STANDARD TERMS AND CONDITIONS OF SALE ("CONDITIONS")
THE CUSTOMER'S NOTICE IS DRAWN IN PARTICULAR TO CLAUSE 11, WHICH LIMITS THE LIABILITY OF THE COMPANY

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Conditions.

Bespoke Unit: a Unit designed by the Company to meet the Customer's specific requirements;

Collection Point: the place where collection of the Units is to take place under clause 4;

Company: Omar Park Homes Ltd, a company registered in England and Wales with company no. 06860361 whose registered office is at 227 London Road, Brandon, Suffolk, England, IP27 0NE;

Consumer: an individual acting for purposes which are wholly or mainly outside of that individual's trade, business, craft or profession;

Contract: the contract between the Company and the Customer for the sale and purchase of Unit(s) formed by the Company's acceptance of the Customer's Order, as evidenced by the Order Confirmation and incorporating these Conditions;

Customer: the person, firm or company who purchases a Unit from the Company as specified in the Order Confirmation;

Delivery Point: if applicable, the place where delivery of the Units is to take place under clause 4;

Deposit: the deposit on the Purchase Price if required by the Company as specified in the Order Confirmation;

End Consumer: the individual Consumer(s), if any, who purchase the Units from the Customer after such Units have been sold to the Customer by the Company;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

Order: an order placed by the Customer with the Company for the purchase of Units;

Order Confirmation: the written confirmation sent by the Company to the Customer confirming the Order and specifying the Units to be supplied;

Purchase Price: the total price payable by the Customer to the Company for the Units as specified in the Order Confirmation (subject to variation in accordance with clause 6);

Specification: the specification for a Unit as detailed in the Order Confirmation or the Company's quotation (as amended from time to time);

Unit and Units: any residential park home or caravan holiday home or prefabricated building agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them); and

Working Days: means a day other than a Saturday, Sunday or public holiday in England.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to all other genders.

1.5 Clause headings do not affect the interpretation of these Conditions.

1.6 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those terms.

2. APPLICATION OF TERMS

2.1 The Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or any other Customer document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all of the Company's sales and any variation to these Conditions and any representations about the Units shall have no effect unless expressly agreed in writing and signed by the Company. The Customer acknowledges that it has not relied on, or been induced by, any statement, promise or representation made or given by or on behalf of the Company which is not set

out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 The Order shall be deemed to be an offer by the Customer for the purchase of Units subject to these Conditions, which the Company shall be free to accept or decline in its absolute discretion. If the Company accepts the Order, it shall do so by issuing the Order Confirmation.

2.5 No Order placed by the Customer shall be deemed to be accepted by the Company until an Order Confirmation is issued by the Company and, if required by the Company, the Deposit is paid, or (if earlier) the Customer collects the Units from the Company or, if applicable, the Company delivers the Units to the Customer, at which point and on which date the Contract shall come into existence.

2.6 On receipt of the Order Confirmation, the Customer shall ensure that the terms of its Order and the Specification are complete and accurate. If the Customer needs to amend the Order following receipt of the Order Confirmation, the Customer should contact the Company as soon as possible. The Company will let the Customer know if the change is possible and, if so, whether there are any changes to the Purchase Price, terms and conditions or date for collection or, if applicable, delivery.

2.7 Any quotation given by the Company shall not constitute an offer, and is given on the basis that no Contract shall come into existence until the Company issues an Order Confirmation to the Customer. Any quotation is valid for a period of 30 calendar days only from its date of issue or, if earlier, until the date it is withdrawn by the Company. Please note that if the Customer fails to confirm the quotation within 30 calendar days from its date of issue, once the Customer places an Order, the Company will provide the Customer with an updated collection or delivery date and, if applicable, updated terms and conditions.

2.8 The Company reserves the right to refuse any Order placed by the Customer.

2.9 The Customer acknowledges that the Contract is made between the Customer and the Company only, and that the Company has no contractual relationship with, or liability to, the End Consumer, notwithstanding that the Company may have introduced the End Consumer to the Customer or agreed any part of the Specification with the End Consumer. To the extent that the Company makes any agreement with the End Consumer, the Company is acting as the agent of the Customer, for the purpose of making a contract between the Customer and the End Consumer.

