

TITON HARDWARE LIMITED

TERMS & CONDITIONS OF SALE

1. INTRODUCTION

- 1.1. These Terms and Conditions of Sale shall govern the sale of products by Titon Hardware Limited to its customers.
- 1.2. These Conditions do not affect any statutory rights a Customer may have as a consumer (such as rights under the Consumer Contracts Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).
- 1.3. In these Conditions the following expressions shall have the following meanings:
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| “Titon” | means Titon Hardware Limited, a company registered in England with company number 1071731 whose registered office is at 894 The Crescent, Colchester Business Park, Colchester, CO4 9YQ, United Kingdom; |
| “Conditions” | means these Terms and Conditions of Sale with Appendix One attached hereto as applicable; |
| “Contract” | means a contract for the sale of Products subject to these Conditions; |
| “Customer” | means a person, entity or business who purchases Products from Titon; |
| “Product” | means a product offered for sale by Titon; |
| “Product Description” | means information and technical details in respect of the individual Product which is provided in Titon's sales literature, catalogues or product guides. |

2. DESCRIPTION OF PRODUCTS

- 2.1. Each Product purchased is sold subject to its Product Description.
- 2.2. Titon shall provide installation instructions and (where appropriate) maintenance instructions for each Product at the point of sale. It is the Customer's responsibility to ensure such instructions are read, understood and followed.
- 2.3. No Contract governed by these Conditions shall be a sale by sample unless Titon expressly agrees in writing.
- 2.4. Any systems design presented by Titon is provided as a gesture of goodwill for illustrative purposes only. It is the responsibility of the Customer to ascertain the suitability of such systems design for Customer's specific use and purposes.
- 2.5. Titon takes all reasonable care to ensure that Product Descriptions are correct. However, all such details, including (without limitation) specifications, illustrations, colours, drawings and diagrams in Titon's catalogues, trade literature and other publications are of a generally informative nature and are approximate only. Titon shall not be liable whatsoever for inaccuracies, changes or alterations in dimensions or measurements given, quoted or made by it, however if such discrepancy between the Product Description and the Products supplied causes the Products to not be a reasonably adequate fit with the Customer's requirements, then the Customer may cancel the affected order.
- 2.6. Titon reserves the right at any time to make any modification in design or specification of the Products without prior notice to the Customer.

3. PRICING

- 3.1. Prices quoted for the Products on a case-by-case basis are those effective at the date of quotation or acknowledgment of enquiry and may change from time to time. Any specific written quotation given by Titon in response to a direct request by the Customer shall remain valid for a period of 30 days from the date on which it is given. Prices are inclusive of all packaging, delivery and insurance costs unless otherwise stated.
- 3.2. Notwithstanding clause 3.1 above, in the event that a Contract has not materialised into delivery of the Products, and invoicing thereof, within 12 months after the date of entering into the Contract, Titon shall have the right to review and revise the prices originally quoted for the relevant Products.
- 3.3. Where special materials are required for the execution of Customer's order these will be ordered and purchased by Titon subject to the delivery periods quoted by the suppliers to Titon. In the case of special materials which cannot readily be absorbed into Titon's stock, these shall be paid for by the Customer at cost price if for any reason whatsoever the relevant order is not completed other than by Titon's default. The Customer shall accept delivery of such materials, unless Titon agrees in writing to retain them.
- 3.4. Prices are quoted exclusive of VAT and other applicable taxes, imposts and levies which are or may be levied from time to time by any governmental, statutory or local authority upon the sale of the Products and such additions (if any) shall be charged at the rate prevailing at the tax point date.

4. OUR CONTRACT

- 4.1. All quotations given, orders accepted and Products delivered by Titon are subject to these Conditions together with the Conditions of Quotation and Supply for Ventilation Systems products, where applicable. The Customer is deemed to have accepted these Conditions on placing an order for Products with Titon.
- 4.2. The Customer's order shall only be deemed to be accepted when Titon sends to the Customer either:
- 4.2.1. formal written acceptance; or
- 4.2.2. a despatch/collection note whichever occurs first, and at that point the Contract shall come into existence.
- 4.3. The Customer shall at all times ensure that the material terms of its orders and any applicable specification are complete and accurate and clearly communicated to Titon in writing.

