

Wattrus Group Ltd

Terms and Conditions

Date: 26/02/2026

1. Definitions

- 1.1. "Company" means [Wattrus Group Ltd], its subsidiaries, and affiliates.
- 1.2. "Customer" means any company, firm, or individual purchasing goods or services from the Company.
- 1.3. "Goods/Services" means all products, materials, equipment, parts, or services supplied by the Company.
- 1.4. "Contract" means any agreement for the sale of Goods/Services between the Company and the Customer.
- 1.5. "Representative" means any employee or agent of either party.
- 1.6. "Specified Products" means supplier-specific items requested by the Customer.
- 1.7. "Generic Products" means general items supplied by the Company as part of a project.
- 1.8. "Critical Dates" means key dates required for performance, including delivery and installation. Critical Dates are estimates only unless expressly agreed in writing as binding.

2. General

- 2.1. These Terms apply to all sales contracts unless expressly varied in writing.
- 2.2. They prevail over any conflicting terms proposed by the Customer.
- 2.3. The Customer's statutory rights are not affected.

3. Quotations

- 3.1. For the Flooring Department - Quotations are valid for 12 months unless stated otherwise.
- 3.2. For the Soft Furnishings Department – Prices will remain fixed for a period of 30 days and job estimates information will be held for 90 days.
- 3.3. Prices are subject to adjustment for changes in tax, duties, or external costs.

4. Orders and Acceptance

- 4.1. No order is binding until accepted in writing by the Company.
- 4.2. Prices may be subject to review where there has been a significant increase in supplier costs, material prices, labour rates, NLW & NMW or where new products are specified. Any adjustment shall be notified in writing prior to implementation.
- 4.3. All prices are subject to confirmation through Site Survey/Check Measure.
- 4.4. Prices include the supply of all necessary materials required to carry out the work and the installation or fitting of those products.

- 4.5. The Company may reject any order at its discretion.
- 4.6. No order placed with The Company in pursuance of a tender or estimate given by the customer shall be binding unless and until it is accepted in writing

5. Delivery

- 5.1. Deliveries are made Monday to Friday, during normal business hours.
- 5.2. Risk passes to the Customer on delivery; title passes only upon full payment.
- 5.3. Delays beyond the Company's control shall not give rise to claims for damages.
- 5.4. Additional carriage charges may apply for orders below the minimum order value.

6. Site Access, Survey, and Installation (if applicable)

- 6.1. The Company will carry out site surveys only after formal acceptance of a quotation.
- 6.2. If no plans are available for quotation purposes, then a site survey will be carried out and The Company will be entitled to charge a fee.
- 6.3. Additional site visits due to delays, lack of access, or incomplete instructions may incur charges.
- 6.4. The Customer must provide safe access, power, and facilities at no cost.

7. Storage and Recall

- 7.1. If the Customer fails to take delivery, the Company may charge storage fees.
- 7.2. If installation cannot be completed due to Customer delays, the Company may charge recall fees.

8. Variations

- 8.1. Any variations to agreed specifications or pricing must be confirmed in writing by the Customer.
- 8.2. The Company is not obliged to proceed with variations until formal approval is received.
- 8.3. The Company will not be held responsible for any delays caused by the late issue of such instructions.

9. Offsite Materials and Interim Billing

- 9.1. Where projects are suspended for more than 20 days, the Company may invoice for work completed and materials purchased to date.

10. Rates and Price Reviews

- 10.1. We reserve the right to review our pricing on an annual basis. While a review may not necessarily result in a price change, we may adjust our prices at that time at our discretion.
- 10.2. In addition, any increases in the cost of products, materials, or third-party supplies incurred by us may be passed on to the Client. We will provide reasonable notice of any such price adjustments.

10.3. Excluding any act of parliament, order, regulation or instruction not in force at the date of the tender shall be charged to the customer as an adjustment to the tender price.

