

LINDNER INTERIORS LIMITED (LIL)**MATERIAL CONDITIONS**

Relating to all works carried out by the Seller for
LINDNER INTERIORS LIMITED

Lindner Interiors Limited

317 Putney Bridge
Road, London,
London, England,
SW15 2PG

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Terms and Condition to

Apply Between:

LINDNER IN|TERIORS LIMITED (Company Registration Number **00791017**) whose registered office is at 317 Putney Bridge Road, London, London, England, SW15 2PG ("LINDNER INTERIORS")

and

The Seller identified in the Order (the "Seller")

Background

Contracts for the supply of goods.

These Conditions together with the Order form the Contract between Lindner Interiors and the Supplier (the "Contract")

Whereas,

- A. Lindner Interiors has been employed to carry out the Works.
- B. Lindner Interiors requires the Goods to be supplied for incorporation in the Works.
- C. If required by the Order or if a necessary part of providing the Goods, Lindner Interiors requires the Seller to perform the Services related to the provision of the Goods.
- D. Lindner Interiors wishes to engage the Seller, and the Seller is willing to supply the Goods and, if applicable, the Services in accordance with the terms of the Contract.

Now it is hereby agreed as follows:

1 Definitions

- 1.1 In the Contract the following words shall have the following meanings:
 - 1.1.1 "**BR Client**" shall mean the client for Building Regulation purposes in accordance with the Building Safety Laws;
 - 1.1.2 "**BR Principal Contractor**" shall mean the person appointed as the Building Regulations principal contractor in respect of the Works in accordance with the Building Safety Laws and as named in the Order or as notified to the Seller or any replacement as notified to the Seller;
 - 1.1.3 "**BR Principal Designer**" shall mean the person appointed as the Building Regulations principal designer in respect of the Works in accordance with the Building Safety Laws and as named in Order or as notified to the Seller or any replacement as notified to the Seller.
 - 1.1.4 "**Building Information**" shall mean the meaning given to it in the Building Regulations.
 - 1.1.5 "**Building Regulations**" shall mean the Building Regulations 2010 (SI 2010/2214) as amended.
 - 1.1.6 "**Building Safety Laws**" means:
 - The Building Safety Act 2022
 - The Defective Premises Act 1972
 - The Building Act 1984
 - The Building Regulations
 - the Building (Higher-Risk Building Procedures)(England) Regulations 2023 if applicable;
 - The Building Regulations etc (Amendment) (England) Regulations 2023
 - The Building (Amendment) Regulations 2018
 - Health and Safety at Work etc Act 1974
 - Fire Safety Act 2021
 - The Fire Safety (England) Regulations 2022 (if applicable)
 - Regulatory Reform (Fire Safety) Order 2005
 - Any other secondary or subsidiary legislation enacted pursuant to or otherwise stemming from the aforementioned instruments and any guidance issued by a government department, the building safety regulator, or the Health and Safety Executive in connection with the same.
 - 1.1.7 "**Conditions**" shall mean paragraphs 1 to 26 of this document and any documents referred to therein.
 - 1.1.8 "**Construction Product Regulations**": the UK version of Regulation (EU) No 305/2011 as it forms

part of English Law and under the European Union (Withdrawal) Act 2018 and the Construction Products Regulations 2013(SI 2013/1378

1.1.9 **“Contract”** shall mean the Order and any documents referred to or attached thereto and these Conditions;

1.1.10 **“Controlled Change”** shall mean the meaning given to it in The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.11 **“Data Privacy Laws”** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications), including the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority applicable to a party.

1.1.12 **“Delivery Address”** shall mean the place where the Goods delivered as specified in the Order or by Lindner Interiors from time to time.

1.1.13 **“Documents”** means all designs, drawings, documents, reports, records, specifications, calculations, models, plans, design details, photographs, brochures, notes of meetings, data, databases, CAD material, electronic documents, schedules, models, test results, certificates and any other materials (in any medium) and all updates, amendments, additions and revisions to them prepared by or on behalf of the Seller as part of the Services or in relation to the Goods.

1.1.14 **“Dutyholder”** shall mean the BR Principal Designer, the BR Principal Contractor, the BR Client and any other designers or contractors and any replacement thereof to whom Part 2A of the Building Regulations 2010 applies in respect of the Works.

1.1.15 **“Fire and Emergency File”** shall mean the meaning given to it in The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.16 **“Gateway One”** shall mean the gateway forming part of the Gateway Regime that occurs at the planning application stage that requires the BR Client to submit a fire statement with a relevant application for planning permission for the Works.

1.1.17 **“Gateway Two”** shall mean the gateway forming part of the Gateway Regime that occurs prior to construction works commencing and that requires, amongst other things, an application being submitted for approval by Regulator.

1.1.18 **“Gateway Three”** shall mean the gateway forming part of the Gateway Regime that occurs prior to completion and occupation of the Works, where the Regulator requires an application before assessing whether the Works has been carried out in accordance with Building Regulations and certifying the Works comply with the Gateway Three requirements.

1.1.19 **“Gateway Regime”** shall mean the regime which applies to a Higher Risk Building introduced pursuant to the Building Safety Act 2022 by way of secondary legislation and all regulations and guidance issued thereunder.