5. CANCELLATION

- 5.1. Save where the Customer deals as a consumer, the Customer may not cancel a Contract without Titon's written agreement, which may be withheld at will. If such agreement is given, the Customer shall indemnify Titon against all losses (including loss of profit) suffered by Titon arising out of such cancellation.
- 5.2. If the Customer is dealing as a consumer, the Customer has the right to cancel this Contract as specified in this clause 5.2 without giving any reason and the following provisions will apply:
- 5.2.1. The cancellation period will expire 14 days after the day on which the Products come into the Customer's physical possession or the physical possession of a person identified by the Customer to take possession of them.
- 5.2.2. To exercise the right to cancel, the Customer must inform Titon of its decision to cancel this Contract by clear statement (e.g. via e-mail). Alternatively, the Customer may fill in and submit the cancellation form which can be accessed on Titon's website at www.titon.co.uk/cancellation prior to expiry of the 14 days' cancellation period.
- 5.2.3. If the Customer cancels this Contract, Titon will reimburse to the Customer all payments received from the Customer for the affected order, including the costs of delivery (except for the supplementary costs arising if the Customer chooses a type of delivery other than the least expensive type of standard delivery offered by Titon). Titon may make a reasonable deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by the Customer.
- 5.2.4. Titon will make the reimbursement without undue delay, and not later than 14 days after (i) the day Titon receives back from the Customer any Products supplied; or (ii) if earlier, 14 days after the day the Customer provides evidence that it has returned the Products; or (iii) if no Products were yet supplied, 14 days after the day on which Titon is informed about the Customer's decision to cancel this Contract; whichever occurs last.
- 5.2.5. Titon will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement. As stipulated in clause 5.2.4 above, Titon may withhold reimbursement until it has received the Products back or the Customer has supplied evidence of having sent back the Products, whichever is the earliest.
- 5.2.6. The Customer shall send back the Products or hand them over to Titon without undue delay and in any event not later than 14 days from the day on which the Customer communicates its cancellation of this Contract to Titon.
- 5.2.7. The Customer shall bear the cost of returning the Products in a manner at least as secure and protective of the Products as when shipped to the Customer by Titon, unless otherwise agreed with Titon in writing.
- 5.2.8. The Customer is only liable for any diminished value of the Products resulting from handling which exceeds what is necessary to establish the nature, characteristics and functioning of the Products.

6. PAYMENT TERMS

- 6.1. Time of payment shall be of the essence of a Contract and unless otherwise expressly stated by Titon, payment shall be made by the Customer within 30 days from the date of invoice.
- 6.2. The Customer shall not be entitled to make any deduction from any payment due to Titon in respect of any set-off, counterclaim, discount, abatement or otherwise unless both the validity and the amount thereof have been expressly admitted in writing by Titon.
- 6.3. No payment shall be deemed to have been made by the Customer until Titon has received cleared funds.
- 6.4. Without prejudice to any other rights, failure to pay the price or any other monies payable by the Customer will

also entitle Titon at Titon's sole discretion either to refuse to make delivery of any Products agreed to be supplied or to cancel any Contract either in whole or in part by notice in writing to the Customer and without incurring any liability to the Customer for any loss caused by such delay or cancellation.

6.5. If payment of the price for the Products or any part thereof or of any other sums payable by the Customer is not made on the due date, Titon, without prejudice to its other rights hereunder, shall be entitled to charge in addition to any monies due hereunder interest on the outstanding amount or any part thereof at the rate of up to 8% per annum above the base lending rate of the Bank of England from the due date until payment is made. The Company reserves its right under the Late Payment of Commercial Debts (Interest) Act 1998.

6.6. If Titon's estimate or quotation for Products specifies payment in a currency other than pounds sterling (GBP), the price payable by the Customer may be increased by Titon pro-rata to any change that may occur in the value of that currency in relation to GBP between the date of Titon's estimate or quotation and the due date for payment by the Customer for the Products.

