

Terms & Conditions of Sale - Folding Attic Stairs Ltd T/A Stira

1. INTERPRETATION

1.1. In these Conditions:

'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods and/or the Services or whose order for the Goods and/or the Services is accepted by the Seller.

'GOODS' means any goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions

'SELLER' means Folding Attic Stairs Ltd.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

'CONTRACT' means the contract for the purchase and sale of the Goods and/or the Services.

'SERVICES' means any services which the seller is to provide in accordance with these conditions

'WRITING' includes email, text and other comparable means of electronic communication.

'UNIT' means the individual item that is being sold to the Buyer and can refer to the Sellers main product, i.e. The Stira branded loft ladder or any of the associated parts and safety products.

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1. The Seller shall sell and the Buyer shall purchase the Goods and/or the Services and the Seller shall supply and the Buyer shall purchase the Goods and/or the Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to 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. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or the Services unless confirmed by the Seller in Writing. In entering into the contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods and/or the Services which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

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

3. ORDERS AND SPECIFICATIONS

3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods and/or the Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3. The quantity, quality and description of and any specification for the Goods and/or the Services shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4. If the Goods and/or the Services are to be manufactured or any process is to be applied to the Goods and/or the Services by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any

patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5. The Seller reserves the right to make any changes in the specification of the Goods and/or the Services which are required to conform with any applicable safety or other statutory requirements or, where the Goods and/or the Services are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE

4.1. The price of the Goods and/or Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods and/or the services are supplied for export from Ireland, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods and/or the Services otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging & insurance.

4.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5. The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5. TERMS OF PAYMENT

5.1. Payment depends on the type of supply of goods, that is;

5.1.1 Balance or full payment is due strictly on completion of the fitting service. The Seller's employee's are equipped to: 1. process payment by card, 2. accept cash or cheque, 3. Facilitate a call to the office for office staff to process a customer payment, or 4. Send a payment link, once the fitting has been completed where the fitting service has been supplied in addition to the goods supplied. Receipts for payment will be issued only upon request.

5.1.2 Payment in advance of supply where the goods are purchased supply only. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods and/or the Services before delivery of the Goods where the Goods are to be supplied only, unless the Goods and/or the Services are to be collected by the Buyer in which case the Buyer can pay for the Goods on collection.

5.2. Where the Buyer has an account in place The Buyer shall pay the price of the Goods and/or the Services within 30 days of the date of the Seller's invoice, unless otherwise agreed in writing, notwithstanding that delivery may not have taken place and the property in the Goods and/or the Services has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.4. cancel the contract or suspend any further deliveries to the Buyer;

5.5. appropriate any payment made by the Buyer to such of the Goods and/or the Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.6. charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per

cent per annum above Central bank of Ireland's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.7. Payment preferably made by bank transfer, credit or debit card transaction. We reserve the right to apply an administration fee for any cheque receipts.

5.8 Where production of goods is required to facilitate a Buyers order the Buyer agrees to pay the deposit amount of 50% of the total vat inclusive price of the Goods as quoted. This deposit amount is non-refundable. The deposit paid can be offset against another product should the buyer cancel the original order provided the cancellation is given in writing with at least 14 days notice of the proposed delivery of Goods and/or services.

6. DELIVERY

6.1. Delivery of the Goods and/or the Services shall be made by the Buyer allowing delivery of the Goods and/or the Services in the time frame specified and agreed between the Buyer and the Seller. The Buyer agrees to collect/accept delivery of goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods and/or the Services are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods and/or the Services to that place.

6.2. Delivery notes/work docket bearing the signature of the Buyer, his servant, agent or representative, shall be conclusive evidence of receipt of Goods and/or the Services described thereon.

6.3. Any dates quoted for delivery of the Goods and/or the Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods and/or the Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.4. Where the Goods and/or the Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5. If the Seller fails to deliver the Goods and/or the Services for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods and/or Services to replace those not delivered over the price of the Goods and/or the Services.

6.6. If the Buyer fails to take delivery of the Goods and/or the Services or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

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

6.8. sell the Goods and/or the Services at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

6.9. Goods and/or Services supplied, may not be returned for credit without the Written consent of the Seller and any Goods and/or Services which are returned without such consent may be refused. A handling charge and/or restocking fee of Up to 50% of the goods returned may be charged on receipt and subsequent inspection of goods. Note that any deposits paid on items such as this are non refundable.

