline and fax)

Company	Landline	Fax
Company	Landline	Fax

Bank Name:	Bank Address:
Account No:	Sort Code:

*I hereby confirm that all the details given on this form are complete and accurate and I confirm acceptance of Stevenswood Limited (co.no. 12524545) Standard Terms and Conditions of sale, a copy of which is overleaf to this form which standard Terms and Conditions of sale shall apply exclusively to all contracts between the above named and Stevenswood Limited. I also grant permission to conduct bank and trade searches. Payment terms are strictly COD until trading terms have been arranged by Stevenswood Limited.*

Name	Director to sign for Ltd company	Signed:	Director to sign for Ltd company
Position		Date of Birth:	

**PERSONAL CREDIT GUARANTEE - To be completed by a director(s) of a Limited Company/Member of LLP**

*In consideration of your agreement to supply goods on credit to the Customer described above applying for credit herein, I/we the undersigned being Director(s)/Member(s) of the Customer hereby unconditionally and personally, jointly and severally guarantee payment of all monies due and owing by the Customer to the Company, its subsidiaries and successors, from time to time including all monies due and owing by reason of increases in the credit limit granted by the Company from time to time (the 'Guarantee Obligation') on the terms set out in clause 7 of the Standard Terms and Conditions of Sale containing overleaf.*

Director signed:	Director signed:
Print Name:	Print Name:
Date:	Date:

Office Use Only	AGREED CREDIT LIMIT	AGREED TERMS	AUTHORISED	DATE

Despatch Method:	Collection	Delivery
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Return Quote by:	Email	Fax
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Marketing Support:	Yes	No
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Standard System:	<b>Veka 70mm</b>	<b>Rehau 70mm</b>	<b>Duraflex 70mm</b>
Standard Features:	Sculptured	Sculptured/Chamfered	Sculptured/Chamfered

**Customer opts into marketing: Yes / No**

Customers agrees to email communication  Customers agrees to SMS communication  Customers agrees to postal communication

I hereby confirm that all the details given on this form are complete and accurate and I confirm acceptance of Stevenswood Limited and affiliates standard terms and conditions of sale, a copy of which is overleaf to this form which standard Terms and Conditions of sale shall apply exclusively to all contracts between the above named and Stevenswood Limited and affiliates. I also grant permission to conduct bank and credit searches. **I have received and agreed to a copy of Stevenswood Limited and affiliates terms and conditions.**

Customer Sign:	
Customer Print:	Date:

Customer Code:	<b>Office Use Only</b>	Special product note:
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**Please send this form back to your local Stevenswood branch**

## STANDARD TERMS AND CONDITIONS OF SALE ("TERMS")

In these Terms, the "Company" means Stevenswood Limited (co.no. 12524545) or any of its affiliates (as the context may require) and the "Customer" means the purchasing individual or entity. In this paragraph, "affiliate" means any subsidiary or holding company from time to time of Stevenswood and any subsidiary from time to time of a holding company of Stevenswood with each of "subsidiary" and "holding company" having the meaning given to them under section 1159 of the Companies Act 2006.

### 1. APPLICATION OF THESE TERMS

(i) These Terms shall apply to all commercial dealings between the Company and the Customer and all quotations given, orders accepted and contracts made shall be subject to them.

(ii) Where applicable, the terms and conditions of the Customer and all other terms, conditions or warranties (other than as to title to goods) are excluded from contracts between the Company and the Customer except to the extent they may not be excluded or limited by law.

(iii) No variation to these Terms shall be binding unless agreed in writing by an authorised representative of the Company.

### 2. QUOTATIONS

Any quotation given by the Company: (1) shall be valid for a period of 30 days from the date thereof; (2) is subject to withdrawal or revision by the Company at any time; and (3) shall not constitute an offer.

### 3. ORDERS

(i) An order constitutes an offer by the Customer to purchase goods from the Company in accordance with these Terms.

(ii) No order shall be binding on the Company unless accepted by the Company. An order shall only be deemed to be accepted when the Company issues the Customer with written acceptance of the order.

(iii) Each accepted order gives rise to a contract incorporating these Terms, and each contract is separate from each other contract, except to the extent provided in the contract in question. Each contract constitutes the entire agreement between the Company and the Customer and supersedes all representations (including all pre-contract misrepresentations and misstatements negligently or innocently made), agreements, negotiations or understandings between the Company and Customer in respect of its subject matter.