2.10 The Customer shall indemnify the Company against all liabilities, expenses, costs, claims, damages and losses suffered or incurred by the Company arising out of or in connection with any action, error or omission of the End Consumer relating to the Contract or any contract between the Customer and the End Consumer.

3. DESCRIPTION

3.1 The quantity and description of the Units shall be as set out in the Order Confirmation. Items shown in photographs or illustrations of the Units, for example, photographic props, plants, ornaments are not included in the sale of the Unit unless included in the Specification.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Units described in them. They shall not form part of the Contract. Immaterial deviations shall not form the basis of any claim against the Company. Any typographical, clerical or other errors or omissions in such documents or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the Company's part.

3.3 The Company may make minor alterations to the design of a Unit or substitute materials used in the construction of the Unit at any time without reference to the Customer unless such alterations or substitutions require amendment of the Specification in which case clause 3.5 shall apply.

3.4 Where the Company agrees to provide Specifications or plans which have been specifically designed for the Customer, the Customer is responsible for checking the accuracy and suitability of the Specifications and/or plans and the Company shall not be liable for any omissions or inaccuracies in the details of the measurements given. Any Specifications and plans prepared by the Company are, and remain, the Company's property and shall not be reproduced in whole or in part without the Company's prior written consent.

3.5 The Company reserves the right to make alterations to the design of Units or substitute materials, fixtures or fittings used in the construction of the Units with a similar alternative, where the agreed design, materials, fixtures or fittings are unavailable for any reason, and the Specification (as amended) shall be substituted for the Specification referred to in the Order Confirmation or quotation.

THE FOLLOWING CLAUSES 3.6 TO 3.8 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS NOT A CONSUMER:

3.6 Notwithstanding that:

(a) a sample of the Units or a model Unit may have been exhibited to and inspected by the Customer or the End Consumer; or
(b) results of standard tests upon a sample of the Units may have been given to the Customer or the End Consumer,
the Company hereby excludes any representation or warranty (whether express or implied by statute, common law or arising from conduct or a previous course of dealing, trade custom or usage) that the Units shall correspond with such sample or will produce equivalent results to such standard tests. The Customer acknowledges that the exhibition and/or inspection of a sample of the Units or the giving of such results shall not constitute a sale by reference to a sample or model.
3.7 In the event the Company ceases production of the design of Units and gives the Customer notice that it intends to substitute another design of Units for that in the Specification the Customer shall within 5 Working Days of such notice:
(a) approve the changes to the design of Units; or
(b) terminate the Contract by giving written notice to the Company.
(c) If the Customer does not notify the Company of its approval of the changes to the design of the substitute Unit within 5 Working Days then the change shall be deemed to be approved.
3.8 Upon termination of the Contract in accordance with clause 3.7(b) the Deposit, if any, or any other prepayments paid to the Company shall be returned to the Customer. The Company shall have no other liability whatsoever for any loss, damage, cost, expense, action and/or claim which may be suffered or incurred by the Customer, as a result of such cancellation.
THE FOLLOWING CLAUSE 3.9 APPLIES WHERE THE CUSTOMER IS A CONSUMER:
3.9 Where a sample of the Units or a model Unit may have been exhibited to and inspected by the Customer, the Customer acknowledges that each Unit is unique and the sample or model are not intended to be representative of the Units to be purchased and the Contract is not a sale by reference to a sample or model.
4. COLLECTION / DELIVERY
4.1 Unless otherwise agreed by the Company in writing, delivery of the Units shall take place when the Company places the Units specified in the Order at the Customer's disposal at the Company's place of business, or such other location as specified in the Order Confirmation ("Collection Point"). Unless otherwise agreed in writing, the Customer shall make all arrangements for and bear all costs in connection with the collection of the Units.
4.2 Unless otherwise agreed in writing, the Customer shall promptly collect the Units when notified by the Company that the Units are ready for collection.
4.3 The Company may allow the Unit to be collected by the Customer whilst it still has material parts missing, which will subsequently be made available to the Customer.
4.4 The Customer shall carefully check the Unit on collection and notify the Company of any issues.
4.5 The Customer shall be responsible for collection (and loading) of the Units and shall provide at the Collection Point, and at its expense, adequate and appropriate equipment and manual labour for transporting the Units and for loading the Units onto the transportation. It is the Customer's obligation to insure the Units from the time of collection at the Collection Point.
4.6 The Customer shall, at its expense, be responsible for obtaining all licences and consents necessary for the onward transportation of the Unit from the Collection Point (including escorts and road closures), and for ensuring that the route to the Customer's Premises is clear and accessible.
THE FOLLOWING CLAUSES 4.7 TO 4.10 4.11 (INCLUSIVE) APPLY WHERE IT IS AGREED IN WRITING THAT DELIVERY TAKES PLACE AT THE CUSTOMER'S PREMISES:
4.7 For the avoidance of doubt, the Delivery Point shall be at the Customer's Premises. It is the Customer's obligation to insure the Units from the time of delivery of the Units at the Customer's Premises.
4.8 The Customer shall provide at the Delivery Point, and at its expense, adequate and appropriate equipment and manual labour (at least two people for the purposes of health and safety) for unloading the Units.
4.9 Unless otherwise agreed in writing, the Purchase Price for the Units shall be exclusive of all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which the Customer shall pay in addition to the Purchase Price for the Units when it is due to pay for the Units.
4.10 The Customer shall procure free and unobstructed access for the Company or its subcontractors or agents to the Delivery Point for delivery of the Units. If the Delivery Point is at a property that is not owned or controlled by the Customer then the Customer shall procure the right for the Company to access such property for the purposes of delivery of the Units. In the event that the Company is unable to access the Delivery Point, the Company reserves the right to deem that the Customer has not accepted delivery of the Units and clause 4.11 shall apply.

