

PENTLAND DOMESTICS LIMITED

Standard Terms and Conditions

1. Scope

These Standard Terms apply to the supply of all products and services by Pentland Domestics Limited unless we otherwise agree in writing.

2. Agency

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

3. Use of third party contractors

We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We shall take all reasonable care in selecting and instructing a Third Party Contractor. However we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products.

4. Adequacy of instructions

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

5. Third part reliance

Our services are provided solely for the use of our client and that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.

6. Payment

We may require cash payment before providing any goods or services. Where we have agreed credit terms for you our invoices are due for payment 30 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date. Where we provide a product to you, if you cancel you must return the product to us, at your own cost, in its original condition.

7. Liability

Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage in contract, misrepresentation, restitution or otherwise, arising in connection with the performance of our services under these Terms and Conditions shall not exceed £2,000,000. Save as precluded by law, we shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our services or these Terms and Conditions.

8. Data Protection

We will use personal information which we hold about you to provide our services and products to you, for credit control and market research purposes. Except in the situations aforementioned or as required or allowed by law or other regulation, we shall not pass, disclose, rent or sell your personal information to any third party without your prior consent.

9. Customer services

If you are unhappy with any aspect of our service, please contact Pentland Domestics Limited at [www.pentlanddomestics.co.uk](http://www.pentlanddomestics.co.uk). Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

10. Changes to our Standard Terms

We reserve the right to make changes to these Standard terms from time to time.

11. Jurisdiction

Contracts between us will be concluded in the English language and our relationship with you will be governed by the law of Scotland and will be subject to the exclusive jurisdiction of the Scottish courts.

Pentland Domestics Limited registered office 4<sup>th</sup> Floor, 115 George Street, Edinburgh EH2 4JN registered in Scotland company number 432300