1.1.20 **“Golden Thread Facility”** shall mean the electronic facility to be created and maintained and reviewed by the relevant party for the purpose of holding the Golden Thread Information in accordance with The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.21 **“Golden Thread Information”** shall mean the information required to be provided and updated regarding the Works (if the Works are part of a Higher Risk Building) as is prescribed by the Building Safety Laws.

1.1.22 **“Golden Thread Procedure”** shall mean the procedure which applies to the Golden Thread Information and which is set out in a document attached to or referred to in the Order or provided to the Seller and as may be updated from time to time .

1.1.23 **“Goods”** shall mean any materials, plant, equipment or other goods to be purchased by Lindner Interiors from the Seller (including any part or parts of them) which are more particularly described in the specification attached to the Order;

1.1.24 **“Higher Risk Building”** shall mean is any building which contains two or more dwellings and is 18m in height or 11 or more stories as further defined as a higher risk building in the Building Safety Laws.

1.1.25 **“Higher-Risk Building Work”** shall mean the meaning given to it in the Building Act 1984.

1.1.26 **“Intellectual Property Right”** means patent, registered or unregistered design, industrial design, copyright, trade mark or trade name, trade secret or other proprietary right.

1.1.27 **“Losses”** means any claims, direct or indirect damages (including but not limited to damages levied on Lindner Interiors under the Subcontract, increased labour charges and increased costs of performing the Works under the Subcontract).

1.1.28 **“Major Change”** shall mean the meaning given to it in The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.29 **“Mandatory Occurrence Reporting Plan”** shall mean a plan describing the Mandatory Occurrence

Reporting System as defined by The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.30 **"Mandatory Occurrence Reporting System"** shall mean the mandatory occurrence reporting system as defined by The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.31 **"Notifiable Change"** shall mean the meaning given to it in The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

1.1.32 **"Order"** shall mean Lindner Interiors' written instruction to the Seller to supply the Goods and/or the Services, attaching and/or incorporating these Conditions and any other documents attached to or specified in the Order;

1.1.33 **"Personal Data"** has the meaning as defined in the Data Privacy Laws.

1.1.34 **"Price"** shall mean the price of the Goods and/or the Services as more particularly set out in the Order;

1.1.35 **"Regulator"** shall mean the building control officer under Building Regulations or the Building Safety Regulator as defined by the Building Safety Act 2022.

1.1.36 **"Seller"** shall mean the person, firm, or company who is further described as such in the Order;

1.1.37 **"Serious Sanction"** has the meaning given to it in the Building Safety Laws.

1.1.38 **"Services"** shall comprise any design, specification, advice on the selection of Goods or installation of Goods to meet a performance criteria or specifications, adaption of Goods to co-ordinate the Goods with the Works and / or other services the Seller agrees to supply to Lindner Interiors pursuant to or in connection with any Goods whether or not the same are described in any Order or are as a matter of fact performed by the Seller or are required pursuant to any instruction issued by Lindner Interiors Limited;

1.1.39 **"Subcontract"** means the contract between Lindner Interiors and another party in which Lindner Interiors has agreed to provide the Works.

1.1.40 **"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205 (1) of the Data Protection Act 2018;

1.1.41 **"Variation"** means a change in the quality, quantity or design of the Goods as described in the Contract.

1.2 In these Conditions:

1.2.1 references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires; and

1.2.2 the headings are for clarity only and will not affect the construction of these Conditions.

1.2.3 Any reference to any enactment includes any subordinate legislation made under that enactment and any statutory consolidation, re-enactment, amendment or replacement of that enactment.

2 Formation and Extent of Contract

2.1 These Conditions are the only conditions upon which Lindner Interiors is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms and conditions even though such other terms or conditions may be submitted in a later document or purport to exclude or supersede any terms or conditions inconsistent with them.

2.2 No variation of the Contract terms shall be valid unless it is in writing and signed by both the Seller and an authorised representative of Lindner Interiors.

2.3 If any provision of the Contract shall be found by any Court or administrative body to be invalid or unenforceable such invalidity or un-enforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect to the fullest extent permitted by law.

2.4 No waiver or forbearance by Lindner Interiors enforcing any of its right or remedy under the Contract shall prejudice or affect the ability of Lindner Interiors to enforce such rights or remedy nor shall it prevent or restrict any further exercise of that or any other right or remedy. No waiver shall be effective unless it is in writing and signed by Lindner Interiors.

2.5 Each Order for Goods and/or Services by Lindner Interiors to the Seller shall be deemed to be an offer by Lindner Interiors to purchase the Goods and/or the Services subject to these Conditions and no Order shall be accepted until the Seller either expressly accepts by giving notice of acceptance in writing or impliedly accepts by fulfilling the Order (in whole or in part).

2.6 The rights and remedies provided by the Contract are cumulative and (subject as otherwise provided in the Contract) are not exclusive of any rights or remedies provided by law.

