



Specific Product Warranty

ROOFBOX[®] Level 2 Product Warranty

Warranty period: **Twenty Years**

To apply for a Roofbox Level 2 warranty, please arrange for the Collaboration Agreement (page 2+3) to be filled in and signed by all parties, fill in the Table of Information and email to info@nicholsonsts.com for processing. Applications for Roofbox Level 2 warranty must be made prior to date of delivery of goods, otherwise a Roofbox Level 2 warranty will not be possible.

To validate the warranty once installation is complete, the warranty-holder's authorised signatory needs to sign and date the authorisation on page 4, and return to Nicholson for formal validation and warranty commencement.

COLLABORATION AGREEMENT	
<p>Nicholson provides a comprehensive guide for the M&E Contractor and Roofbox installer – the 'Roofbox Modular System Manual'.</p> <p>All Roofbox installations must comply with these guidelines to obtain a warranty.</p> <p>Roofbox Modular System Manual</p>	
PROJECT DETAILS	
Project Name:	
Project Address:	
Nicholson Quotation Number:	
(Nicholson quotation for the design, manufacture and supply of Roofbox products, including delivery to site complete with fitting instructions)	
PRINCIPAL CONTRACTOR	
Principal Contractor Name:	
Principal Contractor Co. Registration No.:	
Principal Contractor Trading Address:	
<u>Principal Contractor Responsibilities (Payment)</u>	
1.1	The Principal Contractor will provide Nicholson with an official purchase order for the Goods as identified in the Quotation citing the agreed payment terms and incorporating Nicholson's Terms & Conditions of Sale.
1.2	The Principal Contractor shall make payments to Nicholson for the manufacture and supply of goods as quoted in a timely and punctual manner
<u>Principal Contractor Responsibilities - (Design)</u>	
1.3	The Principal Contractor will provide accurate dimensional information to inform Nicholson designs, as required
1.4	The Principal Contractor will review and check Nicholson's approval drawings, dimensions and details providing feedback as necessary.
1.5	The Principal Contractor will review any revisions and provide confirmation for manufacture according to the dimensions and detailing shown
1.6	The Principal Contractor will provide information as required for any roofing or cladding weathering details that interface with the Roofbox for Nicholson to review and approve of
<u>Principal Contractor Responsibilities - (Related Works)</u>	
1.7	The Principal Contractor will carry out roofing works required to weather Nicholson kerb upstands where supplied
1.8	The Principal Contractor will carry out any further roofing or cladding works required to weather other interfaces between the roof and the Roofbox cabinet, if applicable
1.9	The Principal Contractor will be responsible for the engagement and payment of the Installation Subcontractor [and the M&E Subcontractor] under [a] separate contract[s].
1.10	Other Principal Contractor responsibilities: (please specify)
Signed below on behalf of the Principal Contractor to agree to all Principal Contractor responsibilities listed above (see 1.1-1.10)	
Principal Contractor Authorised Signatory Name:	
Principal Contractor Authorised Signatory Position:	
Signed: (Please use fill & sign or sign manually)	
Date:	

COLLABORATION AGREEMENT <i>(continued)</i>	
ROOFBOX INSTALLATION CONTRACTOR	
Roofbox Installation Contractor Name:	
Roofbox Installation Contractor Co. Registration No.:	
Roofbox Installation Contractor Trading Address:	
2 Roofbox Installation Contractor Responsibilities	
2.1	The Roofbox Installation Contractor will take delivery of the Roofbox products
2.2	The Roofbox Installation Contractor will complete the installation of the product according to the `Roofbox Modular System Manual` including without limitation:
2.2.1	Cutting the Roofbox panels neatly around the service penetrations, to the tolerances specified in the Roofbox Modular System Manual
2.2.2	Sealing the service penetrations to the Roofbox panels
2.2.3	Installing the weathering flashings making an effective seal to the panels and to the service penetrations (as applicable)
2.2.4	Installing the flexible flashing seals between the service penetrations and weathering flashings
2.3	Other Roofbox Installation Contractor responsibility. (please specify)
Roofbox Modular System Manual	
Signed below on behalf of the Roofbox Installation Contractor to agree to all Roofbox Installation Contractor responsibilities listed above (see 2.1 - 2.3)	
Principal Contractor Authorised Signatory Name:	
Principal Contractor Authorised Signatory Position:	
Signed: (Please use fill & sign or sign manually)	
Date:	

M&E CONTRACTOR	
M&E Contractor Name:	
M&E Contractor Co. Registration No.:	
M&E Contractor Trading Address:	
3 M&E Contractor Responsibilities	
3.1	The M&E Contractor will install M+E services in accordance with the Nicholson Roofbox Modular System Manual– Section 1 - Design and installation of mechanical services
3.2	The M&E Contractor will provide information on duct sizes and insulation thicknesses in time to enable a design and manufacturing schedule to be prepared for the flashings
3.3	The M&E Contractor will review and approve the services flashings in a timely manner
3.4	Other M&E Contractor Responsibility (please specify)
Roofbox Modular System Manual section 1:	
Signed below on behalf of the M&E Contractor to agree to all M&E Contractor responsibilities listed above – see 3.1 – 3.5	
Authorised Signatory Name:	

Authorised Signatory Position:	
Signed: (Please use fill & sign or sign manually)	
Date:	

EXCLUSIONS

4 Exclusions to the warranty - The following will be excluded from any warranty issued:

- 4.1.1 Vertical service penetrations through a Roofbox lid panel
- 4.1.2 Service penetrations that are inclined towards the Roofbox that cause water to track back towards the Roofbox
- 4.1.3 Service penetrations not installed in accordance with the Roofbox Modular System Manual

Roofbox Level 2 Warranty Cover Schedule

TABLE OF INFORMATION	
Name of warranty-holder:	
Address of warranty-holder:	
Warranty-holder authorised contact name:	
Warranty-holder contact no:	
Contact Email address:	
Project/contract name:	
Project address:	
Is project location within 2km of coast or saltwater estuary?	YES NO
If yes, please provide more details...	
Is project location in the vicinity of an oil refinery, industrial works or any facility that would give rise to adverse surface contaminants?	YES NO
If yes, please provide more details...	
Roofbox installer name:	
Roofbox installer address:	
Roofbox installer contact name:	
Roofbox installer contact no.	
Roofbox installer contact email address:	
Nicholson Invoice No's related to this project	

Warranty-Holders Authorised Signature:

(to be completed following completion of installation)

The undersigned certifies that all the details shown on this form are correct, that all installation on applicable projects is completed satisfactorily according to best practice, and pursuant to clause 9.4 of Nicholson's Conditions of Sale, requests an express Warranty in accordance with the specific details set out in this document.