4.11 If for any reason the Customer fails to accept delivery of any of the Units when they are ready for delivery, or the Company is unable to deliver the Units because the Customer has not provided appropriate instructions, documents, licences or authorisations:

4.12 the Units shall be deemed to have been delivered;

(a) the Company shall invoice the Customer for the Unit in accordance with clause 7; and

(b) the Company may store the Units until delivery to the Customer takes place, and the Customer shall be liable for all related costs and expenses (including storage, transport and insurance) incurred by the Company; and

(c) if the Customer is not a Consumer, the risk in the Units shall pass to the Customer (including for loss or damage caused by the Company's negligence).

THE FOLLOWING CLAUSES 4.13 TO 4.14 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS NOT A CONSUMER:

4.13 Any dates specified by the Company for collection or delivery of the Units are intended to be an estimate and time for collection or delivery shall not be made of the essence by notice. If no dates are so specified, collection or delivery shall be within a reasonable time.

4.14 Subject to the other provisions of the Contract, the Company shall not be liable for any direct, indirect or consequential loss (including pure economic loss, loss of profits, loss of business and loss of goodwill), costs, damages, charges or expenses caused directly or indirectly by any delay or failure in the collection or delivery of the Units, nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 90 days.

THE FOLLOWING CLAUSES 4.15 TO 4.16 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS A CONSUMER:

4.15 The date for collection or delivery of the Units shall be confirmed by the Company once the Unit has entered the manufacturing process and the Customer agrees that any delivery dates notified by the Company are an estimate and the period for collection or delivery shall be any time up to 90 days after the date notified by the Company. The Customer agrees that collection or delivery within this period is not essential. If the Units are not made available for collection, or delivery is not made, within 90 days of the said date, the Customer may terminate the Contract by giving written notice to the Company.

4.16 Subject to the other provisions of the Contract and to section 28 of the Consumer Rights Act 2015, the Company shall not be liable for any direct, indirect or consequential loss (including pure economic loss, loss of profits, loss of business and loss of goodwill), costs, damages, charges or expenses caused directly or indirectly by any delay or failure in the collection or delivery of the Units.

5. RISK/TITLE

5.1 Units to be collected by the Customer shall be at the Customer's risk immediately on collection by the Customer or their nominated haulier.

5.2 Ownership of the Units shall not pass to the Customer until the Company has received in full (in cleared funds) all sums due to it in respect of:

(a) the Units; and

(b) all other sums which are or which become due to the Company from the Customer.