3 Quality and Fitness for Purpose of Goods and Warranty

3.1 The Seller warrants that the Goods:

- 3.1.1 shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended), of merchantable quality, free from defects in design, manufacture, and workmanship;
- 3.1.2 shall in all respects be fit for the purpose held out by the Seller or made known to the Seller at the time the Order is placed, and in this respect Lindner Interiors relies on the Seller's skill and judgement;
- 3.1.3 shall be new and unused, unless specified in the Order;
- 3.1.4 shall comply with all Documents, samples or other descriptions set out in the Order or later instructed by Lindner Interiors as a Variation;
- 3.1.5 shall comply with all other warranties implied or provided for by law;
- 3.1.6 shall not contain any substance or materials that are generally known in the United Kingdom construction industry at the time of delivery to be deleterious to or pose a hazard to health and safety of any person or a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works or the building of which the Works form a part or which may reduce the normal life expectancy of the Works or any part or component of the Works;
- 3.1.7 shall be in accordance with the guidelines and recommendations of the British Council for Offices' publication "Good Practice in the Selection of Construction Materials" current at the date of the Order;
- 3.1.8 meet any relevant British Standard or relevant code of practice and any applicable law including but not limited to Building Regulations which may apply to the Goods or the Works and the Construction Products Regulations; and
- 3.1.9 shall comply with all other warranties implied or provided for by law.

3.2 The Seller shall reimburse Lindner Interiors for all Losses incurred by Lindner Interiors as a result of the Seller's breach of clause 3.1 and shall comply in all respects with the Order. These rights shall be in addition to rights Lindner Interiors may have in statute, common law or otherwise.

3.3 Where the Order states that the Works form part of a Higher Risk Building, the Seller shall not make any Variation to the Goods or change to any approved Documents provided as part of the Services and the Seller will indemnify Lindner Interiors against any Losses incurred by Lindner Interiors caused by a breach of this clause. The Seller is aware that Variations to the Goods and/or approved Documents may result in a Notifiable Change or Major Change in relation to the Higher Risk Building which will cause delay to the progress of the Works and is likely to be a breach of the terms of the Subcontract.

3.4 Where Building Regulations require a certain test to be carried out in respect of the Goods or any part thereof or where the Order sets out that the Goods or a part of the Goods must satisfy certain performance criteria, the Seller will provide a copy of the test results or certificate as required by the Building Regulations or the as set out in the Order or as necessary to demonstrate compliance with the performance criteria. The Seller indemnifies Lindner Interiors against any third-party claims or Losses incurred by Lindner Interiors due to a breach of this clause.

3.5 The Seller shall allow Lindner Interiors or any Dutyholder to have access to the Seller's premises at any reasonable time before delivery to inspect the Goods. For the avoidance of doubt, this does not absolve the Seller from its normal inspection and test procedures.

3.6 The Seller shall only use the Documents and Intellectual Property that is supplied to it by Lindner Interiors for the purposes of the Contract and for no other purpose whatsoever and it shall treat such Documents and other Intellectual Property as confidential information.

3.7 Upon acceptance of the Order the Seller shall be deemed to have granted to Lindner Interiors and any Dutyholder an irrevocable, royalty free, non-exclusive licence to use and reproduce all Documents relating to the Goods and/or Services for the purposes of the Works. Such license shall be transferable to third parties and shall not terminate on the termination of this Contract.

3.8 The Seller shall ensure that the Goods are properly packed and secured in such manner as to enable them

to reach their destination in good condition.

- 3.9 The Seller will advise Lindner Interiors of and attach to the quotation or provide to Lindner Interiors to include in any Order or provide upon request any manufacturers requirements relevant to the installation of the Goods so that Lindner Interiors can ensure that these requirements are compatible and coordinated with the Works. The Seller indemnifies Lindner Interiors from any Losses which Lindner Interiors may incur due to a breach of this clause.
- 3.10 Upon delivery of the Goods the Seller shall provide any operation and maintenance manuals for the Goods or any Documents required to be included in the Health and Safety File or if applicable the Fire and Emergency required for the Works under applicable law.
- 3.11 If required under the Order the Seller shall provide a product guarantee to the end user of the Goods in a form approved for the number of years set out in the Order.

4 Standard of Services

- 4.1 The Seller warrants and represents to Lindner Interiors that:
 - 4.1.1 the Seller when providing any Services the Seller shall exercise the reasonable skill, care and diligence to be expected of a competent and qualified member of its profession experienced in carrying out services similar to the Services and in connection with projects of similar size, scope, nature, timescale and complexity to the Works or the project of which the Works form a part;
 - 4.1.2 the Services will be performed by appropriately qualified and trained persons who meet the competencies of any Dutyholder under the Building Safety Laws;
 - 4.1.3 the Services will be performed in a good and workmanlike manner with all of the due speed, care, and diligence,
 - 4.1.4 prior to carrying out the Services and at all times it shall ensure that all of the necessary licences, work permits or other authorisations have been obtained;
 - 4.1.5 the Services shall at all times accord with Lindner Interiors specifications in the Order unless otherwise agreed in writing by an authorised representative of Lindner Interiors.
- 4.2 In the event that there is any inconsistency, conflict, uncertainty or ambiguity regarding the terms of the Contract or the specification of the Goods and if applicable Services as described in the Contract, then the Seller shall not proceed with the performance of the obligations under the Contract until it has contacted Lindner Interiors and all inconsistency, conflict, uncertainty or ambiguity has been resolved. Lindner Interiors shall be entitled to instruct the Seller as to how to resolve the inconsistency, conflict, uncertainty or ambiguity and the Seller shall comply with such instruction at no cost to Lindner Interiors unless it is impossible or unsafe to do so. In that event the Seller should propose a solution and explanation to Lindner Interiors within 5 days of receipt of an instruction from Lindner Interiors which is impossible or unsafe to follow.