Signed (on behalf of the warranty-holder)

(Please use fill & sign or sign manually)

Date:

Print Name:

Position:

NICHOLSON VALIDATION (Nicholson use only)	
Warranty period confirmed by Nicholson	
Limitations (If any)	
Validated by	
Signed (Please use fill & sign or sign manually)	
Position	
Validation date	

1.0 Warranty

- 1.1. This Warranty forms part of the Contract between Nicholson and the Buyer of Goods in accordance with paragraph 9.4 of Nicholson's Conditions of Sale.
- 1.2. Abbreviations as follows are used in this Warranty:
RSM = Roofing System Manufacturer
VCL = Vapour Control Layer
NFRC = National Federation of Roofing Contractors
SPRA = Single Ply Roofing Association
- 1.3. Definitions as follows are used in this Warranty:
- 1.3.1 "Buyer" means the person, company or firm who purchased the Goods from Nicholson pursuant to the Invoice and/or Order Acknowledgment specified on the Warranty Cover Schedule;
- 1.3.2 "Conditions of Sale" means the terms and conditions of sale of Nicholson as appended to this Warranty;
- 1.3.3 "Contract" means the contract order(s) between Nicholson and the Buyer (as more particularly described the Warranty Cover Schedule) pursuant to which the Buyer purchased the Goods;
- 1.3.4 "Force Majeure" means any event or cause beyond Nicholson's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without limitation acts of God, explosion, flood, fire or accident, war, terrorism, riot, civil disturbance, acts, regulations, or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, lock-outs or other industrial action, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, nuclear, chemical or biological contamination, natural disasters or adverse weather conditions;
- 1.3.5 "Goods" means those Nicholson manufactured roof products or systems described in the Warranty Cover Schedule, which Nicholson has supplied in accordance with the terms and conditions of the Contract and in respect of which this Warranty is given. For the avoidance of doubt the reference to "Goods" in this Warranty shall not extend to include any Third Party Products unless specifically referred to in the Warranty Cover Schedule;
- 1.3.6 "Invoice" means the invoice sent by Nicholson to the Buyer, following payment by the Buyer, specifying quantities, prices, payment status and delivery details in respect of the Goods
- 1.3.7 "Nicholson" means Nicholson STS Ltd - Company No. 12826317. Registered office and trading address - Unit 13, Wireless Station Park, Chestnut Lane, Bassingbourn, SG8 5JH.
- 1.3.8 "Order Acknowledgment" means the written acknowledgment of an order received by Nicholson from the Buyer, sent via email by Nicholson to the Buyer confirming quantities, prices, payment status and delivery details in respect of the Goods and appended to the Conditions of Sale;
- 1.3.9 "Primary Function" means the function which the product is intended to perform as set out in clause 2.2;
- 1.3.10 "Third Party Products" means any parts, materials or equipment used in the installation or fitting of, and/or as a fixture to, the Goods which are not themselves manufactured by Nicholson;
- 1.3.11 "Warranty" has the meaning given to it under clause 1.4;
- 1.3.12 "Warranty Period" means the period(s) confirmed by Nicholson on the Cover Schedule as a result of the Nicholson validation process, commencing on the date that the Goods were supplied to the Buyer, as shown on the invoice for the goods;
- 1.3.13 "Warranty Cover Schedule" means the Table of Information, Warranty-holders authorised signature and Nicholson Validation to which these warranty terms and conditions are appended.
- 1.4. Subject to the provisions of the Collaboration Agreement and these warranty terms and conditions, Nicholson warrants to the Buyer that during the Warranty Period the Goods will not fail structurally and will continue to perform their Primary Function (the "Warranty").
- 1.5. In the event of any failure of performance of the Goods covered by this Warranty, then provided a valid claim is notified in accordance with the provisions of this Warranty, Nicholson shall, without charge to the Buyer and subject to the other provisions of this Warranty, either (at Nicholson's sole discretion);

- 1.5.1. replace the defective Goods with new Goods or part thereof in question; or
- 1.5.2. repair and restore the Primary Function of the Goods in such a manner as deemed fit by Nicholson without charge to the Buyer (subject always to such repair obligation being limited to the cost of labour and materials only)

Nicholson reserves sole discretion to ascertain appropriate measures to support suitable rectification.

- 1.6. Nicholson shall have no further liability to the Buyer, whether for any direct or indirect costs, losses, damages or claims, and the Buyer's attention is specifically drawn to the provisions of clause 4.9 and clause 5.2.
- 1.7. Each warranty issued applies exclusively to the Goods supplied under the Contract. Any Nicholson product purchased under another contract requires a separate warranty request to be completed.
- 1.8. The Buyer's rights and entitlement to bring a claim or otherwise make recovery under this Warranty (and Nicholson's liability under this Warranty) shall be subject to the following having been satisfied (and remaining satisfied):
 - 1.8.1 all terms of the Contract (including terms of payment, and Nicholson's standard Conditions of Sale pertaining to the Goods) are fully observed and complied with by the Buyer;
 - 1.8.2 all product specific warranty terms and conditions set out in clause 2 are fully observed and complied with by the Buyer; and
 - 1.8.3 all general warranty terms and conditions set out in clause 3 are fully observed and complied with by the Buyer.
- 1.9 The Warranty is given by Nicholson in reliance upon and upon condition of the accuracy of the information provided by the Buyer. Any inaccuracy in such information provided by the Buyer shall result in Nicholson ceasing to be liable or having any responsibility under this Warranty.