(iv) No variation to an order by the Customer shall be binding unless agreed in writing by an authorised representative of the Company.

### 4. SPECIFICATION OF GOODS

(i) If after the date of order and before the delivery of goods, changes are made in the specification of goods, the Company may incorporate such changes in the goods sold to the Customer provided that the quality and performance of the altered goods are at least equal to those of the goods ordered and no price variation is made except with the Customer's consent and delivery is not unreasonably delayed.

(ii) The Company shall not be obliged to make any alteration to the goods ordered whether arising by reason of the amendment of regulations of any competent authority made subsequent to the date of the contract or otherwise

### 5. PRICE

(i) The Company reserves the right to vary the price of goods contained in its catalogue and any other advertising, sales and technical literature, without providing notice of such variations to the Customer.

(ii) The price of the goods shall, unless otherwise so stated, be inclusive of any applicable VAT and other applicable statutory tax and exclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery.

(iii) Where the Customer is acting in the course of a business, the price invoiced to the Customer shall be the Company's price prevailing at the time of despatch and shall be subject to fluctuation caused by (but not restricted to) any increase in costs incurred by the Company as a consequence of any increase in costs of raw materials, manufacture, packaging, transport or other direct or indirect costs. Any such increase will be added to the price quoted by the Company and the adjusted amount will be invoiced to the Customer.

### 6. PAYMENT

(i) Unless otherwise agreed in writing by the Company, payment shall be made by the Customer without any deduction.

(ii) For Customers without an account, payment shall be made in cash on delivery, unless cash was sent with the order.

(iii) For Customers with an account, payment shall be made in accordance with the payment terms set out in the relevant invoice.

(iv) Where the Customer orders goods to be delivered to any of the Company's branches for collection by the Customer on a date agreed between the parties or specified in the Order ("Collection Date"), the Customer shall collect such goods from the relevant branch of the Company within 14 days from the Collection Date.

If the Customer does not comply with this clause 6(iv): (1) the Company shall issue an invoice for the uncollected goods and payment shall be made in accordance with the payment terms

set out in the relevant invoice; and (2) the Company may charge the Customer a fee of £100 for each day that the Goods remain uncollected by the Customer ("Storage Fee"). The Storage Fee reflects the actual cost incurred by the Company in storing the uncollected goods. If the Customer does not collect the uncollected goods within 6 weeks from the Collection Date ("Final Collection Date"), the Company shall have the right, upon giving written notification to the Customer, to cancel the order and to dispose of the uncollected goods in its absolute discretion.

(v) Any amount due to the Company shall not be deemed to have been paid until the amount is received by the Company in cash or cleared funds.

(vi) If the Customer fails to pay any sum due and payable under a contract to the Company by the due date, the Company shall have the right to (1) terminate such contract and any other contract between the Company and the Customer; (2) suspend all further deliveries of goods to the Customer (without notice) until payment, plus any interest charged by the Company in addition, is received in full by the Company; and (3) without prejudice to any other right or remedy available to the Company against the Customer, charge interest on any amount outstanding at a rate of 4% per annum above the base rate of Clydesdale and Yorkshire bank from time to time, such interest to accrue from the due date to the date of actual payment in full by the Customer and to be compounded monthly; and (4) to reclaim from the Customer its costs and expenses incurred in the collection of the overdue invoice and/or any additional costs and expenses incurred in the processing of the overdue monies.

(vii) Where goods are delivered to the Customer by instalments the Company may, at its discretion, invoice each instalment separately or raise an invoice on first delivery.

(viii) No dispute arising under the contract nor delays beyond the reasonable control of the Company shall interfere with the Customer's obligation to make prompt payment in full for all goods sold and delivered by the Company.

(ix) For legitimate interests of the business your account information may be shared with our appointed Debt Recovery Agents/Solicitors to assist in the collection of an overdue account.

### 7. PERSONAL CREDIT GUARANTEE

This clause only applies to Customers dealing in the course of a business.

(i) If the Personal Credit Guarantee within the above New Customer Form is signed then the guarantee set out in that section is given subject to and with the additional benefit of this clause 7 (all of which is referred to as the 'Guarantee' (and the signatory(ies) each as a 'Guarantor')). The Guarantee shall at all times be a continuing security and so shall cover the ultimate balance from time to time owing to the Company by the Customer in respect of the Guaranteed Obligations (as defined within such section).