5 Price

- 5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
 - 5.1.1 exclusive of any applicable value added tax; and
 - 5.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies.
- 5.2 No increases in the Price may be made &/or invoiced (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) as a consequence of further instructions or Variation instructions by Lindner Interiors without the prior consent in writing from person identified in the Order from the buying department.
- 5.3 Lindner Interiors shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase as is specified in the Order or otherwise agreed in writing between the parties or that is customarily granted by the Seller to its customers, whether or not shown on the Seller's own terms and conditions of sale.

5.4 The Seller acknowledges that the scope of the Works is beyond the reasonable control of Lindner Interiors and accepts that should the Works be varied or reduced in scope Lindner Interiors may issue a Variation instruction in relation to the Goods and if applicable Services and Variation may include an omission of Goods and if applicable Services and the Price shall be adjusted accordingly and Lindner Interiors shall have no liability to the Seller for any of the Seller's resulting loss of overhead or profit.

6 Variations

6.1 Lindner Interiors instruct a Variation of the Goods by issuing a written Variation instruction. Such notification shall be a condition precedent to payment of any additional sums for the Variation and such variation will not vitiate the Contract. A Variation instruction must be accompanied by the written consent of the person identified in the Order from the buying department.

6.2 When issuing a Variation instruction under clause 6.1 Lindner Interiors may request the Seller to provide a quotation for the Variation within a time period set out in the instruction. The Seller will provide such a quotation. If Lindner Interiors does not agree with the Seller's quotation, Lindner Interiors may instruct the Seller to deliver the changed or additional Goods in any event and the change in Prices due to the Variation will be valued by Lindner Interiors in the next payment by reference to the Prices.

6.3 If there are no such Prices applicable, then any Variation shall be charged at a reasonable price having regard to benchmark prices for similar goods.

6.4 The Seller shall be entitled to be paid for any Variation which has been the subject of a Variation instruction by Lindner Interiors, which may amount to an omission of Goods and a deduction in the Prices, unless the Variation was required due to the Sellers own default, culpable delay, or breach of the terms of the Contract.

7 Delivery

7.1 Delivery must be made on the date or dates specified on the Order quoting the Order reference to the place or places specified on the Order and, in the event of the Seller default, Lindner Interiors may (without prejudice to its other rights) omit any Goods from the Contract or terminate the Contract in whole or in part on written notice to the Seller. In the event of Lindner Interiors purchasing similar goods elsewhere, the Seller shall reimburse Lindner Interiors with any extra expense so incurred and indemnify Lindner Interiors in respect of any Losses which Lindner Interiors may suffer.

8 Intellectual Property Rights

8.1 The Seller warrants as a condition of the Contract that the sale or use of the Goods or provision of Services to which this Contract relates will not infringe any third party's Intellectual Property Rights. The Seller accepts that if required by Lindner Interiors the Seller will be responsible for defending, together with the outcome of any claim or dispute that may have been brought against Lindner Interiors. The Seller shall hold harmless and indemnify Lindner Interiors, its successors, assigns, clients and users of the Sellers Goods against all suits at law and from all damages, claims and demands for actual or alleged infringement of, or inducement to infringe any third party's Intellectual Property Rights by reason of the manufacture, use or sale of the Goods or provision of the Services to which this Contract relates including infringement which may arise out of compliance with specifications or recommendations of the Seller or which are furnished by Lindner Interiors.

8.2 The Seller shall not use in any manner trade marks or trade names, which are owned or controlled by Lindner Interiors, its holding company or any subsidiary of such holding company expect to apply, use affix or them to Goods supplied by the Seller at such place and in such manner as shall be designated in writing by Lindner Interiors.

9 Risk/Ownership

- 9.1 Risk of damage to or loss of the Goods shall pass to Lindner Interiors upon delivery to it in accordance with the Contract.
- 9.2 The property in the Goods shall pass to Lindner Interiors upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Lindner Interiors once payment has been made and the Goods have been appropriated to the Contract. The Goods shall not be subject to any lien or retention of title.
- 9.3 Neither payment by nor passage of title or risk in the Goods to Lindner Interiors shall be deemed to constitute acceptance of the Goods. Lindner Interiors shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 9.4 Any Documents, goods or materials (for the avoidance of doubt including Intellectual Property Rights) provided by Lindner Interiors to the Seller in the course of providing the Goods and / or the Services remain the property of Lindner Interiors and must be returned immediately on request. Any loss or damage to such goods or materials whilst in the possession of the Seller shall be charged to the Seller's account.