5.3 Until ownership of the Units has passed to the Customer, the Customer shall:

(a) not allow any person to occupy any Unit or any part thereof;

(b) store the Unit safely and securely and ensure that it is readily identifiable as the property of the Company;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Unit;

(d) maintain the Units in satisfactory condition including ensuring that the internal temperature in the Units is not less than 12ºC and the Units are adequately ventilated at all times; and

(e) keep the Units insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and

(f) deliver the Unit immediately to the Company on demand.

5.4 The Company shall be entitled to recover payment for the Units notwithstanding that ownership of any of the Units has not passed from the Company.

5.5 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter the Customer's Premises, or any other premises where the Units are or may be stored, in order to inspect them, or, where the Customer's right to possession has terminated, to recover them and to sell or otherwise deal with or dispose of them. The Company shall be entitled to take such steps as are necessary to recover the Unit from the Customer's Premises including detaching the Unit from its base and from any utility supply, and the Company shall not be liable for any damage to the Customer's Premises or any part of it caused during the recovery of the Unit from the Customer's Premises unless caused by the Company's negligence and in such circumstances the Company's

liability shall be limited in accordance with clause 11. The Customer indemnifies the Company against all costs and damages that it may reasonably incur when taking possession of and removing the Unit.

5.6 Where the Customer has purchased more than one Unit and the Company is unable to determine which Units are the Units in respect of which the Customer's right to possession has terminated, the Company is entitled to assume that payments received from the Customer are allocated to the Units in the order they were delivered to the Customer.

5.7 The Customer is responsible for ensuring that the Unit is installed upon a base constructed to meet the Company's recommendations and guidelines and any applicable laws and industry guidelines (including any electrical and plumbing standards). In the event that any Unit is installed on a base which fails to meet with such requirements, the Company shall not be responsible for any structure defects (including cracks or misalignment of doors or windows) or other deficiencies that manifest in the Unit, arising out of such failure.

5.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this clause 5 shall remain in effect.

6. PRICE

6.1 The Purchase Price is the price set out on the Order Confirmation.

6.2 The Purchase Price for the Units shall be exclusive of any costs and expenses incurred by the Company in performing the Contract (including packaging, loading, handling, insurance, freight, carriage, delivery and siting charges), value added tax and any duties or imposition of whatever nature payable on the Units, all of which the Customer shall pay in addition where relevant.

6.3 In certain circumstances the Company may need to increase the Purchase Price of the Units after the Contract has been entered into. The Company will only do this where the increase is necessary:

(a) to reflect any increase in the cost to the Company which is beyond its control including:

(i) devaluation of the pound sterling or fluctuation in the rates of foreign exchange;

(ii) changes in the prices of raw materials or component parts; and

(iii) changes in manufacturing costs or other economic circumstances; and/or

(b) in consequence of any change in collection or delivery dates or a Specification which is requested by the Customer,

(c) and if the Company needs to increase the Purchase Price of the Units in accordance with this clause 6.3 then it will notify the Customer in writing of the amount of the increase.

THE FOLLOWING CLAUSES 6.4 TO 6.6 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS NOT A CONSUMER:

6.4 If the Customer does not agree with the amount of the increase notified in relation to 6.3(a) then the Customer may terminate the Contract by giving the Company notice in writing within 14 days of receipt of the Company's notice. Upon termination of the Contract, the Deposit, if any, or any other pre-payments paid to the Company shall be returned to the Customer. The Company shall have no other liability whatsoever for any loss, damage, cost, expense, action and/or claim which may be suffered by the Customer as a result of such cancellation. If the Customer does not notify the Company within 14 days of receipt of the Company's notice, the Customer shall be deemed to have approved such increase.

6.5 If the Customer does not agree with the amount of the increase notified in relation to 6.3(b) then the Customer may withdraw their request to change the collection or delivery dates or Specifications by giving the Company notice in writing within 5 Working Days of receipt of the Company's notice, and the Company shall proceed to construct the Unit on the basis of the unchanged Specification.