2.0 Product Specific Warranty Terms and Conditions

- 2.1. ROOFBOX. References to ROOFBOX include all ROOFBOX Units included within the remit of the invoice(s) shown on the cover schedule
- 2.2. The primary function of the ROOFBOX unit is to provide a weatherproof cover over an opening in the roof structure when installed in accordance with the manufacturers fitting instructions, under normal conditions.
- 2.3. Specific Conditions relating to ROOFBOX products;
 - 2.3.1. The purchaser of the ROOFBOX Unit is deemed to have established that it is suitable and fit for purpose irrespective of any design proposal put forward by Nicholson.
 - 2.3.2. The method type and quantity of fixings used to fix the ROOFBOX cabinet to the building must be checked and approved by a competent structural engineer appointed by the purchaser/main-contractor/installer prior to installation taking into account local conditions, imposed loadings, wind loadings, uplift, building structure, adequacy of any fixing substrate and other relevant factors.
 - 2.3.3. The ROOFBOX Unit must be fitted by a competent person in accordance with the instructions supplied.
 - 2.3.4. It is the responsibility of the purchaser/main-contractor/installer to ensure that any pipes, cables, ducts or any mechanical services that penetrate the unit are supported in such a way that no weight load or stress load is borne by the ROOFBOX Unit. In addition it is the responsibility of the purchaser/main-contractor/installer to ensure that the flanges of any pipework or ductwork or any other part of the building or the building services do not conflict or clash with the Roofbox final weathering flashings or any other part of the Roofbox
 - 2.3.5. It is the responsibility of the purchaser/main-contractor/installer to ensure that any pipes, cables, ducts or any mechanical services that penetrate the Roofbox unit pass through the Roofbox wall elements in the cabinet penetrations zones and do not penetrate the lid of the Roofbox system
 - 2.3.6. It is the responsibility of the purchaser/main-contractor/installer to ensure that the Roofbox and/or other nearby building elements are positioned and arranged to ensure that all/any access that may be required for the installation or maintenance of the Roofbox or other building element is appropriately maintained
 - 2.3.7. It is the responsibility of the purchaser/main contractor/installer to ensure that any pipes, cables, ducts or any mechanical services that penetrate the unit are supported in such a way that water drains away from the ROOFBOX Unit and does not run along the services into the unit. In addition, it is a condition of this warranty that the outer surface of any pipes, cables, ducts or any mechanical services entering a Roofbox cabinet are fully weatherproofed and sealed. For the avoidance of doubt, any water ingress caused by water passing through an insulation layer or the inside of any pipes, cables, ducts or any mechanical services that enter a Roofbox cabinet is excluded from this warranty

- 2.3.8. Where the ROOFBOX/ROOFBOX Modular Units is used as a ventilation detail, weather louvres will provide Class C weather protection as standard. Under some weather conditions water may penetrate through these details. This does not constitute a breach of warranty.
- 2.3.9. It is the responsibility of the purchaser/main-contractor/installer to ensure that where any pipes, cables, ducts or any mechanical services penetrate the unit, penetrations are made in such a way as to ensure a weatherproof seal is made between the penetration and the Roofbox cabinet wall. This seal should be made as a matter of course and should be independent of any further weathering detail supplied by Nicholson such as weathering hoods and duct flashings. For the avoidance of doubt any failure caused by service penetrations not sealed to the Roofbox cabinet wall is expressly excluded from the warranty. Refer to the installation instructions for further details
- 2.3.10. It is the responsibility of the purchaser/main contractor/ installer to ensure that no dissimilar metals are in contact with the Roofbox unless adequate separation/isolation measures are employed. No claims for electrolytic corrosion will be valid.
- 2.3.11. It is the responsibility of the purchaser/main-contractor/installer to ensure that any interface of the Roofbox unit with other nearby, adjacent and abutting building elements including roofing membrane, parapets, abutments etc are detailed in such a way that the performance of the Roofbox Unit is not affected. Any damage caused by such occurrences is outside the provisions of this warranty.
- 2.3.12. It is the responsibility of the purchaser/main-contractor/installer to ensure that the Roofbox is installed in accordance with any prevailing conditions and regulations relating to the airtightness of the building. No claims relating to airtightness will be entertained.
- 2.3.13. It is the responsibility of the purchaser/main-contractor/installer to ensure that no elements are installed near to adjacent to or touching the Roofbox in any manner that detrimentally affects the ability of the Roofbox to resist water ingress into the building. In addition any sealing materials that are applied externally by third parties to the Roofbox cabinet and services are outside the scope of this warranty
- 2.3.14. The following will not be entertained as a basis for a claim and deemed excluded from this warranty:
 - 2.3.14.1. Any damage during transportation, lifting or handling once delivered to site
 - 2.3.14.2. Any part of the Roofbox enclosure being submerged in standing water
 - 2.3.14.3. Extreme, freak and abnormal weather conditions including build-up of freezing rain, ice, severe hail or snow
 - 2.3.14.4. Building movement caused by subsidence or earthquake
 - 2.3.14.5. Thermal performance being less than expected by the user
 - 2.3.14.6. Inability to obtain insurance due to materials used in manufacture
 - 2.3.14.7. Any emissions, smoke or fumes from the Roofbox in the case of a building fire
 - 2.3.14.8. Mastic seals installed in periods of inclement weather including very wet or hot conditions
 - 2.3.14.9. Extreme temperatures or conditions of services or other nearby elements
 - 2.3.14.10. Any performance issues due to the expansion/contraction of services, pipes, ducts, cables or any other property or behaviour of the pipes, ducts, cables that adversely affects the ability of the Roofbox to perform its primary function
 - 2.3.14.11. Wrong or differing construction dimensions of building different to drawings provided to Nicholson or site measurements taken
 - 2.3.14.12. Programme disruption by any issue relating to the Roofboxes including purchase and installation costs
- 2.3.15. Where ducts, pipes, services or any other item of mechanical electrical ventilation or plumbing equipment have been specified and/or supplied by a third party for off-site installation into the Roofbox Units, no claims for incorrect type/sizing/capacity will be entertained

3.0 General Warranty Terms and Conditions

3.1. Roof Construction

- 3.1.1. There must be no detectable moisture in the roof system during installation or at any time after installation. If there is water, moisture or interstitial condensation within the roof build-up, then the warranty is invalidated, see also 3.1.4.
- 3.1.2. There must be no chemical residue in the roof build up. If an existing roof structure has chemical residue, then the affected components must be removed prior to installing the new roof system.
- 3.1.3. The Goods are fully covered by our Warranty as long as all materials are new and approved for use in their applications by building control and regulations.
- 3.1.4. The waterproofing layer must be watertight and there must be no leaks in the roofing system for the Roofbox Warranty to be valid.
- 3.1.5. The particular roof installation where the products have been installed must be signed off and approved by any RSM for the Warranty to be held valid.