10 Payment

- 10.1 Unless otherwise stated in the Order, Lindner Interiors shall pay the Price of the Goods and the Services within 60 days after the end of the month of receipt by it of a proper invoice or, if later, after acceptance of the Goods in question. Payment shall be made to the bank account nominated in writing by the Seller. It is agreed that this Contract is not a construction contract pursuant to the Housing Grants Construction and Regeneration Act 1996 as amended (the "Act"). If this Contract is in fact a construction contract by virtue of the nature of the Services provided under this Contract, then it is agreed that pursuant to section 109 of the Act the duration of the Services is estimated to be less than 45 days.
- 10.2 Where payable Value Added Tax shall be shown separately on all invoices.
- 10.3 Subject to any express contrary intention set out in the Order the Price shall be fixed and subject to clause no extra charges will be accepted by Lindner Interiors.
- 10.4 Subject to any express contrary intention set out in the Order:
 - 10.4.1 The Seller shall render invoices for the Price (or relevant part thereof) of the Goods and / or Services within 7 days after the delivery of the whole or each instalment (where permitted) and in any event no later than the fifth day of the month following the month in which the Goods and / or the Services were delivered. All invoices must quote the order reference and shall be clearly dated with a date no earlier than the date of delivery of the relevant Goods or Services. Any invoice that does not arrive by the fifth day of the following month will be treated as if it had been received during the month in which the invoice is received and no discounts will be forfeited; and
 - 10.4.2 The Seller shall render consolidated monthly invoices not later than the tenth day of the month following which any delivery has been made and / or Services provided. If this is not done and payment is delayed as a result Lindner Interiors shall not forfeit its discount.
- 10.5 Time shall not be of the essence in relation to any of Lindner Interiors's obligations pursuant to the Contract.
- 10.6 Without prejudice to any other rights or remedies Lindner Interiors reserves the right to set off any amount owing at the time from the Seller to Lindner Interiors against any liability of the Seller to Lindner Interiors whether such liability is present or future, liquidated or unliquidated and whether or not such liability arises under this Contract.

11 Rejection

- 11.1 Without prejudice to any other rights or remedies available to it Lindner Interiors reserves the right to cancel or delay delivery of an Order in whole or in part forthwith and without liability if any of the Goods or Services supplied, or any part of such Goods or Services, are defective or not strictly in accordance with the provisions set out in the Contract or if delivery or performance is delayed.
- 11.2 In the event that Lindner Interiors rejects any Goods or Services pursuant to clause 11.1 above the Seller shall promptly reimburse any costs incurred by Lindner Interiors as a result of or arising from the rejection of the Goods.
- 11.3 Lindner Interiors may extend or change the delivery date set out in the Order and the Seller shall adjust the delivery date without any cost to Lindner Interiors provided such notice of a change to the delivery date is given before the Goods are placed in transportation.

12 Termination

- 12.1 Without affecting any other right or remedy available to it, Lindner Interiors shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller no less than 30 days' written notice, in which event Lindner Interiors' sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which it has exercised its right of cancellation, less the Seller's net saving of cost (including resale) arising from cancellation.
- 12.2 If either party to the Contract shall commit any breach of the Contract and not remedy the breach within 30 days of notice from the other party to do so (if capable of remedy) the other party may terminate the Contract immediately by giving notice to the party in breach.
- 12.3 Lindner Interiors is entitled to terminate pursuant to clauses 11.1, 11.2 and 14.1.3.
- 12.4 Lindner Interiors shall have the right at any time to terminate the Contract forthwith by giving notice in writing to the Seller if:
 - 12.4.1 the Seller suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; the Seller commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise, composition or arrangement in satisfaction of its debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction; the Seller (in the case of a company) an order is made sanctioning a compromise or arrangement pursuant to Part 26A of the Companies Act 2006 with respect to it; the Seller (in the case of a company) a moratorium pursuant to Part A1 of the Insolvency Act 1986 comes into force with respect to it; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction or being a company the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act or the making of a winding-up order under section 89 of that Act; or being a partnership a winding-up petition is brought or an order made against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company) or when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986; the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver or (a being company there is the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part); or a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets, being an individual, it is the subject of a bankruptcy petition or order; being an individual, on the sequestration of their estate under the

Bankruptcy (Scotland) Act 2016 or when they grant a trust deed for their creditors; or being a partnership a sequestration is awarded on the estate of the partnership under section 22 of the Bankruptcy (Scotland) Act 2016 or the partnership grants a trust deed for its creditors, a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Business Days; any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause and in the case of a partnership each partner is the subject of any event or proceeding referred to above; or the Seller suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or the Seller ceases or threatens to cease to carry on its business; or the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

12.4.2 in Lindner Interiors' opinion the Seller is incompetent or commits any act of gross misconduct or is guilty of any conduct which in Lindner Interiors' opinion is likely to bring Lindner Interiors into disrepute. Non-exhaustive illustrative examples of conduct falling within this Clause would include the Sellers failure to deliver the Goods in a timely manner or in accordance with the specification in the Order or any failure of the Seller to procure its personnel compliance with clause 4.1.2 above.

13 Further Consequences of Termination

13.1 On termination of the Contract the Seller shall, not later than 7 days after Lindner Interiors' request but at Lindner Interiors' cost:

- 13.1.1 deliver to Lindner Interiors (or as Lindner Interiors shall direct) all quantities of the Goods in its possession which comply with the Order; and
- 13.1.2 return any Documents provided to the Seller by Lindner Interiors.