6.6 If the Customer agrees with the amount of the increase, or does not respond in accordance with clause 6.4 or clause 6.5, then the Company shall issue an amended Order Confirmation showing the amended Purchase Price, which shall be binding on the Customer.

THE FOLLOWING CLAUSES 6.7 TO 6.9 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS A CONSUMER:

6.7 If the Customer does not agree with the amount of the increase, or does not respond to the Company's notice within 5 Working Days, then the Company may cancel the Order.

6.8 If the Customer does not agree with the amount of the increase notified in relation to 6.3(b) then the Customer may withdraw their request to change the collection or delivery dates or Specifications by giving the Company notice in writing within 5 Working Days of receipt of the Company's notice. If the Customer does not withdraw their request, they will be deemed to have agreed to the amount of the increase.

6.9 If the Customer agrees with the amount of the increase then the Company shall issue an amended Order Confirmation showing the amended Purchase Price, which shall be binding on the Customer.

7. PAYMENT

7.1 Unless otherwise agreed in writing, the Company shall invoice the Customer for the Purchase Price:

(a) when the Company places the Unit at the Customer's disposal at the Collection Point; or

(b) where it is agreed in writing that delivery takes place at the Customer's premises, when the Unit is delivered to the Delivery Point.

7.2 If staged payments have been agreed this will be specified in the Order Confirmation. If a Deposit is required from the Customer or other payment is made by the Customer with the Order, the Company shall send an invoice to the Customer with the Order Confirmation.

7.3 Subject to clause 7.6, payment of the price for the Units is due in pounds sterling by the due date stated on each invoice ("Due Date").

7.4 Time for payment shall be of the essence and failure to make any payment to the Company by the Due Date shall entitle the Company at its option to treat the Contract as repudiated and act accordingly, including forfeiting any Deposit held and retaining it without any obligation to the Customer.

7.5 No payment shall be deemed to have been received until the Company has received cleared funds.

7.6 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

7.7 If the Customer fails to pay the Company any sum due pursuant to the Contract by the Due Date then:

(a) the Company reserve the right to suspend work on the Contract or on any other contract with the Customer until payment of all sums due under this Contract are made in full; and

(b) the Company can give 7 Working Days' notice in writing to the Customer to terminate the Contract; and

(c) the Customer shall pay interest on such sum to the Company immediately on demand. Such interest shall accrue on a daily basis from the Due Date until the actual date of payment of the overdue amount, whether before or after judgement; and

(d) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses including all interest, penalties and legal costs (calculated on a full indemnity basis) suffered or incurred by the Company arising out of or in connection with the enforcement of the Contract.

THE FOLLOWING CLAUSES 7.8 TO 7.9 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS NOT A CONSUMER:

7.8 The interest rate referred to in clause 7.7(c) shall be at the annual rate of 5% above the base lending rate from time to time of the Bank of England. Any payment shall first be applied to any interest payable and thereafter, in settlement of the principal sum.

7.9 Notwithstanding clause 7.7(c), the Company may claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998.

THE FOLLOWING CLAUSE 7.10 APPLIES WHERE THE CUSTOMER IS A CONSUMER:

7.10 The interest rate referred to in clause 7.7(c) shall be at the annual rate of 4% above the base lending rate from time to time of the Bank of England. Any payment shall first be applied to any interest payable and thereafter, in settlement of the principal sum.

7.11 Credit terms (if any) that may be agreed between the Company and the Customer in respect of an individual Order shall govern only the Customer's contractual obligation to make payments to the Company of the agreed invoice price in respect of that Order.

8. CANCELLATION OF ORDERS

8.1 An Order may be cancelled only by the Company's written acceptance of such cancellation. Where the Company accepts such cancellation, the Company reserves the right to charge the Customer for any liabilities, costs, damages, losses or expenses (including any direct, indirect or consequential losses and all other professional costs and expenses) suffered or incurred by the Company as a result of the cancellation.

8.2 Where the Customer wishes to cancel an Order after manufacturing has commenced, the Customer should contact the Company's customer services team at salesadmin@omar.co.uk. The Company reserves the right to apply a charge for reasonable costs incurred, which will vary depending on the stage of manufacturing, and may be up to the full Purchase Price. Where the Order is for a Bespoke Unit, the Customer will be liable for the full Purchase Price.