- 3.1.6. The Warranty is limited to the duration of the warranty provided by the RSM for that particular roof.
- 3.1.7. Condensation caused by incorrectly detailed roof constructions including the absence of a VCL at all points will invalidate the warranty.

3.2. Modifications

- 3.2.1. Any modification that materially affects the structural or waterproofing integrity of the ROOFBOX Unit will render the Warranty void.
- 3.2.2. Any further service penetrations must use the Roofbox flashings purchased from Nicholson and be installed in accordance with the Roofbox Installation Instructions.
- 3.2.3. The use of any fittings or flashings on a Roofbox installation not supplied by Nicholson will invalidate the Warranty.

3.3. Performance

- 3.3.1. The colour of all coloured, coated and uncoated parts and any other feature of the Goods or any feature of the coating or exterior surfaces of the goods is not essential to the integrity of their primary function and is excluded from this Warranty.
- 3.3.2. It is assumed that the necessary earthing for lightning is provided by others. No warranty claims will be entertained for damage by lightning or other acts of God.

3.4. Environment and Building use

- 3.4.1. Our Warranty fully covers roofs on buildings for residential and commercial use governed by any regulations in force concerning the well-being of the occupants. The external and internal roof environment must be safe for humans to work and live in with no extraction systems or breathing apparatus necessary. Outside of these conditions this Warranty is not valid but if required a project-specific Warranty may be able to be issued.
- 3.4.2. Our Warranty fully covers roofs on buildings for industrial use where the environment is equivalent to such use as stated in clause 3.4.1 and the materials used or stored are chemically inert. Outside of these conditions this Warranty is not valid. If required a project specific Warranty may be able to be issued.
- 3.4.3. If the goods are installed in a location within 2km of saltwater or oil refinery or industrial works or any facility or condition or atmospheric condition that may give rise to surface contaminants, the Warranty period is normally reduced to 5 years or other reduced period as advised by Nicholson at the time of validation as shown in the confirmed warranty period within the Nicholson validation section within the Cover Schedule
- 3.4.4. The Warranty cover is subject to a documented maintenance and cleaning regime as specified in section 6
- 3.4.5. The Warranty is only valid for buildings with a humidity class of Class 1 or Class 2 & 3 (BS 5250) Outside of these conditions this Warranty is not valid.
- 3.4.6. The Warranty is only valid for buildings with an internal temperature range -20°C to 50°C. Outside of these
- 3.4.7. conditions this Warranty is not valid but if required a project specific Warranty may be able to be issued.
- 3.4.8. There must be no change of purpose or use of the building on which the products are installed.

3.5. Routine Inspections

- 3.5.1. This Warranty is conditional on an inspection of the installation being carried out immediately following the completion of the installation and at six-monthly intervals thereafter during the remainder of the Warranty period as detailed in section 6
- 3.5.2. It is the responsibility of the Warranty holder to arrange all inspections and meet any inspection costs.
- 3.5.3. Documentation of these inspections and their results must be retained for the remainder of the Warranty period and be provided to Nicholson on request.
- 3.5.4. Any deterioration in the installation, whether due to the Goods supplied or not, must be reported to Nicholson immediately and opportunity provided for Nicholson to examine the condition of the installation.

- 3.5.5. Any repair necessary must be completed as soon as reasonably practical and the Warranty shall be suspended until such repair is complete.
- 3.5.6. Documentation of the repair must be retained for the Warranty period and provided to Nicholson on request.
- 3.5.7. Nicholson and/or its representatives shall be allowed free and safe access to carry out any actions which are their responsibility.

3.6. Storage of Products

- 3.6.1. The Buyer must ensure that the Goods are stored with all due care and that they do not suffer any damage or corrosion prior to installation.

3.7. Installation

- 3.7.1. The Goods must be installed by a competent installer in line with current good practice and in accordance with the Nicholson product installation instructions supplied.
- 3.7.2. The Goods must be installed in a workmanlike manner using reasonable care and skill so as to avoid damaging the products or the roof on which it is used.
- 3.7.3. The installer must examine each product before and during installation and reject any products which appear from visual inspection to be defective.
- 3.7.4. The Goods should be installed using appropriate fixings for the application having regard for the design loadings in each case.
- 3.7.5. Any penetration through a Roofbox cabinet must be made using a proprietary Roofbox services flashing kit supplied by Nicholson. Care should be taken to ensure that the structural integrity of the Roofbox cabinet is maintained and any cut edges are covered with a proprietary Roofbox flashing kit and not left exposed to the elements. Any such changes/additional penetrations should be listed in the routine general inspection logbook

3.8. Design

- 3.8.1. The design of the building and its structure and elements must be to the minimum standard of mechanical performance laid down from time to time in the appropriate Codes of Practice or Building Regulations. It is the Buyer's responsibility to ensure that this is so.
- 3.8.2. The design of the roof on which the Goods are used should be free draining, laid to falls and conform to current Codes of Practice and relevant Building Regulation in force at that time.
- 3.8.3. Any damage to the building or roof caused as a result of the Goods becoming submerged in water is excluded from the scope of this Warranty.
- 3.8.4. Third Party Products and any other materials used or present in the application and their effect on the performance of the Goods are not the responsibility of Nicholson. The designer and contractor are responsible for checking and verifying that the performance of the Goods will not be adversely affected by other materials used.

4.0 Limitations and Exclusions

- 4.1 Where the holder of the Warranty is not the same as the installer of the Goods, the Warranty will only apply for installations where the Warranty holder can confirm to Nicholson that the installation is satisfactory, and is able to provide on demand, proof that the installation methods and standards of the project have been approved.
- 4.2 This Warranty is conditional on the accuracy of the information about the installation provided to Nicholson at the time the Goods were supplied to the Buyer, and shall be void if any relevant information is found to be materially different to that provided to Nicholson.
- 4.3 Damage resulting from any attachment, extension, modification, alteration, repair or maintenance work to the installation shall render the Warranty void.
- 4.4 Nicholson shall only be liable under this Warranty provided written notice is given as soon as practicable after the alleged failure and in any event within 14 days of the date on which the owner or occupier of the building ought reasonably to have become aware of the alleged failure. Nicholson

must be allowed immediate access to the affected area and remedial work must not be carried out before being agreed in writing by Nicholson. This does not apply to any temporary weather proofing or temporary repair work necessary to prevent any escalation of damage to the roofing installation.