13.2 With effect from the termination of the Contract the Seller shall not make any use for any purpose whatsoever of any Documents or Intellectual Property Rights which are the property of Lindner Interiors.

13.3 The parties shall be obliged to continue to perform the obligations under the following clauses even if the Contract is terminated, namely clauses 8,9,11.1, 11.2, 13, 15, 16, 17, 18, 21, 22, and Seller shall provide any Documents required under clause 24 and clause 25.

13.4 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of any terms of any Order which existed at or before the date of termination.

14 Remedies

14.1 Without prejudice to any other right or remedy which Lindner Interiors may have, if any Goods are defective so as to breach any warranty contained herein, or if they are not supplied in accordance with the Contract or if the Seller fails to comply with any of the terms of the Contract, Lindner Interiors shall be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted:

- 14.1.1 to require the Seller to repair the Goods or to supply replacement Goods or Services at Lindner Interiors' option to either Lindner Interiors or any of its customers in accordance with the Contract within 7 days; or
- 14.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller to either Lindner Interiors or any of its customers together with a full refund of all associated Losses reasonably incurred by Lindner Interiors caused by such rejection;
- 14.1.3 at Lindner Interiors' sole option, and whether or not it has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;
- 14.1.4 to refuse to accept any further deliveries of the Goods and/or performance of the Services but

without any liability to the Seller; or

14.1.5 to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract.

14.2 The Seller shall indemnify Lindner Interiors in full against all Losses incurred by it caused by or arising from:

- 14.2.1 breach of any warranty given by the Seller in relation to the Goods and/or if applicable the Services including but not limited to the exercise of any remedy as a result of the breach;
- 14.2.2 any claim that the Goods or any designs, Documents or components thereof infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by Lindner Interiors;
- 14.2.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
- 14.2.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
- 14.2.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

14.3 The Seller hereby acknowledges that Lindner Interiors' customers may be based overseas and that costs incurred by Lindner Interiors as a result of any breach of warranty in accordance with clause 14.2 herein may include but not be limited to carriage and travel (and associated expenses) to such locations worldwide as may be reasonably necessary for Lindner Interiors to rectify any defect associated with the Sellers breach of warranty.

14.4 Nothing in the Contract shall exclude either party's liability for death or personal injury caused by the negligence of its or its employees or agents or a breach of the Defective Premises Act 1972 or Section 147 or 148 of the Building Safety Act 2022.

14.5 Nothing in this clause shall restrict or limit Lindner Interiors' general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

15 Insurance

15.1 The Seller shall maintain in force and shall require any subcontractor to have in force:

- 15.1.1 Employers liability insurance in accordance with any legal requirements for the time being in force;
- 15.1.2 Public liability insurance for not less than the amount set out in the Order per claim;
- 15.1.3 Product Liability insurance of the sum set out in the Order per claim;
- 15.1.4 If providing any Services, professional indemnity insurance in the sum set out in any Order per claim or in the aggregate as more particularly described in the Order ; and
- 15.1.5 Any other forms of insurance for the level of indemnity and range of cover as Lindner Interiors specifies in the Order.

15.2 The Seller shall at the request of Lindner Interiors produce evidence on demand of the existence of the above policies together with satisfactory evidence of payment of premiums.

16 Assignment

16.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written agreement of Lindner Interiors. Lindner Interiors shall be under no obligation to consent to such assignment which shall be at Lindner Interiors' sole discretion.

16.2 Lindner Interiors shall be entitled to assign the benefits of the Contract to any member or associated venture of the group of companies of which it forms part without the Seller's consent. Lindner Interiors shall be entitled to assign the benefit of the rights under this Contract to any third party with the Seller's consent, such consent not to be unreasonably withheld or delayed.

17 Confidentiality

17.1 Except as provided in clause 17.2, the Seller shall during the duration of the Contract and after its termination for a period of six years or twelve years if the Subcontract is executed as a deed (for whatever reason) keep secret and confidential and shall procure that its employees, officers, representatives, agents, contractors, subcontractors and advisors keep secret and confidential all business and trade secrets and any other information of a confidential nature relating to the processes, affairs, methods, Intellectual Property, and data of Lindner Interiors which it may have received or obtained in the performance of or otherwise as a direct or indirect result of the Contract and the Seller shall not use the same for its own or other's commercial benefit without the prior written consent of Lindner Interiors.

17.2 Each party may disclose the other party's confidential information:

17.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this Contract. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other's confidential information comply with this clause 17; and

17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party will use any other party's confidential information, including any Documents and Intellectual Property for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract or any Order or in the case of Lindner Interiors to exercise the licence it is granted in respect of the Documents and Intellectual Property under this Contract.

18 Data Protection

18.1 This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Privacy Laws. Words or phases used in this clause have defined meaning given to them in Data Privacy Laws.