6.10. Goods and/or Services supplied which are static sensitive, and, consumable Goods supplied, except for when a fault is discovered which could not have been discovered otherwise than by unsealing the goods may not be returned.

RISK AND PROPERTY

6.11. Risk of damage to or loss of the Goods and/or the Services shall pass to the Buyer:

6.12. in the case of Goods and/or Services to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods and/or the Services are available for collection; or

6.13. in the case of Goods and/or Services to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods and/or the Services, the time when the Seller has tendered delivery of the Goods and/or the Services.

6.14. Notwithstanding delivery and the passing of risk in the Goods and/or the Services, or any other provision of these Conditions, the property in the Goods and/or the Services shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and/or the Services and all other

Goods and/or Services agreed to be sold by the Seller to the Buyer for which payment is then due.

6.15. Until such time as the property in the Goods and/or Services passes to the Buyer, the Buyer shall hold the Goods and/or Services as the Seller's fiduciary agent and bailee, and shall keep the Goods and/or the Services separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods and/or the Services in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods and/or the Services, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

6.16. Until such time as the property in the Goods and/or the Services passes to the Buyer (and provided the Goods and/or the Services are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods and/or the Services to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods and/or the Services are stored and repossess the Goods and/or the Services.

6.17. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods and/or the Services which remain the property of the Seller but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

Damage

6.18 All claims of property damage which the Buyer claims is caused by the Seller's representative during the installation process must be highlighted to the Seller's representative on the day the work is carried out. It is company policy that the property owner is present at the time of the installation, however the property owner can nominate a suitable person to be present in their absence.

6.18.1 Where the buyer (homeowner / property manager) is not available on the day to view the completed works they must nominate a representative to inspect the area following completion of works and sign the work docket to signal the work has been completed. This person must be over the age of eighteen.

6.18.2 Where the buyer fails to nominate a suitable person to inspect the area following completion of works, the buyer is thereby waiving any right to make a claim of damage under the circumstances, unless the damage is classed as being severe structural damage which can be proven as non-existent prior to the installation. The Seller reserves the right to inspect the claim of damage with the Seller's representative who completed the works on the day & a nominated consultant engineer where deemed necessary.

6.18.3 The Seller's representative must be given access to view the reported damage, take pictures of reported damage and reply to the allegation of damage made by the Buyer.

6.18.4 The Seller's representative reserves the right to point out what they consider to be pre-existing damage in the vicinity of the installation location prior to commencing any work & take pictures to highlight the pre-existing condition with a view of dismissing any potential future claim.

6.18.5 It is the Seller's view that when the Buyer signs the document and pays the quoted price that was pre-agreed between the 2 parties that the Buyer is accepting the work is completed to their satisfaction. No further claim can be made on damage after this point. No discount or refund will be offered at this point.

Damage Classification and Determination Methods

6.19 Where damage is identified by the Buyer & agreed by the Seller as caused by the Seller's representative, the following considerations will be used to determine what, if any remediations will be made by way of compensation. **A tool for measuring the diameter** of scuffs & scrapes is used by the Seller's representative to determine the type of damage and its classification.

6.19.1 Minor scuffs or scrapes which would fall under the heading of **reasonable wear & tear** or **visually insignificant** will not be classed as damage when it is under a minimum diameter and /or length. Anything less than 1 cm is considered minor and no offer of compensation will be made.

6.19.2 Major scuffs or scrapes which are over the minimum diameter but less than the maximum permitted diameter for this class will be classed as **minor surface aesthetic damage**. A 5% discount will be offered in these cases.

6.19.3 Minor dents, gouges or impressions will be measured by a scale of depth, where the minimum perceived depth of the area claimed to have been damaged must be at least 3mm. Any impressions which are less than the minimum perceived depth of the area will be classed as **reasonable wear & tear** or **visually insignificant**, i.e. it will not be classed as damage and no offer of compensation will be made.

6.19.4 Major dents, gouges or impressions that are more than the minimum depth but less than the maximum depth will be classed as **minor integral damage**. A 10% discount will be offered in these cases.