10.4. This clause shall not apply to fixed-price contracts unless expressly stated in writing.

11. Plant, Equipment, and Tools

11.1. The Company will provide all necessary tools and equipment.

11.2. Allowance for all plant, equipment and tools are deemed to be included in the quoted price.

11.3. The Customer must provide access to electricity, water, and other basic facilities including welfare facilities.

12. Project Notifications

12.1. The Company will notify the Customer promptly if:

12.1.1. specifications or approvals are overdue;

12.1.2. the installation date cannot be met;

12.1.3. the site is not ready;

12.1.4. a project requires recall;

12.1.5. a project is successfully completed.

13. Best Endeavours

13.1. The Company will use reasonable efforts to meet deadlines but does not guarantee delivery by any specific date.

13.2. The Company shall not be liable for delays caused by third-party suppliers or manufacturers.

13.3. The Company does not guarantee that any goods will be delivered by such date, and the company shall not be liable for any loss or damage of any kind.

14. Payment Terms

14.1. Invoices are issued upon completion or agreed milestones.

14.2. Payment is due within 30 days of invoice date unless otherwise agreed.

14.3. All prices are subject to VAT at the prevailing rate. Where applicable, the Domestic Reverse Charge for Construction Services will apply.

14.4. Interest may be charged on overdue amounts in line with the Late Payment of Commercial Debts (Interest) Act 1998.

15. Credit Management

15.1. Credit facilities are granted at the sole discretion of the Company and are subject to ongoing review.

15.2. The Company reserves the right to withdraw, reduce, or amend credit facilities at any time without prior notice.

15.3. The Company may require payment in advance or pro-forma payment where, in the Company's reasonable opinion, the Customer's financial position becomes unsatisfactory.

- 15.4. The Company may suspend the supply of goods or services where:
 - 15.4.1. Agreed credit limits are exceeded
 - 15.4.2. Payment terms are not met, or
 - 15.4.3. The Company reasonably believes there is a risk of non-payment.
- 15.5. Credit facilities may be withdrawn immediately if the Customer:
 - 15.5.1. Fails to make payment when due,
 - 15.5.2. Exceeds agreed credit limits and fails to remedy the position,
 - 15.5.3. Enters into insolvency, administration, liquidation, or a voluntary agreement with creditors, or
 - 15.5.4. Ceases or threatens to cease trading.

16. Set-Off

- 16.1. The Customer may not withhold or set off payments from other projects against disputed amounts.
- 16.2. The only deduction permitted from payments due shall be any agreed retention, applied strictly in accordance with the terms of this agreement.
- 16.3. No retention shall be applied unless it has been expressly agreed in writing between the parties prior to commencement of the works.
- 16.4. Any retention applied shall be limited to the percentage agreed in this contract and released in accordance with the retention provisions.

17. Claims and Defects

- 17.1. All claims must be made in writing to the Company's accounts manager.
- 17.2. The Company will remedy defective work or goods at its cost if proven faulty.
- 17.3. The Customer is responsible for ensuring products are fit for their intended purpose, unless specifically advised otherwise by the Company.

18. Warranty

- 18.1. The Company provides a two-year warranty for workmanship and generic products, subject to fair wear and tear from date of installation.
- 18.2. "Fair Wear and Tear" means deterioration resulting from normal and reasonable use of the item in accordance with its intended purpose, without negligence, misuse, accidental damage, or failure to properly maintain the item.
- 18.3. Specified third-party products are covered by their manufacturer's warranty only.

19. Indemnity

- 19.1. The Company indemnifies the Customer for loss or damage caused by its negligence while on site.
- 19.2. The Customer indemnifies the Company against misuse or improper application of products.

20. Cancellations

- 20.1. Orders may be cancelled at the Company's discretion.

20.2. The Customer must reimburse the Company for all costs, losses, or lost profit arising from cancellation.

21. Insurance

21.1. The Company shall maintain adequate insurance cover during the contract and provide certificates on request.

22. Confidentiality

22.1. Both parties shall maintain strict confidentiality regarding information shared under the contract.

23. Force Majeure

23.1. The Company shall not be liable for failure or delay due to events beyond its reasonable control (including strikes, fire, floods, or supply chain disruption).