18.2 The Seller shall comply with all applicable requirements of the Data Privacy Laws applicable to their activities.

18.3 When, under or in connection with this Order, the Seller or (as "data processor" or "data sub-processor") processed any Personal Data on behalf of LINDNER INTERIORS (as "data controller" or "data processor"), the Seller shall, in relation to any Personal Data:

18.3.1 process that Personal Data only on the documented written instructions of LINDNER INTERIORS unless the Seller is required by applicable laws to otherwise process that Personal Data. Where the Seller is relying on applicable laws as the basis for processing Personal Data, the Seller shall promptly notify LINDNER INTERIORS of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Seller from so notifying LINDNER INTERIORS;

18.3.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

18.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and treat it as confidential information; and

18.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of LINDNER INTERIORS has been obtained and the following conditions are fulfilled:

- LINDNER INTERIORS or the Seller has provided appropriate safeguards in relation to the transfer;

- the data subject has enforceable rights and effective legal remedies;
- the Seller complies with its obligations under the Data Privacy Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- the Seller complies with reasonable instructions notified to it in advance by LINDNER INTERIORS with respect to the processing of the Personal Data;

18.3.5 assist LINDNER INTERIORS in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Privacy Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.3.6 notify LINDNER INTERIORS without undue delay on becoming aware of a Personal Data Breach;

18.3.7 at the written direction of LINDNER INTERIORS, delete or return Personal Data and copies thereof to LINDNER INTERIORS on termination of the Contract unless required by applicable law to store the Personal Data; and

18.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by LINDNER INTERIORS or LINDNER INTERIORS'S designated auditor and immediately inform LINDNER INTERIORS if, in the opinion of the Seller, an instruction infringes the Data Privacy Laws.

18.4 LINDNER INTERIORS does not consent to the Seller appointing any third party processor of Personal Data under this Subcontract.

19 Anti Slavery

19.1 In performing its obligations under this Contract and any Order issued under it, the Seller shall:

- 19.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
- 19.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 19.1.3 include in its contracts with its direct suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause; and
- 19.1.4 report all instances or suspicions of slavery within their own supply chain

19.2 The Seller represents, warrants and undertakes that it conducts its business in a manner that is consistent with Lindner Interiors' Anti-slavery and human trafficking policy.

20 Force Majeure

20.1 In this Contract, "Force Majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accidents, unavoidable break down of plant or machinery, pandemics, fire, flood, or storms.

20.2 If either party is prevented or delayed in the performance of any of its obligations under the Contract by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice have no liability in respect of the performance of such of these obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

20.3 If the performance by either party of any of its obligations under the Contract is prevented or delayed by Force Majeure for a continuous period in excess of five working days, the party shall enter into discussions with the other party with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.

20.4 If the performance by either party of any of its obligations under the Contract is prevented or delayed by

Force Majeure for 60 days or more consecutively then the other party shall in its discretion have the right to cancel the Contract forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such cancellation shall continue to exist. Lindner Interiors' liability shall be limited to payment or Goods and/or if applicable the Services delivered up to the date of cancellation.

21 Disputes

21.1 If any dispute arises out of the Contract the parties will attempt to settle it by discussion. In the event that any dispute cannot be settled by discussion the matter shall be referred to each party's Managing Director (or equivalent) to resolve jointly. If the Managing Directors (or equivalent) of the parties are unable to resolve the dispute within 28 days of the matter being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 7 days of service of the dispute notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 37 days after the date of the ADR notice.

22 Governing Law and Jurisdiction

22.1 The Contract shall be governed by and construed in accordance with the law of England and the parties hereby consent to the exclusive jurisdiction of the English courts.

23 Subcontracting

23.1 The Seller shall not subcontract, sub-let or delegate the whole or any part of the supply of the Goods and if applicable the Services under this Contract or any Order unless otherwise stated in the Order.

24 Building Safety Laws

24.1 The Documents provided by the Seller shall be in such form and provided to such person (including without limitation Lindner Interiors, any Dutyholder and the Regulator), as may be prescribed in the Building Safety Laws and if not so prescribed, in accordance with this Contract and any particular requirements set out in the Order. The obligation to provide Documents and information required by this clause 24.1 shall continue after completion of the Services (if applicable) or delivery of any Goods in respect of any request made in order to comply with the Building Safety Laws or by a person exercising a function under the Building Safety Laws and the Seller shall promptly and without cost provide such requested Documents or information.

24.2 The Seller will promptly provide any Document or information in relation to the Goods or Services required by Lindner Interiors so that Lindner Interiors is able to comply with its duty to co-operate with the BR Client, BR Principal Designer, BR Principal Contractor and any other Dutyholder, the provision of the Documents or information shall be without delay and within 7 days of a request for the same so as not to prevent or delay any Dutyholder making any application or giving any notice or obtaining any approval or otherwise complying with their obligations under the Building Safety Laws.

24.3 The Seller shall allow the Regulator access to its premises, data regarding the Goods as required for the purpose of carrying out its functions under the Building Safety Laws and shall co-operate with, and facilitate any requests made by, the Regulator.