8.3 Where the Company was required to place a deposit with a supplier in respect of an Order, the Company may require the Customer to reimburse such sum in the event of cancellation.
8.4 The Company may cancel an Order if the Customer does not:
(a) make a payment by the Due Date;
(b) within a reasonable time of the Company asking for it, provide the Company with information that is necessary for the provision of the Unit;
(c) within a reasonable time, collect or take delivery of the Unit.

THE FOLLOWING CLAUSE 8.5 APPLIES WHERE THE CUSTOMER IS A CONSUMER:

8.5 The Customer may cancel an Order in writing to the Company. The Company reserves the right to charge the Customer for any liabilities, costs, damages, losses or expenses (including any direct, indirect or consequential losses and all other professional costs and expenses) suffered or incurred by the Company as a result of the cancellation.

9. QUALITY

THE FOLLOWING CLAUSES 9.1 TO 9.5 (INCLUSIVE) APPLY WHERE THE CUSTOMER IS NOT A CONSUMER:

9.1 The Company warrants that (subject to the other provisions of these clauses) on collection or delivery, the Units shall:
(a) accord with the Specification, provided that the Company shall not accept any liability or responsibility, after collection or delivery, for any errors in the Specification that the Customer should have notified to the Company pursuant to clause 2.6;
(b) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
(c) be reasonably fit for all year round use as a residential park home or holiday home.
9.2 The Company shall not be liable for a breach of any of the warranties in clause 9.1 unless:
(a) the Customer gives written notice of the defect to the Company within 14 days of the time when the Customer discovers or ought to have discovered the defect;
(b) and the Company is given a reasonable opportunity of examining the Unit, after receiving notification of the default from the Customer.
9.3 Subject to clause 9.2, if any of the Units do not conform with any of the warranties in clause 9.1, the Company shall at its option repair or replace such Unit (or the defective part) and, if the Company so requests, the Customer shall, at the Company's expense, return the Units or the parts of such Units which are defective to the Company. The terms of the Contract shall apply to any repaired or replacements Units or parts supplied by the Company.
9.4 If the Company complies with clause 9.3, it shall have no further liability for a breach of any of the warranties in clause 9.1 in respect of such Unit.
9.5 Any defective parts or Units that have been replaced shall belong to the Company.

THE FOLLOWING CLAUSE 9.6 APPLIES WHERE THE CUSTOMER IS A CONSUMER:

9.6 The Company is under a legal duty to supply the Units in conformity with the Contract and in accordance with the provisions of the Consumer Rights Act 2015. In particular, the Company warrants that on collection or delivery the Units shall:
(a) accord with the Specification;
(b) be of satisfactory quality within the meaning of the Consumer Rights Act 2015; and
(c) be reasonably fit for all year round use as a residential park home or holiday home.

10. WARRANTY

10.1 Where the Company is not the manufacturer of any components of the Units, the Company shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to the Company on such components.
10.2 All Units come with a warranty. Full details of the warranty can be found at www.omar.co.uk/build-design-park-home/warranty-information/.

11. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
11.2 Where the Customer is not a Consumer, all warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
11.3 Nothing in the Contract excludes or limits the liability of the Company:
(a) for death or personal injury caused by the Company's negligence; or
(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
(d) for fraud or fraudulent misrepresentation.
11.4 Subject to clause 11.2 and clause 11.3:
(a) the Company's total liability shall not exceed the lower of:
(b) the Purchase Price of the Unit giving rise to the liability; or
(c) £1,000,000; and
(d) the Company shall not be liable to the Customer for loss of profit, loss of sale or business, loss of agreements or contracts, loss of or damage to goodwill, or any indirect or consequential losses which arise out of or in connection with the Contract.
11.5 The Customer shall have sole responsibility for obtaining any necessary consents for the installation of the Unit, whether from local or other authorities (including any applicable planning consents and licences) and for ensuring that the installation of the Unit is in accordance with the provisions of any relevant by-laws, regulations or statutes.