24. Governing Law

24.1. This agreement shall be governed by the laws of [insert jurisdiction].

24.2. Disputes shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

25. Anti-Bribery and Corruption

25.1. Both parties shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010.

25.2. Neither party shall engage in any activity, practice, or conduct that would constitute an offence under such laws.

26. Modern Slavery and Human Trafficking

26.1. The Company shall comply with all applicable laws relating to modern slavery, human trafficking, and forced labour, including the Modern Slavery Act 2015.

26.2. The Customer shall ensure that any goods or services supplied by them to the Company are free from modern slavery practices.

27. Intellectual Property Rights

27.1. All intellectual property rights in any designs, site surveys, drawings, documents, or software created by the Company shall remain the exclusive property of the Company unless otherwise agreed in writing.

28. Product Specification Changes

28.1. The Company reserves the right to amend the specification of Goods where necessary to comply with applicable laws or regulatory requirements or where such changes do not materially affect the quality or performance of the Goods.

29. Retention of Title

29.1. Title to the Goods shall remain with the Company until payment in full has been received.

- 29.2. Until title has passed, the Customer shall:
- 29.2.1. hold the Goods on a fiduciary basis as bailee for the Company;
 - 29.2.2. store the Goods separately and keep them readily identifiable as the Company's property;
 - 29.2.3. not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;
 - 29.2.4. maintain the Goods in satisfactory condition and insure them against all risks for their full price.

30. Data Protection and GDPR

- 30.1. Both parties shall comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018.
- 30.2. The Company shall only process personal data in accordance with its Privacy Policy and solely for the purpose of fulfilling contractual obligations.

31. IT System Access

- 31.1. Where the Company requires access to the Customer's IT systems in connection with the Contract, the Customer shall provide secure access subject to its reasonable security policies.
- 31.2. The Company shall comply with the Customer's IT and data security requirements when accessing such systems.

32. Subcontracting and Assignment

- 32.1. The Company may subcontract any part of its obligations under the Contract but shall remain responsible for the acts and omissions of its subcontractors.
- 32.2. Neither party may assign or transfer any rights or obligations under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld.

33. Termination for Cause / Insolvency

- 33.1. Either party may terminate the Contract immediately on written notice if the other party:
 - 33.1.1. commits a material breach of the Contract and fails to remedy such breach within 30 days of notice;
 - 33.1.2. becomes insolvent, enters liquidation, or has a receiver appointed over its assets.
- 33.2. Termination shall be without prejudice to any rights or remedies accrued at the date of termination.

34. Limitation of Liability

- 34.1. The Company's total liability arising out of or in connection with the Contract shall not exceed the total contract value paid by the Customer.
- 34.2. In the event of cancellation, the Customer shall pay for:
 - 34.2.1. all work completed,

- 34.2.2. all materials ordered (including non-returnable items),
 - 34.2.3. reasonable administration costs,
 - 34.2.4. and a reasonable loss of profit.
- 34.3. Nothing in these Terms shall limit liability for death or personal injury caused by negligence, fraud, or any liability that cannot legally be limited.

35. Entire Agreement

- 35.1. These Terms, together with any documents expressly referred to herein, constitute the entire agreement between the parties and supersede any prior agreements or understandings.
- 35.2. Each party acknowledges that it has not relied on any representation not set out in these Terms.

36. Amendments

- 36.1. No amendment to these Terms shall be effective unless made in writing and signed by duly authorised representatives of both parties.

Acceptance of Terms

By placing an order, the Customer acknowledges and agrees to these Terms and Conditions.

For Wattrus Group Limited
Name: Andy Wattrus
Position: Managing Director
Date: 26/02/2026

For Customer
Name: _____
Position: _____
Date: _____