24.4 Each Party undertakes the Goods and if applicable Services will duly comply with the Building Safety Laws. In particular, but without limitation:

24.4.1 Evidence of the personnel who provided any Service's competencies pursuant to the Building Safety Laws will be provided to Lindner Interiors. The Seller is fully aware of and if it provides design under this Contract, shall comply with all of the duties and obligations of a designer pursuant to the Building Regulations. Such compliance shall be without any adjustment of the Prices;

- 24.4.2 the Seller confirms that it has the competence and expertise required to fulfil the roles set out in the Contract and that any person or entity engaged by them is competent and shall remain competent to perform all duties and functions required to be performed by them under the Building Safety Laws;
- 24.4.3 the Seller will provide as many written declarations as to its competencies related to the Seller's role as a Dutyholder if applicable under the Building Safety Laws as Lindner Interiors and/or the Regulator require in such form as the Building Safety Laws require;
- 24.4.4 as and when requested to do so by Lindner Interiors, the Seller shall give to Lindner Interiors a written record of the steps taken under regulation 11E(2) of the Building Regulations when appointing any person to carry out any design work;
- 24.4.5 the Seller shall notify Lindner Interiors immediately if at any time the Seller does not, or any of its suppliers do not, meet the competence requirements for performing their respective roles under (and as set out in) the Building Safety Laws;
- 24.4.6 compliance by the Seller with the duties and competencies under Part 2A of the Building Regulations shall be at no cost to Lindner Interiors.

24.5 Lindner Interiors shall provide Building Information to the Seller and will co-operate with the Seller and any other person engaged in the Works to the extent necessary to enable them to fulfil their duties or functions under the Building Safety Laws.

25 Building Safety Laws for a Higher Risk Building

- 25.1 If providing Goods or if applicable Services in relation a Higher Risk Building the provisions of clause 24 apply.
- 25.2 The Seller warrants and undertakes that it shall provide the Goods and, if applicable, the Services in compliance with any of the following Documents provided by Lindner Interiors to the Seller, which Documents will apply to the Works:
 - 25.2.1 Construction Control Plan;
 - 25.2.2 Change Control Plan;
 - 25.2.3 Change Control Log¹;
 - 25.2.4 Mandatory Occurrence Reporting Plan;
 - 25.2.5 Fire and Emergency File;
 - 25.2.6 Golden Thread Procedures; and
 - 25.2.7 If applicable the Partial Completion Strategy,
- 25.3 To the extent required to provide the Goods and if applicable the Services, the Seller will prepare and provide all Documents and any other information necessary to comply with the Building Safety Laws (including but not limited to the Building Information, information required for any Dutyholder to issue a Building Regulations Compliance Declaration, a Building Regulations Compliance Statement, any Documents required to form part of those Documents listed in clause 25.2 and any application or notice required by the Building Safety Laws).
- 25.4 The Seller will co-operate with the person named in the Order in order to provide all assistance to that person to ensure the Golden Thread Facility is promptly updated and maintained in compliance with the Golden Thread Procedure to include all information that the Seller is obliged to provide or procure, including such information as may be revised from time to time, and/or in accordance with the Building Safety Laws.
- 25.5 Without prejudice to clause 3.3, the Seller shall ensure that any change to the Goods or if providing Services any change to approved design (which although is a breach if it unavoidable) is immediately communicated to Lindner Interiors with all the information required to be inputted in the Change Control Log and that with such notification the Seller provides a revised drawing or design Document to Lindner Interiors. The Seller shall not carry out any of these changes to design if providing Services or to the Goods until Lindner Interiors approves the revised Document. The Seller will co-operate with, and provide all assistance to, Lindner Interiors or the BR Principal Contractor to ensure that all Controlled Changes are promptly and properly recorded in the Change Control Log in accordance with the Building Safety Laws.
- 25.6 Without prejudice to clause 3.3, the Seller will notify the BR Principal Designer and Lindner Interiors if any Variation to the Goods or Documents is, or could be, a Major Change or Notifiable Change immediately

¹ This should be in the Principal Contractors (or sole contractor) contract.

upon becoming aware of the same or when the Seller should have been aware of the same.

- 25.7 The Seller will provide any relevant Dutyholder with any assistance they may reasonably require in respect of any application or revised application required in respect of the Gateway Regime and in relation to any Major Change or Notifiable Change. The Seller acknowledges that any delay in achieving Gateway One (if applicable), Gateway Two (if applicable) and /or , Gateway Three and/or obtaining approval of a Notifiable Change or Major Change due to a Variation of the Goods and/or Services in breach of clause 3.3 may cause delay to the Works and Loss to Lindner Interiors.
- 25.8 The Seller will:
 - 25.8.1 pass any notices, information or other correspondence it receives in accordance with the Building Safety Laws to Lindner Interiors in accordance with this Contract;
 - 25.8.2 comply with any notices issued by the Regulator in relation to the Goods;
 - 25.8.3 provide the Services or Documents required to see or demonstrate that the Goods comply with the Construction Control Plan, the Fire and Emergency File[, OR and] the Change Control Plan[and the Partial Completion Strategy]2.
- 25.9 The Seller shall not be entitled to any addition to or a change in the Prices or loss and/or expense for time spent correcting defects or mistakes in the design or any other information to be provided pursuant to the Building Safety Laws or re-working the same as a result of the Seller's failure to comply with the Building Safety Laws, including without limitation any failure to provide the information required by clause 24 or 25 in the time frames and in the form required by the Building Safety Laws or this Contract.
- 25.10 The Seller hereby warrants and declares that it has not been the subject of a Serious Sanction within 5 years of the date of this Contract. If the Seller becomes the subject of a Serious Sanction during the Term it will notify Lindner Interiors immediately.

² Delete Partial Completion Strategy if the works do not involve partial completion.