7. LIMITATION OF LIABILITY FOR SALE OF PRODUCTS

- 7.1. Titon will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Conditions, any Contract or the Products for:
- 7.1.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- 7.1.2. use or installation of any Products otherwise than for the purposes and within the technical parameters set out in the Product Description;
- 7.1.3. any loss of goodwill or reputation;
- 7.1.4. any special, consequential or indirect losses suffered or incurred by the Customer or any third party arising out of or in connection with these Conditions, the Contract or the Products;
- 7.1.5. shortages in quantity delivered unless the Customer notifies Titon of any such claim within 10 business days of receipt of the Products;
- 7.1.6. damage to or loss of the Products or any part thereof in transit (where the Products are carried by Titon's own transport or by a carrier on its behalf) unless the Customer notifies Titon of any such claim within 5 days of receipt;
- 7.1.7. defects in the Products caused by any act, omission, neglect or default by the Customer or of any third party; or
- 7.1.8. other defects in the Products unless notified to Titon within 30 days of receipt of the Products by the Customer or where the defect would not be apparent on reasonable inspection within 12 months of delivery.
- 7.2. In respect of shortcomings in the Products for which Titon is liable, Titon may at its option make good any shortage or non-delivery and/or as appropriate replace or repair any Products found to be damaged or defective. Damaged or defective Products shall be returned to Titon when it so requires, carriage paid by Titon.
- 7.3. Nothing in these Conditions shall exclude or limit Titon's or the Customer's liability for death or personal injury resulting from its negligence or that of its officers, agents or employees or any other liability that cannot be excluded or disclaimed by law.
- 7.4. Subject to clause 7.3, Titon's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of a Contract shall be limited to the total invoice price of the Products that gave rise to the liability.
- 7.5. The Customer acknowledges and agrees that it is solely responsible for ensuring that the installation of the Products complies with all applicable fire safety regulations, standards, and approvals. Titon makes no representation or warranty regarding the fire rating or regulatory compliance of any specific installation of the Products. The Customer undertakes to obtain all necessary certifications, approvals, and inspections for installation of the Products, and Titon shall not be liable for any non-compliance, damages, or penalties arising from improper installation of the Products by or on behalf of the Customer or failure to meet regulatory requirements by the Customer.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Titon warrants that the Products (i) correspond in all material aspects to the Product Description, and (ii) are free from defects in material and workmanship for a period of 12 months from the date of delivery, unless otherwise specified in the Product Description.
- 8.2. Notwithstanding the provision in clause 8.1(ii) above, in the event that the Product falls into any of the categories of Products identified in the Warranty Coverage section in Appendix One to these Conditions, the extended warranty term stipulated in Appendix One shall apply, subject to the terms and conditions stipulated therein.
- 8.3. Titon shall not be liable for a breach of the warranty in clause 8.1 unless the Customer gives written notice of the defect to Titon within 12 months from the date of delivery of the affected Products and Titon is given a reasonable opportunity (after receiving the Customer's notice and following authorised return of the Product to Titon) to complete its own examination. Titon may at its discretion request from the Customer the proof of purchase and a full description of the defect which the Customer must provide to Titon.
- 8.4. Titon shall not be liable for a breach of this warranty if the Product in question has been:
- 8.4.1. used by the Customer after the Customer has given notice to Titon of a defect;
- 8.4.2. tampered with in any way by the Customer or any third party;
- 8.4.3. stored in unsuitable conditions;
- 8.4.4. subject to misuse, incorrect installation, power surges, negligence or accident; or
- 8.4.5. maintained otherwise than in accordance with the instructions provided by Titon.
- 8.5. Subject to clauses 8.2 and 8.3, if any of the Products do not conform with the warranty in clause 8.1, Titon may, at its option, repair or replace such Products (or defective part) with the same or a suitable similar Product or refund the price of such Products paid by the Customer.
- 8.6. If Titon complies with clause 8.4, it shall have no further liability for a breach of the warranty in clause 8.1 in respect of the affected Products.
- 8.7. Customer expressly acknowledges and accepts that (i) the Product has not been developed or prepared to meet any specific requirements of any party, including any requirements of Customer, and (ii) Titon specifically disclaims any and all warranties and liabilities in relation to any systems design presented by Titon, and (iii) it is the responsibility of Customer to ensure that the Product and any systems design meet Customer's own individual requirements.
- 8.8. Subject to the foregoing, all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Products are hereby excluded to the fullest extent permissible under applicable law, and Titon shall be under no liability to the Customer for any loss damage or injury, direct or indirect, resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by Titon's negligence or that of its employees or agents. This does not affect the Customer's statutory rights where the Customer deals as a consumer.
- 8.9. FOR THE AVOIDANCE OF DOUBT, EXCEPT AS EXPRESSLY STIPULATED IN THESE CONDITIONS, TITON GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO QUALITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF PRODUCTS SUPPLIED AND THE CUSTOMER MUST DETERMINE THE SUITABILITY OF THE PRODUCTS ITSELF.

9. DELIVERY

- 9.1. Titon will use its best endeavours to comply with the despatch, collection and delivery dates but such dates are estimates only and not guaranteed and shall not be the essence of any Contract.
- 9.2. Delivery shall be deemed to take place on the earlier of either:
- 9.2.1. the physical handing over of the Products to the Customer or its delegated carrier or agent;
- 9.2.2. upon removal of the Products from Titon's premises when Titon has at the request of the Customer agreed to transport the Products; or
- 9.2.3. upon the placing of the Products in Titon's own storage facilities at the request of the Customer or upon its failure or refusal to accept delivery.
- 9.3. Customer agrees that if the Products are requested to be delivery in more than one consignment, then Customer shall be liable to pay for the additional carriage and insurance costs incurred in addition to an administration fee charged by Titon to make such arrangements.