- 4.5 Nicholson's obligation under this Warranty in respect of rectification of defective Goods (as referred to in clause 1.5 above) is limited exclusively to restoring the defective Goods to meet the remaining length of the original Warranty Period. Accordingly the Warranty Period for any repaired or replaced product or parts shall be limited to the unexpired period for the original supplied Goods.
- 4.6 Nicholson shall not be deemed to be in breach of this Warranty by reason of any failure to perform any of Nicholson's obligations in relation to the Goods, nor liable for any consequences, if the failure was due to Force Majeure.
- 4.7 This Warranty does not extend to include any Third Party Products unless any such items are specifically referred to in the Warranty Cover Schedule. Unless otherwise specified in the Warranty Cover Schedule, Nicholson's liability for all Third Party Products supplied by it as part of the Contract shall be limited to the equivalent liability to Nicholson of the manufacturers or suppliers of such materials or services.
- 4.8 This Warranty is not assignable without Nicholson's prior written consent.
- 4.9 Nicholson shall have no liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, for any increased costs and expenses, for any loss of profit, business, contracts, revenues or anticipated savings, or for any special, indirect or consequential loss or damage of any nature whatsoever, provided always that Nicholson shall have no limit on its liability for death or personal injury caused by Nicholson's negligence or the negligence of Nicholson's employees.
- 4.10 Warranty is invalid in instances of wilful damage including the use of the Roofbox to gain forced or unlaw entry to the building.

5.0 General

- 5.1 This Warranty shall be governed by and construed in accordance with the Laws of England and Nicholson and the Buyer of the Goods submit to the exclusive jurisdiction of the English Courts.
- 5.2 Subject as expressly provided in this Warranty, all warranties, conditions or other terms implied by statute or common law or course of dealings are excluded to the fullest extent permitted by law. To the fullest extent permitted by law this Warranty is in lieu of all other specific warranties and conditions express or implied, and is exclusive and replaces all other warranties, conditions, representations and guarantees in relation to the Goods whether express or implied, whether by statute, at law, in equity or otherwise. Nothing in this Warranty shall exclude or limit Nicholson's liability for death or personal injury caused by its negligence.
- 5.3 If any provision of this Warranty is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Warranty and the remainder of the provision in question shall not be affected thereby.
- 5.4 This warranty is applicable to UK locations only. Any locations outside the United Kingdom will be considered only upon application and will not be covered by this warranty unless specifically agreed in writing by a director of Nicholson

6.0 Operation, Maintenance and Cleaning

- 6.1 The Roofbox is designed primarily to provide a weathered detail where ductwork, cabling and pipework penetrate the roof weathering layer. The Roofbox consists of an aluminium cabinet, manufactured to suit specific roof opening sizes, pre-insulated side and lid panels and individual weathering items for weathering protection to individual duct or pipework penetrations.
- 6.2 Roofbox products are supplied for assembly and installation on site by others. Any final checks and commissioning should be carried out by operatives in accordance with recommendation set out in the site-specific installation instructions.
- 6.3 At no time should the Roofboxes be used for access purposes. The Roofbox is not designed to take the weight of personnel. At no time should the Roofbox be used to support the weight of any personnel. Do not stand on Roofbox lids in any circumstances. The facilities management team must ensure that any building users/occupants are fully aware of this
- 6.4 Protective coverings to Roofbox panels and accessories should be removed as soon as possible following installation, preferably within 30 days of arrival on site. Extended periods of adhesion can leave residue on the surface of the panel when the protection is removed.

- 6.5 Any items damaged through accident or abuse once installed, can be ordered for replacement by contacting info@nicholsonsts.com and quoting the project name and Roofbox location number. Roofbox spares are not normally held as stock items, due to the bespoke nature of the design and lead times may vary according to material availability at the time of enquiry. On some occasions, depending on the requirement, whole cabinets may require replacement as these are supplied as pre-fabricated units.
- 6.6 To maintain the product in good condition, the facilities team responsible for the maintenance of the building must ensure that a surface-cleaning regime is implemented. All surfaces of Roofbox parts should be regularly cleaned with a mild detergent dissolved in water to remove any deposits or contaminant build-ups. In normal circumstances this cleaning process must take place at six monthly intervals. If the location is within 2km of saltwater or oil refinery or industrial works or any facility or condition or atmospheric condition that may give rise to surface contaminants, the surface-cleaning process must take place at three monthly intervals. All surface-cleaning events must be documented and recorded for each Roofbox location within a suitable logbook arranged by the facilities team using the template provided within Appendix A. It is a condition of this warranty that all names and contact details of personnel conducting this cleaning regime are recorded in this logbook and this logbook must be made available to Nicholson upon request. Each Roofbox location requires a Cleaning Log sheet which must be held on record within the building's Operation and Maintenance Manual
- 6.7 An initial inspection is required at building handover or when the facilities team commences the maintenance regime of the building. Further Routine general inspections are required at six monthly intervals to review the general condition of the Roofbox installation including inspecting the condition of all mastic seals, the integrity of seals around penetrations and to detect any potential issues before they become problematic. The checks required for an initial or routine inspection are detailed within the Roofbox Inspection Record Template at Appendix B of this document. All inspections must be conducted in accordance with these Appendix B checks and documented and recorded for each Roofbox location within a suitable logbook arranged by the facilities team. It is a condition of this warranty that all names and contact details of inspecting personnel are recorded in this logbook and this logbook must be made available to Nicholson upon request. A Roofbox Inspection Record Template should be printed and filled-in for each Roofbox location for every inspection. Completed Inspection Records must be held on record within the building's Operation and Maintenance Manual
- 6.8 Any future or additional penetration through the cabinets at a later date must be made using a proprietary Roofbox services flashing kit supplied by Nicholson. Care should be taken to ensure that the structural integrity of the Roofbox cabinet is maintained and any cut edges are covered with a proprietary Roofbox flashing kit and not left exposed to the elements. Any such changes/additional penetrations should be listed in the routine general inspection logbook
- 6.9 Any repairs to the Roofbox following damage through accident or abuse, should be carried out in a way which will complement the original installation. Replacement parts can be ordered by contacting info@nicholsonsts.com and quoting the project reference and Roofbox location number
- 6.10 When carrying out maintenance and repairs to the Roofbox which involve the removal of panels and/or lids, extra care should be taken to ensure the safety of personnel as this could expose openings through the roof which may not have any protection against falling to the lower levels. If any Roofbox parts are removed for maintenance or repairs, care must be taken to ensure these are not placed loose on the roof at any time, as parts can blow off the roof in conditions of high wind. Any loose parts must either be fixed down, or taken into the building interior until such time as they are fixed back into place
- 6.11 No known risks are associated with the disposal of Roofbox parts.
- 6.12 The facilities team must hold on record all project-specific drawings relevant to this installation, for reference if necessary

Appendix A. Roofbox Cleaning Log Template

Roofbox Cleaning Log	Location Reference
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A wash-down with clean water using a non-abrasive sponge, followed by another wash using a mild detergent additive must be carried out at appropriate intervals (see 6.6) and recorded below.