(ii) The liability of the Guarantor(s) under the Guarantee shall not be reduced, discharged or otherwise affected by: (1) any variation of these Terms, by the Company giving the Customer time to pay or by any other indulgence, waiver or concession given to the Customer or any other person or by any compromise with, release or agreement to release or not to sue the Customer, any Guarantor or any other surety or indemnifier; (2) the death or incapacity (whether mental or physical) of a Guarantor or by any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Customer or any other person; or (3) any act or omission which would not have discharged or affected the liability of a Guarantor had he/she been a principal debtor instead of a guarantor or by other act or omission of any other kind not otherwise listed above.

(iii) A Guarantor may terminate the Guarantee given by it only by notice to the Company which will only take effect from the date (Termination Date) specified in that notice which must not be less than 3 months after the notice is actually received by the Company. The Guarantee given by such Guarantor will continue to apply to all Guaranteed Obligations which are due, owing or incurred to the Company up to and including the Termination Date and to any interest payable on the same which accrues after the Termination Date. To the extent that there is more than one Guarantor service of such a notice by one Guarantor shall not prejudice or adversely affect the Company's rights against any other Guarantor(s).

(iv) The Guarantee may be enforced once any of the Guaranteed Obligations are due but unpaid. No other formalities are required and any amount payable by a Guarantor under the Guarantee must be paid in full to the Company without any set-off, condition or counterclaim and free from any deduction or withholding of any kind.

### 8. CANCELLATION

Where the Customer is acting in the course of a business, cancellation of an order by the Customer will only be agreed by the Company on the condition that all costs and expenses incurred by the Company up to the time of cancellation, including the loss of any profit, shall be paid by the Customer on demand by the Company.

Where the Customer is dealing as a consumer, cancellation of an order by the Customer will only be agreed by the Company on the condition that where the goods are being made to the Customer's personal specification, the costs and expenses incurred by the Company up to the time of cancellation shall be paid by the Customer on demand by the Company.

### 9. DELIVERY

(i) Any time given for delivery by the Company (or its agents) shall be an estimate only. The Company shall endeavour to deliver the goods by the time stated, or if no time has been specifically agreed, within a reasonable time. For Customers acting in the course of a business, time of delivery is not of the essence of the contract.

(ii) The Company shall not be liable for any loss, costs, damage or expense caused to the Customer whether directly or indirectly and the Customer shall have no right to cancel any order or refuse to accept delivery of the Company's goods, by reason of the Company's failure to comply with any delivery time stated.

(iii) The date of delivery shall be dependent upon receipt of all necessary information, final instructions and approvals from the Customer. Alterations by the Customer in design

specification or quantities may result in delay in delivery.

(ii) Notwithstanding that the Customer shall take delivery of goods at the time they are ready for delivery the Company may at its sole discretion postpone delivery at the request of the Customer, provided always that the Customer shall be responsible to pay all reasonable costs, including (but not restricted to) the cost of storage and insurance arising from postponement of delivery. In addition, where delivery is postponed (otherwise than due to default by the Company), the Company shall be entitled to invoice in accordance with these Terms.

#### 10. RISK AND TITLE

(i) Risk in the goods shall pass to the Customer on the earlier of: (1) the date of the invoice issued to the Customer in accordance with clause 6(iv); (2) delivery of the goods to any of the Company's branches for collection by the Customer; (3) delivery of the goods to the Customer, if the goods are delivered to the Customer by the Company's transport; or (4) at the time of despatch from the Company's premises, if the goods are delivered to the Customer otherwise than by the Company's transport, whether or not the Company arranges transport on behalf of the Customer.

(ii) Where the Customer orders goods to be delivered to any of the Company's branches for collection by the Customer on the Collection Date, the Customer shall keep the goods insured against all risks for their full price until: (1) the goods are collected by the Customer from any of the Company's branches; or (2) the Final Collection Date.

(iii) Title to the goods shall not pass to the Customer until the Company: (1) receives payment in full for such goods; or (2) provides written notice to the Customer specifying that title in the goods has passed, whichever is earlier. Where title to the goods passed to the Customer before the Final Collection Date but the goods remain uncollected after the Final Collection Date, title to the goods shall pass back from the Customer to the Company upon cancellation of the order by the Company pursuant to clause 6(iv).