12. TERMINATION

12.1 The Company shall be entitled to terminate the Contract immediately at any time by written notice to the Customer if:
(a) the Customer commits a breach of any of the terms of the Contract and (if the breach is capable of remedy) fails to remedy the breach within 14 days after receipt of notice in writing to do so; or
(b) the Customer (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) the Customer becomes subject to an administration order; a receiver or similar is appointed over, or an encumbrancer takes possession of any of the Customer's property or assets; the Customer enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent, or ceases to be able to pay its debts as they fall due.
12.2 Subject to any contrary provisions in these Conditions, any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
12.3 On termination of the Contract:
(a) all payments payable to the Company under the Contract shall become immediately due and; and
(b) the Customer's right to possession of any Units that have not been paid for in full shall cease, and the Company shall be entitled to retake possession in accordance with clause 5.5.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights in all drawings, patterns, data, literature, photographs, illustrations, specifications, performance data, dimensions, weights, manufacturing and operating techniques and similar information relating to the Units (the "Information") shall be owned by the Company.
13.2 The Information shall only be used by the Customer as necessary for the purpose of use of the Unit in relation to which it was supplied.
13.3 The Information shall be confidential (unless otherwise marked or indicated) and shall not be disclosed to any person unless:
(a) such Information is already in the public domain through no fault of the Customer; or
(b) such Information is required to be disclosed by any law or regulation.
13.4 The Customer shall not remove, alter or deface any of the Company's trade marks (whether registered or unregistered) as marked on the Units. The Customer shall not apply to the Units any other trade mark or written matter without the prior written consent of the Company.

14. FORCE MAJEURE

If the Company is prevented from, hindered or delayed in the carrying on of its business (in whole or in part), or if such performance is rendered more onerous (in whole or in part) due to circumstances beyond the reasonable control of the Company including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, drought, storm, earthquake or other natural disaster, nuclear, chemical or biological contamination, sonic boom, malicious damage, disease, epidemic, pandemic or other notifiable disease, public health emergency, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), default of suppliers or sub-contractors, sanctions, embargoes, accident, power failure, breakdown of plant or machinery, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, compliance with any law or governmental order, rule, regulation or direction

(including those caused directly or indirectly by the coronavirus outbreak (COVID-19)), difficulties or increased expense in obtaining raw materials, labour, fuel, parts or machinery, or import or export regulations or embargoes ("Force Majeure Event"), it shall have no liability to the Customer or be deemed to be in breach of the Contract in respect of the performance of such obligations as are prevented by the Force Majeure Event during the continuation of such Force Majeure Event, and for such time after they cease as is necessary for the Company to recommence its affected operations in order for it to perform its obligations, and the time for performance of any obligations shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or prevented. If the Company's performance of its obligations under the Contract is affected by a Force Majeure Event for a continuous period in excess of 6 months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not release the Customer from its obligation to pay any sums due under the terms of the Contract.

15. DATA PROTECTION

15.1 In the course of dealing with the Order, the Company will use personal information that the Customer provides in order to administer and process the Order and where, for example, the Company uses a third party subcontractor to carry out certain services on the Company's behalf, the Company may provide the Customer's personal information to that third party.

15.2 The Company will treat, and will ensure that any third party used by the Company also treats, any personal information that the Customer provides in connection with an Order in accordance with the Company's privacy policy which is set out at www.omar.co.uk/information/privacy.

16. GENERAL

16.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the Company. The Company may assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

16.2 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

16.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4 A waiver of any right or remedy under the Contract or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.6 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

16.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor, except as provided for in clause 2.9, constitute either party acting as the agent of another party for any purpose. Except as provided for in clause 2.9, neither party shall have authority to act as agent for, or to bind, the other party in any way.

17. COMMUNICATIONS

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post, or by email:

(a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company, or to the Company's sales office at salesadmin@omar.co.uk; or

(b) (in the case of the communications to the Customer) to the registered office of the Customer (if it is a body corporate) or (in any other case) to the address notified to the Company by the Customer in writing.

17.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two Working Days after posting (exclusive of the day of posting); or
(b) if delivered by hand, on the day of delivery; or
(c) if sent by email on a Working Day prior to 4.00 pm, at the time of transmission and otherwise on the next Working Day.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.