6.19.5 **Minor structural damage** is defined by the need to repair or reinforce structural supports, such as beams, joists, trusses or parts of construction, fixtures & fittings such as;
Windows - including frames, sills but not to include: curtains, curtain rails, curtains ties, pelmets, blinds.
Doors - including frames, saddleboards, handles but not to include: surface coating, decorative fixtures.
Walls - including architrave, trims but not to include: paintings, hangings.
Ceilings - to include coving, plaster but not to include paint integrity in the immediate area around the opening, Lathe & Plaster type coatings, area which is removed to facilitate the installation of the Stira unit.
Stairways - to include bannisters, stair lifts but not to include: surface coatings, decorations.
An independent assessment will determine whether the damage falls into this category or the category below. A disagreement between the Buyer and the Seller on the determination of the independent assessor may lead to the Seller dismissing the claim outright which may force the Buyer to initiate legal proceedings or make an application to submit a claim directly to our Insurance providers.

6.19.6 **Major structural damage** is defined by the need to replace any of the items mentioned in 6.19.5. Such major structural damage will be determined by an independent assessor as appointed by either the Seller or the Insurance company depending on the nature of the claim.

7. LIABILITY

7.1. Subject as expressly provided in these Conditions, and except where the Goods and/or the Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.2. The Buyer shall test all Goods and/or Services supplied to ensure that they are of the quality and standard required by the Buyer, and the Buyer shall not engage in any production process of which the Goods and/or the Services (or any part of them) forms part until the Buyer has completed its investigations in this respect.

7.3. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or the Services or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and/or the Services and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods and/or the Services had been delivered in accordance with the Contract.

7.4. Where any valid claim in respect of any of the Goods and/or the Services which is based on any defect in the quality or condition of the Goods and/or the Services or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods and/or the Services (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods and/or the Services (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

7.5. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Services or their use or resale by the Buyer, except as expressly provided in these Conditions.

7.6. The Seller 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 any failure to perform, any of the Seller's obligations in relation to the Goods and/or the Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

7.7. Act of God, explosion, flood, tempest, fire or accident;

7.8. war or threat of war, sabotage, insurrection, civil disturbance or requisition;

7.9. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

7.10. import or export regulations or embargoes;

7.11. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

7.12. difficulties in obtaining raw materials, labour, fuel, parts or machinery;

7.13. power failure or breakdown in machinery.

7.14. Where employees of the Seller are to be employed on the Buyers premises, the Buyer will indemnify the Seller against any liability whatsoever relating to such employees

8. INSOLVENCY OF BUYER

8.1. This clause applies if:

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

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

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

8.5. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

8.6. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller 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 and/or the Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

9. EXPORT TERMS

9.1. Where the Goods and/or the Services are supplied for export from Ireland the provisions of this clause shall, subject to any special terms agreed in Writing between the Seller and the Buyer apply notwithstanding any other provision of these conditions.

9.2. The Buyer shall be responsible for complying with registration regulations governing importation of the Goods and/or the Services into the Country of destination and for payment of any duties thereon.

9.3. The Seller shall, at the Buyers expense make arrangements for the Goods and/or the Services to be exported from Ireland by using its reasonable endeavours to arrange space on an aircraft or ship and making delivery of the Goods and/or the Services to the ship or aircraft, exporting the Goods and/or the Services and insuring the Goods and/or Services up to the point of loading the Goods and/or the Services on such aircraft or ship and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

9.4. All payments to be made by the Buyer shall be made by payment in Euro to such branch of Bank of Ireland as may be specified by the Seller.

9.5. All payments by the Buyer under this Agreement shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges, levies or otherwise howsoever).

10. GENERAL

10.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party as its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.2. No waiver by the Seller 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.

10.3. 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.

10.4. Goods and/or Services sold by the Seller may not be used in equipment and/or products for use in any life support system, nuclear installations or aircraft without prior Written consent of the Seller

10.5. The Contract shall be governed by the laws of Ireland.

11. GDPR COMPLIANCE

11.1. Please see our privacy policy on our website at:- <https://www.stira.com/privacypolicies/>

11.2 The Seller's privacy policy should be read & understood in connection with our GDPR compliance policy.

11.3 In order to process an order for Goods and/or Services from the Buyer, the Seller will be required to obtain essential information from the Buyer in order to facilitate a delivery of Goods and/or Services.

11.3.1 Essential information includes but is not limited to; The Buyers name, address for delivery or supply of Goods and/or services, a reliable method of contact such as a phone number and email address.