(iv) Until title to the goods has passed to the Customer, the Customer shall: (1) store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; (2) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (3) not attach to the goods, or mark the goods with, any trade mark, name, design, or logo; and (4) maintain the goods in satisfactory condition, insured against all risks for their full price against all risks (6) notify the Company immediately if it becomes subject to any of the events listed in paragraph (3) of clause 14.

(v) The Company may recover goods in which title has not passed to the Customer. The Customer irrevocably licenses the Company, its officers, employees and agents, to enter any premises of the Customer (including vehicles), in order to satisfy itself that the customer is complying with the obligations in clause 10(iii) and to recover any Goods in which title has not passed to the Customer.

#### 11. SHORTAGES AND TRANSPORT DAMAGE

The Company shall not accept any liability for shortages or transport damage unless notified to the Company's branch manager local to the Customer by email or by telephone within 24 hours of delivery and confirmed in writing within 7 days. Failure to provide written notice within 7 days may result in your claim being denied.

#### 12. PRODUCT WARRANTY

(i) The Company warrants that: (1) PVC-u frames, doors and conservatories shall be free from defects caused by faulty manufacture ("defects") for 10 years; (2) glass and glass sealed units shall be free from defects for 10 years; and (3) all furniture shall be free from defects for 1 year or carry the manufacturer's guarantee (if applicable).

(ii) If the Customer alleges that the goods are defective, the Company shall have the right to inspect the goods and investigate any complaint made.

(iii) For Customers acting in the course of a business, if, upon inspection by the Company, it is agreed by the Company that the goods are defective, the Company shall at its sole discretion either: (1) replace or repair the defective goods, at the cost of the Company, with a satisfactory alternative or substitute goods; or (2) refund to the Customer the cost of the defective goods.

(iv) For Customers acting as a consumer, if upon inspection by the Company, it is agreed by the Company that the goods are defective, the Company may offer a repair, exchange or refund as appropriate in accordance with the Customer's consumer rights.

(v) Where the Customer is acting in the course of a business, if the Company repairs the goods or replaces them with alternative or substitute goods, the Customer: (1) shall be bound to accept such goods; and (2) shall not be responsible or liable for any delay, damage, detriment or expense to the Customer arising from the initial delivery to the time that such goods are repaired or replaced.

(vi) These Terms apply to repaired or replaced goods as they apply to the original goods and the Company shall acquire all right, title and interest in and to the original goods to the extent replaced.

(vii) The product guarantee set out above shall not apply (1) in the event of incorrect installation; (2) to defects arising by reason of fair wear or tear or misuse; (3) to goods ordered to a specification in excess of the design parameters in the Company's catalogue (as no PVCu frame or glass sealed unit has any inherent load bearing quality); (4) in respect of defects apparent on delivery, unless the Customer has notified the Company of such defect within 7 days of delivery; (5) in respect of defects not apparent on delivery, unless the Customer notifies the Company within 7 days of the date when such defect became apparent or should have become apparent; (6) in respect of goods which have been repaired or altered without the Company's consent.

#### 13. LIMITATION OF LIABILITY AND INSURANCE

(i) Where the Customer is acting in the course of a business, the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, damage to property or any indirect or consequential loss arising under or in connection with these Terms.

The Company's total liability to the Customer in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed of the price of the goods.

(ii) Where the Customer is acting as a consumer, to the extent not prohibited by law, the Company accepts no liability for any loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of the Company's breach or if it was contemplated by the Customer and the Company at the time these Terms were entered into, loss which arises when the Company is not at fault or in breach of these Terms and business loss (which includes loss of profit, loss of business, contracts, goodwill, business losses and other similar losses).

(iii) If the Customer is acting as a consumer, the Customer may have certain legal rights regarding claims in respect of losses caused by the Company's negligence or failure to carry out its obligations. Nothing in these terms is intended to limit the Customer's legal rights as a consumer. For more information about a consumer's legal rights please contact the local Trading Standards Department or Citizens Advice Bureau.