Ref	Date of Cleaning	Name of operative	Works completed satisfactorily	Items reported to management
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Roofbox Inspection Record Template	Location Reference
	Inspection Date.....

An inspection must be carried out by a competent member of the facilities maintenance team at appropriate intervals (see 1.7) and observations recorded below.

Inspection Checklist

Inspections should include, but not be limited to, the following items: Enter ✓, ✗, or N/A

General

- The location is clean and tidy, and good housekeeping is being observed
- Roofbox surfaces in good condition. No surface scratches or exposed aluminium
- All mastic seals in good state of repair/No loss of integrity with any mastic seals
- No leak, condensation or other issue is occurring in the building area beneath the Roofbox
- Other weathering arrangements at weathering interface points in good repair (if applicable)

Cabinet and Structure

- Roofbox securely fixed down to roof structure
- All fixing elements present and installed
- Roofbox lid and panels clean and undamaged with no scratches or holes other than planned penetration holes
- Any holes cut for planned penetration are touched up and no cut edges left exposed

Roofers works

- Weathering membrane present and correct to kerb upstands
- Weathering membrane present and correct over lid upturns at abutment locations (if applicable)
- Weathering membrane present and correct to custom flashings (if applicable)

MEP Service Routing

- Sufficient clearances present —above kerb/from parapet if appropriate
- Services fall slightly as they pass out of Roofbox cabinet so tracking-back of water is eliminated
- All services exit the cabinet in a horizontal plane to allow sealing in vertical plane
- Services exit the cabinet at 90 degrees to the face of the panel
- Outgoing services extend past the panels by at least 200mm to enable correct fit of final flashings

Final Weathering Seals

- All mastic seals present and adequately sealed as per spigot fitting instructions
- Outer flexible flashings present and properly installed
- Final mastic seals made to Roofbox lids and side panels (if appropriate)
- Gap-filling tolerances are appropriate—i.e. up to 10mm for mastic, up to 30mm for expanding foam
- Seals to any building elements made with sealant that is compatible to the element

Other Observations

.....

Name of inspector
Contact details
Notes

Nicholson – Terms & Conditions of Sale

This Contract is between the Buyer (as specified in the Invoice and/or Order Acknowledgment) and Nicholson STS LTD (as defined in these Conditions).

1.0 General

In these Conditions including the Invoice and/or Order Acknowledgment, unless the context otherwise requires, the following words have the following meanings:

"Nicholson": Nicholson STS LLP OC412006 registered in England and Wales as a limited liability partnership. Registered office address - Building 15, Gateway 1000, Stevenage, SG1 2FP of trading address, Unit 2, Regent House, Queens Road, Barnet, EN5 4DN.

"Buyer": the person, firm or company as specified in the Invoice and/or Order Acknowledgment who agrees to purchase the Goods from Nicholson and to whom Nicholson agrees to sell the Goods.

"Buyer Specification": the details (if any) set out by the Buyer in the Invoice and/or Order Acknowledgment.

"Conditions": the terms and conditions of sale of Nicholson set out in this document and include any special terms and conditions agreed in writing between the Buyer and Nicholson in accordance with the procedure set out in these Conditions.

"Contract": the contract for the purchase and sale of the Goods by the Buyer from Nicholson.

"Force Majeure": any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes, acts of God, war, terrorism, riot, civil commotion, armed conflict, breakdown of plant or machinery, nuclear, chemical or biological contamination, natural disasters, adverse weather conditions or default of supplies or subcontractors.

"Goods": the manufactured roof products, systems, or ancillaries which Nicholson is to supply to the Buyer in accordance with these Conditions, and as more specifically set out in the Invoice and/or Order Acknowledgment.

"Goods Price": the price for the Goods as agreed between Nicholson and the Buyer and specified in the Invoice and/or Order Acknowledgment.

"Invoice": the invoice sent by Nicholson to the Buyer, following payment by the Buyer, specifying quantities, prices, payment status and delivery details in respect of the Goods and to which these Conditions are appended.

"Order Acknowledgment": the written acknowledgment of an order received by Nicholson from the Buyer, sent via email by Nicholson to the Buyer confirming quantities, prices, payment status and delivery details in respect of the Goods and to which these Conditions are appended.

2.0 Basis of the Sale

2.1 Nicholson shall sell and the Buyer shall purchase the Goods for the Goods Price in accordance with these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 These Conditions apply to all supplies of Goods made by Nicholson to the Buyer unless a variation is expressly agreed in writing by a director of Nicholson and agreed in writing by the authorised representative of the Buyer.

2.3 Nicholson's employees or agents are not authorised to make any representations or warranties concerning the Goods.

2.4 Descriptions and illustrations of the Goods in Nicholson's publicity material, price lists and any other published materials are approximate and for general guidance only and do not form any part of the Contract between Nicholson and the Buyer.

2.5 Any typographical, clerical or other error or omission in any sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Nicholson shall be subject to correction without any liability on the part of Nicholson.

2.6 Any drawings, recommendation or suggestion relating to the use of the goods made by Nicholson whether in technical literature or in response to specific enquiry is given in good faith but it is the responsibility of the Buyer to satisfy itself as to the suitability of the Goods for their particular purpose and the Buyer shall be deemed to have done so.

2.7 Acceptance of the Goods (even if later rejected by the Buyer in accordance with these Conditions) shall constitute agreement by the Buyer to these Conditions and to the terms of the Contract.

3.0 Orders & Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by Nicholson and no contract shall come into effect between the parties unless and until confirmed and acknowledged in writing by Nicholson.