11.4 The Seller is required to correctly, lawfully & securely store this information for the purpose of provision of Goods and/or Services.

11.5 Where the Buyer cancels their order outright, we will endeavour to delete all information relating to the Buyer within 30 days of the order cancellation.

11.6 Where a Buyer has received a quotation or estimate in relation to provision of Goods and/or Services but does not proceed with the purchase at that time, we reserve the right to use the information provided to contact the Buyer after a period of time (within a 6 month period) to enquire if they are ready to proceed with the purchase. The aim of contacting the Buyer is to determine if the Buyers information should be held on file where the Buyer will proceed with the purchase at some time in the future or if the Buyers details should be deleted from the Sellers order system in line with GDPR regulations.

11.7 The Seller provides a 10 year parts guarantee on the Stira branded loft ladder. The terms of this guarantee dictates that the unit is covered for all replacement parts the period of 10 years after the initial fitting date provided it is not moved from its original fitting location. In order to ensure a units integrity in this regard we will consider it necessary to hold the fitting address of a unit for a minimum period of 10 years. Once a unit is out of guarantee the Buyer may delete the address also. The information can still be held in paper format once they are held securely & correctly - examples of such paper format information include work dockets, order forms, sales invoices.

11.8 With the exception noted above, we will delete all information relating to a Buyer at their request in writing. The information relating to a Buyers name, contact details or any other information relating to a Buyer that is not considered relative to the fitting will be deleted if requested & the Buyer will be notified in writing once the process of removing their personal details has been completed.

12 SAFE WORKING SPACE

12.1 In order for the Sellers representatives to complete their work commitments they must be able to access the work space safely. The area where the Sellers representative is working is considered a work space for the duration of the work being carried out by the Sellers representative in order to fulfil the order of the Buyer.

12.2 It is the responsibility of the Buyer to ensure the area where the Sellers representative is expected to work is reasonably clear of clutter, is sheltered, well lit & adequately ventilated.

12.3 It is the responsibility of the Buyer, In the interest of the safety of all individuals concerned, to restrict access by all others, including pets, to the work space while the Sellers representative is working.

12.4 It is the responsibility of the Buyer to ensure all electrical wiring, conduit or any other electrical equipment stored in the loft space is properly grounded, plugged in or strapped securely in order to avoid the Sellers representative being electrocuted in the course of their work.

12.5 It is the responsibility of the Buyer to advise the Seller or the Sellers representative in advance of the commencement of work of any conditions which may render the work space unsafe for the Sellers representative. The Seller and or the Sellers representative may refuse to enter the premises, or to complete the work, should the premises be found to be unsafe during the course of the work being carried out.

12.6 It is the responsibility of the Buyer to advise the Sellers representative of the presence of asbestos in the ceiling structure where an installation is requested. The Sellers representative may assess the ceiling independent of the Buyers advice and determine that there is a presence of asbestos, in this instance it is the Buyers responsibility to prove or disprove the presence of same, should it be proven to be present it is the responsibility of the Buyer to ensure the opening is cut or altered by a company registered to work with asbestos safely or the ceiling is replaced with a suitable plasterboard ceiling prior to the installation.

13 CASH HANDLING POLICY

13.1 The Sellers representatives under the job roles of Fitter/Installer or Telesales/Sales are authorised by the Seller to handle cash payments in the form of cash, cheque and/or credit/debit card under an individual value of €2000 per sale.

13.2 The Sellers representatives under the job roles of Accountant, Account/Office Manager or Financial Director (including managing directors) are authorised by the Seller to handle cash payments of any value by any means whether electronic or otherwise.

13.3 Receipts are issued on request. The Seller is required to keep records of all payments relating to a Buyers purchase of Goods and or Services from the Buyer for a period of 6 years from the completion date of the provision of Goods and or Services.

13.4 Where a payment has been made by way of Cheque, the Buyer cannot request a refund for a all or part of the payment until such time as the cheque clears in full the bank of the Seller.

13.5 All cash receipts are deposited in the Sellers bank or financial institute on a regular basis to avoid cash being held onsite. Any Buyer requesting a refund of cash in notes, can request so provided they have paid in

cash & may be subject to a waiting period in order for the Seller to withdraw cash from a financial institute and deliver it to the Buyer. This does not affect the consumer rights of the Buyer.