(iv) Nothing in these Terms shall limit or exclude the Company's liability for death or personal injury caused by its negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

#### 14. TERMINATION

The Company may terminate any contract in whole or in part (without liability to the Customer) by giving notice in writing to the Customer if the Customer: (1) is in material breach of these Terms and that breach cannot be remedied; (2) is in material breach of these Terms and that breach can be remedied but the Customer fails to do so within 30 days starting on the day after receipt of notice from the Company; or (3) takes any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed to any of its assets or ceasing to carry on business.

#### 15. FORCE MAJEURE (EVENTS BEYOND THE COMPANY'S CONTROL)

(i) Neither party shall be in breach of contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure result from an event or circumstance beyond either party's reasonable control (including, but not limited to, non-delivery of goods by the Company's suppliers).

(ii) If the period of delay or non-performance continues for 3 months, the Company may terminate the contract by giving 30 days' written notice to the Customer or suspend delivery of the goods to the Customer.

#### 16. CUSTOMER DRAWINGS AND SPECIFICATIONS

(i) The Customer shall be solely responsible for ensuring that all specifications, drawings, information, advice and recommendations given to the Company (either directly or indirectly by the Customer or its agents) are accurate, correct and suitable.

(ii) Where the Customer is acting in the course of a business, to the extent that the goods are to be manufactured in accordance with specifications, drawings or information supplied by the Customer, the Customer shall indemnify the Company 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 reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of such specifications, drawings and/or information.

#### 17. DATA AND TECHNICAL INFORMATION

(i) Any drawings, descriptions, illustrations or other information contained in the Company's advertising, sales and technical literature (including catalogues, brochures or on a website) are for guidance only. Where the Customer is acting in the course of a business, this information shall not form part of the contract unless otherwise specifically agreed by the Company in writing.

(ii) The Customer shall determine the suitability of the Company's products for the Customer's intended purpose and shall be deemed to be satisfied that they meet the Customer's particular requirements. If the Customer has any concerns about the suitability of the products, please contact the Company before placing an order.

(iii) All drawings, documents and information supplied by the Company to the Customer are supplied on the strict understanding that copyright is vested in the Company and that the contents are confidential and shall not be replicated or disclosed to any third party other than with the written consent of the Company.

#### 18. DATA PROTECTION

(i) In this clause 18 the following definitions shall apply:  
"Data Processing Details" means the description of any Personal Data processing activities contemplated by these Terms, as set out in the Annex;  
"Data Protection Law" means all applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR;  
"GDPR" means the European Union General Data Protection Regulation, namely Regulation (EU) 2016/679;  
"Good Industry Practice" means, in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person in the same or similar circumstances;  
"Personal Data" means the personal data made available by or on behalf of the Customer to the Company for the purposes of these Terms, obtained by the Company in connection with these Terms, during the course of supplying the goods that is processed by the Company on behalf of the Customer in accordance with these Terms, as further described in the Data

Processing Details;

“Regulations” means all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it is Good Industry Practice to comply; and

“Security Incident” means either: (1) the unlawful or unauthorised processing of Personal Data; (2) the accidental loss, destruction of, theft, use, disclosure or damage to, Personal Data; or (3) any other security incident affecting Personal Data (including (without limitation) a personal data breach as defined in the GDPR).

(ii) Terms defined in the Data Protection Law shall have the same meaning when used in these Terms.

(iii) References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time after the United Kingdom ceases to be a Member State of the European Union.

(iv) The Company and the Customer shall each ensure that it shall comply with the provisions and obligations imposed on it by Data Protection Law.

(v) The parties acknowledge and agree that, for the purposes of the Data Protection Law, to the extent the Company acts as a data processor in its processing of Personal Data on behalf of the Customer (as data controller) in the performance of the Company’s obligations under these Terms:

(1) the Customer shall determine the purpose for which and the manner in which all Personal Data shall be processed by the Company whilst performing the Services or supplying the goods. Further information about the Personal Data processing activities contemplated by these Terms is set out in the Data Processing Details;

(2) the Company shall only process the Personal Data for the purposes of performing its obligations under these Terms and in accordance with the written instructions given by the Customer from time to time, unless the Company is subject to an obligation under Regulations (including Data Protection Law) of the European Union or a member state of the European Union to do otherwise, in which case the Company shall (to the extent permitted by law) notify the Customer in advance of that legal obligation; and

(3) the Company shall notify the Customer immediately if, in the Company’s opinion, an instruction from the Customer breaches a requirement of Data Protection Law.