3.2 The Buyer shall be responsible for the choice of Goods specified in the Invoice and/or Order Acknowledgment and for ensuring the accuracy of the information given in the Invoice and/or Order Acknowledgment and for giving Nicholson any necessary further information relating to the Goods within a sufficient time to enable Nicholson to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Invoice and/or Order Acknowledgment.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Nicholson in accordance with a Buyer Specification, the Buyer shall indemnify Nicholson against all loss, damages, costs and expenses awarded against or incurred by Nicholson in connection with or paid or agreed to be paid by Nicholson in settlement of any claim for infringement of any patent or intellectual property rights of any other person which results from Nicholson's use of the Buyer's Specification.

3.5 Nicholson reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements, or which do not materially affect their quality or performance.

3.6 Where Nicholson manufactures a bespoke product, or the Goods are not of a standard size usually produced by Nicholson then the Buyer shall pay the Goods Price in advance of any acceptance of the order by Nicholson.

3.7 Goods quoted as ex-stock are subject to availability.

4.0 Prices

4.1 Nicholson reserves the right to alter prices quoted in price lists or other published materials at any time without notice.

4.2 Unless otherwise stated in writing, all listed prices and the Goods Price are exclusive of and therefore subject to the addition of VAT at the prevailing rate.

5.0 Terms of Payment

5.1 Goods must be paid for at the time of order, unless, at Nicholson's discretion, credit terms have been granted to the Buyer.

5.2 Where Nicholson has agreed to grant credit, payment must be made by the Buyer to Nicholson not later than 30 Days after the invoice date.

5.3 If the Buyer fails to pay the total of any sum due on the due date in accordance with clause 5.1 or clause 5.2, as the case may be, then Nicholson shall be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract between the Buyer and Nicholson) as Nicholson may think fit (notwithstanding any purported appropriation by the Buyer);

5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Bank of England's base rate, for the time being in force until payment in full is made with interest to be charged on a daily basis.

5.4 Nicholson will not exercise its right to cancel the Contract under clause 5.3 without first notifying the Buyer that he has failed to make payment in full in accordance with these terms of payment and allowing the Buyer three working days from the date of the notification to make the payment in full. Nicholson may give this notification in writing or orally.

5.5 If the Buyer makes payment late, then the estimated time for delivery of the Goods specified on the Invoice and/or Order Acknowledgment (if any) may be extended by Nicholson at its sole discretion and a new estimated delivery date may be notified to the Buyer.

5.6 The agreed credit limit will apply to all outstanding amounts at any point in time.

5.7 Credit terms granted to the Buyer may be withdrawn by Nicholson at any time without notice.

6.0 Deliveries

6.1 Despatch and delivery dates quoted are estimates only. Nicholson will make every effort to keep to them but accepts no liability for any financial or other loss or damage (whether direct or indirect) if delivery is delayed for any reason whatsoever.

6.2 Nicholson will arrange delivery of the Goods within the UK Mainland by means, at Nicholson's discretion, of ordinary Goods transport. The risk in the Goods will pass to the Buyer when they are loaded on to the transport (or are offloaded at their destination if Nicholson or its appointed agent is the carrier).

6.3 If the Buyer fails to take delivery of the Goods or fails to give Nicholson adequate delivery instructions at the time stated for delivery then, Nicholson may:

6.3.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.3.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage, insurance and selling expenses) charge the Buyer for any balance due to make payment up to the Goods Price.

6.4 Any claims for damage or loss in transit of the Goods shall be made verbally within 24 hours of delivery and in writing within 3 days of delivery or collection.

7.0 Nicholson Returns Policy

If you find you have over ordered or have excess products you may wish to return them to us for a refund. This page sets out the procedure and associated costs for returning products to us. Nicholson will, at its own discretion, make payment to the Buyer upon receipt of returned Goods subject to a product specific restocking charge. To arrange a return of Goods and subsequent refund a [Returns Form must first be completed](#).

All returns will be subject to the following conditions.

7.1 Where Goods are to be returned by the Buyer, the Buyer must notify Nicholson within 40 days of the Invoice or Order Acknowledgment date. Refunds can only be requested by and made to the original Buyer.

7.2 Within the restocking charge, Nicholson will arrange collection of the Goods from the address to which they were delivered or elsewhere as advised. It is our preference that Goods are collected from an office address. Missed or failed collections because of the Buyer not being present will be charged at £35.00 each.

7.3 The Goods must be clearly addressed to Nicholson and the Buyer is responsible for adequately packaging/protecting the Goods for transit so that they arrive in good condition. Goods lost or damaged in transit due to poor packaging by the Buyer will not be refunded.

7.4 Refunds can only be made for Goods that are received undamaged, in the condition in which they were originally received by the Buyer, and in a re-saleable condition.

7.5 Delivery charges and service charges on the original invoice are not refundable.

7.6 Where a quantity discount was given, the discounted amount will be chargeable if the revised Invoice or Order Acknowledgment value is below the threshold value for the relevant discount given.

7.7 No refunds can be made for bespoke products or Goods that have been customised or made to unique designs or sizes for the Buyer or where the Buyer has been advised that they are non-returnable. Such Goods will include but not be limited to. (1) AIRTRAK profiles folded to customer specific angles, (2) ROOFTRAK products which include a customer specific membrane. (3) ROOFTRAK products manufactured to a specific upstand height. (4) Non-standard ROOFBOX products that have been specifically designed for the customer.

7.8 Subject to the above conditions the restocking charge will be applied as below.

AIRTRAK Goods (30%), ROOFPORT Goods (30%), ROOFTRAK Goods (35%), ROOFBOX Goods (35%), Masterform Goods (30%).

Minimum restocking charge £50.00

7.9 Payment will be made by BACS at the end of the month in which the Goods were received back into stock.

8.0 Ownership of Goods

- 8.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the Goods shall remain Nicholson's sole and absolute property as legal and equitable owner until such time as Nicholson has received, in cash or cleared funds, payment in full of the Goods Price and all other goods the subject of any other contract agreed to be sold by Nicholson to the Buyer for which payment is then due.
- 8.2 Until such time as the Buyer becomes the owner of the Goods, the Buyer shall hold the Goods as Nicholson's fiduciary agent and bailee and shall properly store them on his premises separately from his own goods or those of any other person, protected and insured and readily identifiable as Nicholson's Goods.
- 8.3 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) Nicholson shall be entitled at any time to require the Buyer to deliver up the Goods to Nicholson and Nicholson shall be entitled to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.4 The Buyer 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 Nicholson.
- 8.5 Until payment due under all contracts between the Buyer and Nicholson has been made in full, in the event of sale of the Goods by the Buyer:
- Nicholson shall be entitled to trace all proceeds of sale received by the Buyer through any bank or other account maintained by the Buyer and;
 - The Buyer shall if requested by Nicholson in writing to do so assign its rights to recover the selling price of the Goods from third parties concerned.

9.0 Warranties and Liability

- 9.1 Subject to the conditions set out below, Nicholson warrants that at the time of delivery the Goods will correspond with their specification and will be free from defects in material and workmanship.
- 9.2 The above warranty is given by Nicholson subject to the following conditions:
- Nicholson shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer or any failure by the Buyer to comply with Nicholson's design and installation guidelines issued from time to time;
 - Nicholson shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Nicholson's instructions (whether oral or in writing), misuse, alteration or repair of the Goods without Nicholson's approval;
 - Nicholson shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Goods Price has not been paid by the due date for payment;
 - If the Buyer makes any alteration to any of the Goods without Nicholson's prior written approval then all warranties in the Goods either express or implied shall immediately become void.
- 9.3 The above warranty does not extend to parts, material or equipment incorporated in the Goods but not manufactured by Nicholson in respect of which the Buyer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to Nicholson.
- 9.4 Subject as expressly provided in these Conditions or to any express warranty or guarantee given by Nicholson in writing and which is expressed to be part of the Contract, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent possible.
- 9.5 The Buyer shall within 7 days of the arrival of each delivery of the Goods, notify Nicholson in writing of any defect by reason of which the Buyer alleges that the Goods delivered are not in accordance with the specification and which should be apparent on reasonable inspection.
- 9.6 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 9.7 Notwithstanding any other provision of these Conditions, neither party shall be deemed to be in breach of these Conditions, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Contract, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and time for performance of that obligation shall be extended accordingly.
- 9.8 If at any time Nicholson claims Force Majeure in respect of its obligations under the Contract with regard to the supply of the Goods, Nicholson shall, where possible, be entitled to obtain from any other person such quantity of the Goods as Nicholson is unable to supply and Nicholson shall be entitled to supply those goods to the Buyer and the Buyer shall not be entitled to reject those goods on the basis that they have not been manufactured by Nicholson.
- 9.9 As a condition precedent to any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification the Buyer shall notify Nicholson within 7 days after discovery of the defect or failure. If the Buyer does not notify Nicholson accordingly, the Buyer shall not be entitled to reject the Goods and Nicholson shall have no liability for any such defect or failure, and the Buyer shall be bound to pay the Goods Price as if the Goods have been in accordance with the Contract and any specification.
- 9.10 Where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods or a part of the Goods or their failure to meet specification is notified to Nicholson in accordance with these Conditions, Nicholson shall be entitled to replace the Goods (or the part in question) or at Nicholson's sole discretion, refund to the Buyer the Goods Price where all of the Goods are defective (or a proportionate part of the Goods Price where not all the Goods are defective) but Nicholson shall have no further liability to the Buyer.
- 9.11 Except in respect of death or personal injury caused by Nicholson's negligence Nicholson shall not be liable to the Buyer for any consequential loss or damage however caused which arises out of or in connection with the supply of the Goods or their use or sale by the Buyer, except as expressly provided in these Conditions, or any losses arising as a result of any third party bringing a claim in respect of any nature whatsoever.

- 9.12 Nicholson shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform, any of Nicholson's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Nicholson's control.
- 9.13 Nicholson's total aggregate liability arising out of, or in connection with the performance or contemplated performance of the Contract whether for negligence or breach of contract or any case whatsoever shall in no event exceed the value or replacement cost of the price paid or payable by the Buyer for the Goods which are the subject of the Contract. The Goods Price has been calculated on the basis that Nicholson will exclude or limit its liability as set out in these Conditions and the Buyer by placing an order agrees and warrants that it shall insure against or bear itself any loss for which Nicholson has excluded or limited its liability in these Conditions and Nicholson shall have no further liability to the Buyer.

10.0 Indemnity

- 10.1 If any claim is made against the Buyer that the Goods infringe or that their use or sale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, Nicholson shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim against the Buyer provided that:

10.1.1 as a condition precedent to the operation of this indemnity the Buyer notifies Nicholson of the claim (or threatened claim) within [five] working days of the Buyer becoming aware (or five days of when the Buyer should reasonably have been aware) of the claims;

10.1.2 Nicholson is given full control of any proceedings or negotiations in connection with any such claim;

10.1.3 the Buyer shall give Nicholson all reasonable assistance for the purposes of any such proceedings or negotiations and shall comply with Nicholson's requirements and instructions; and

10.1.4 Nicholson shall be entitled to the benefit of, and the Buyer shall accordingly account to Nicholson for, all damages and costs (if any) awarded in favour of the Buyer.

- 10.2 Where the Buyer uses the Goods:

a) In the manufacture or the supply of any other goods or;

b) In the provision of a service;

the Buyer shall indemnify and hold harmless Nicholson from and against all loss, damages, costs and expenses awarded against or incurred by Nicholson in respect of such use by the Buyer arising out of the manufacture, supply or distribution of those other goods or the provision of that service.

10.3 The Buyer shall indemnify and hold harmless Nicholson from and against all loss, damages, costs and expenses awarded against or incurred by Nicholson in respect of any warranty in respect of the Goods, howsoever given by the Buyer to a third party.

11.0 Insolvency of the Buyer

- 11.1 This clause applies if:

11.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

11.1.3 the Buyer ceases or threatens to cease, to carry on business; or

11.1.4 Nicholson reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then Nicholson shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12.0 Health and Safety

- 12.1 The Buyer shall ensure that due regard is given to the relevant requirements of all appropriate Health and Safety legislation in the handling and installation of the Goods. Such legislation includes, but is not limited to, the Health & Safety at Work Act 1974, Control of Lead at Work Regulations 1998, Lead and you: A guide to working safely with Lead, Manual Handling Operation Regulations 1992 (as amended), etc.

- 12.2 The Buyer will ensure that all relevant information and recommendations as referred to in 12.1 will be made available to and will be applied to the Buyers employees and contractors.

13.0 General

- 13.1 No waiver by Nicholson of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

- 13.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

- 13.3 The Contract shall be governed by the laws of England and Wales.

14.0 Data Handling

Nicholson will process personal data in accordance with its privacy policy which can be found on the company website.