(vi) The Company shall not subcontract the processing of Personal Data to a subprocessor without the prior written consent of the Customer. In the event that the Customer provides its consent, the Company shall (prior to the subprocessor processing the Personal Data) enter into an agreement with the subprocessor on terms that provide no less protection for the Personal Data than those set out in this clause 18 and shall ensure that the agreement remains in force for the duration of the subprocessor’s processing of Personal Data. The Company shall remain fully liable for the acts and omissions of each subprocessor.

(vii) All Personal Data acquired by the Company from the Customer shall, at the Customer’s cost, be securely returned or deleted (at the option of the Customer) together with all copies in any form or in any media in the Company’s power, possession or control following the earlier of: (1) termination or expiry of these Terms; (2) a request from the Customer; or (3) if the Company no longer needs the Personal Data in connection with the performance of its obligations under these Terms, provided always that the Company may retain copies of the Personal Data if it is required to do so under applicable law (including Data Protection Law) of the European Union or Member State law.

(viii) The Company shall implement and maintain all adequate and appropriate technical and organisational measures and controls against Security Incidents and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and such measures shall at a minimum meet the standard required by Data Protection Law, including (without limitation) the standard required by Article 32 of the GDPR.

(ix) The measures to be adopted under clause 18(viii) shall ensure a level of security appropriate to the harm that might result from a Security Incident and the nature of the relevant Personal Data, having regard to the state of technological development and the cost of implementing the measures.

(x) The Company shall take reasonable steps to ensure the reliability of its representatives and personnel who have access to the Personal Data (including ensuring such representatives and personnel are subject to a contractual duty of confidence to hold the Personal Data in strict confidence to the standard required by these Terms) and shall inform them of the nature of and the need to avoid Security Incidents.

(xi) The Company shall promptly, and in any event no later than as is reasonably required in order to enable the Customer to fulfil its respective duties under Data Protection Law: (1) provide to the Customer the assistance contemplated by Article 28(3)(e) of the GDPR; and (2) provide the Company with such assistance as is contemplated by Article 28(3)(f) of the GDPR (such assistance to be provided at the Company’s cost).

(xii) The Company shall, at the Customer’s cost, provide the Customer with all information necessary to enable the Customer to verify the Company’s (and each subprocessor’s) compliance with this clause 18. Without prejudice to the foregoing, the Customer shall be entitled on reasonable advance notice to the Company (such notice shall not be required in the event of a Security Incident) to inspect, test and audit, or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of the Company and the Company shall cooperate and assist the Customer (and its representative) with each inspection, test and audit.

(xiii) The Company shall, from time to time, share data with our parent Company, and other companies within the Group, or to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling.

(xiv) **See privacy policy on our website for further information and more details on data usage.**

**19. GENERAL**

(i) For Customers acting in the course of a business, the rights of the Customer under these Terms are the Customer’s only rights relating to the subject matter of these Terms and are to the exclusion of any other rights of the Customer provided by law.

(ii) The waiver by the Company of any breach of any provision of the contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of a subsequent breach.

(iii) If any provision of these Terms shall be found to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

(iv) The Customer shall not without the prior written consent of the Company assign, transfer, charge, dispose of, deal with or subcontract any of its rights or obligations under these Terms.

(v) These Terms do not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

(vi) The contract between the Company and the Customer and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law.

(vii) The courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes or claims (including non-contractual disputes or claims), which may arise out of or in connection with these Terms.

**ANNEX**

Data Processing Details

<b>(A)</b>	Subject matter, nature and purpose of the processing of Personal Data under these Terms	<p><b>Subject matter</b> The supply of goods (including PVC-u frames and glass sealed units) by the Company to the Customer.</p> <p><b>Nature</b> Processing activities, such as storage, retrieval, analysing, data collection and data transfer will all be undertaken by the Company.</p> <p><b>Purpose</b> To supply goods, obtain credit reference checks, provide marketing services in order to improve the effectiveness of the Company’s marketing communications with its customers and provide customer services.</p>
<b>(B)</b>	Duration of the processing of Personal Data under these Terms	During the term of the contract and for 2 years after the completion of the contract.
<b>(C)</b>	Type of Personal Data processed under these Terms	Contact details (name, address, email address, phone numbers) and financial information.
<b>(D)</b>	Categories of data subjects of the Personal Data processed under these Terms	Past, present and prospective customers.