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9.4. In the event of any failure to make delivery or delay in delivery (even if caused by Titon's negligence) the Customer shall have no claim whatsoever against Titon for any direct, indirect or consequential loss or damage of any kind (including, without limitation, pure economic loss, loss of profits, loss of business and depletion of goodwill), costs, damages, expenses or charges whether caused directly or indirectly by any delay in the delivery of the Products and in the event of any such delay the Customer shall not be entitled to terminate or rescind the Contract unless with the express agreement of Titon. Titon accepts no liability whatsoever for loss or damage to the Products in transit or in storage unless the same is caused by the negligence of Titon in which event Titon's liability shall be limited to, in Titon's sole discretion, (i) like-for-like replacement of the lost or damaged Products, or (ii) refund of any funds prepaid by the Customer for the affected Products.

9.5. Without prejudice to any of Titon's rights hereunder, if the Customer fails to give on or before the time Titon is ready to deliver the Products all instructions reasonably required by Titon and all necessary documents, licences, consents and authorities for forwarding the Products or otherwise causes or requests delay, the Customer shall pay to Titon all storage and other costs of whatever nature incurred or arising from such delay.

9.6. If the quantity of the Products delivered by Titon to the Customer falls below the quantity ordered by the Customer in a Contract, the Customer shall only be obliged to pay at the pro-rata rate for the quantity of the Products delivered but such deviation in quantity shall not give rise to a right on the part of the Customer to reject the Products that have been delivered by Titon without Titon's consent, and the Customer shall have no right to claim for damages for breach of contract. Titon shall deliver the remainder of the Contract as soon as practicable after receiving notice of the shortage in accordance with clause 7.1.5, and upon completion of the delivery, the balance of the Contract sum shall be payable by the Customer.

9.7. In the event that the Customer fails or refuses to take delivery of the Products when Titon takes step deliver in accordance with the Contract (where the Products are carried by Titon's own transport or by a carrier on Titon's behalf), the Customer shall be liable for all delivery costs for the initial attempt to deliver as well as any re-delivery costs, storage and an administration fee.

10.TITLE AND RISK

10.1. Title to the Products shall remain vested in Titon until the total invoice price for the Products, together with any other related charges, has been received in full (in cash or in cleared funds) by Titon.

10.2. Until such time as title shall pass to the Customer, the Customer shall hold the Products in a fiduciary capacity for Titon and store them separately from any other Products held by the Customer so that they remain readily identifiable as Titon's property (at no cost to Titon), and if payment for the Products is not made when due, the Customer shall, if so requested, forthwith return them to Titon.

10.3. Until title has passed to the Customer, the Customer must insure the Products on Titon's behalf for their full price against all risks to the reasonable satisfaction of Titon. On request, the Customer shall produce the policy of insurance to Titon. The Customer must hold the proceeds of the insurance (in an amount equivalent to the value of the Products) on trust for Titon and not mix them with any other money, nor pay them into an overdrawn bank account.

10.4. Titon may maintain an action for the price of the Products sold notwithstanding that title to them may not have passed to the Customer.

10.5. The risk in the Products shall pass to the Customer on delivery under clause 9.2.

10.6. Whilst the Products are in the possession of the Customer and before title to the Products has passed to the Customer, the Customer shall keep the Products properly maintained in the same condition as that in which they were delivered and shall make good any damage or deterioration. The Customer shall be entitled to install the Products in its possession in accordance with Titon's installation instructions or manuals after such time as title in the Products has passed to the Customer.

10.7. On termination of a Contract, howsoever caused, Titon's (but not the Customer's) rights contained in clauses 10.1 to 10.6 shall remain in effect.

11.STORAGE

11.1. If for any reason the Customer fails or refuses to accept delivery of the Products at the time when the Products are due and ready for delivery, Titon shall, at its storage facilities, store the Products and take reasonable steps to safeguard and preserve them until their actual delivery.

11.2. Storage of the Products shall be at the Customer's risk and expense and is subject to an additional charge of 2% of the Contract value per week.

11.3. If the Customer fails to take delivery of the Products within 28 days of notification that they are ready for delivery or that storage facilities are no longer available Titon shall have the right to sell, dispose or otherwise deal with the Products and the Customer shall be liable to Titon for loss (including profits) or damage which Titon suffers as a consequence of the Customer's failure to take delivery of the Products.

12.INDEMNITY

12.1. The Customer shall (and shall ensure that any third party to whom the Products may subsequently be supplied) comply with all instructions of Titon and any other manufacturer in relation to the fitting, installation, service and use of the Products and notwithstanding such compliance, the Customer shall keep Titon fully and effectually indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature and wheresoever arising, including without prejudice to the generality of the foregoing, claims for damage to property and consequential loss (including loss of profit) which may be made against Titon or which Titon may sustain, pay or incur arising out of or in connection with the supply, fitting, installation or use of the Products to the Customer.

13.INTELLECTUAL PROPERTY

13.1. The Customer acknowledges the existence of, and Titon's (and, as applicable, Titon's suppliers' and licensors') ownership of, all intellectual property rights, whether registered or unregistered, in the Products. Such intellectual property rights include, but are not limited to, industrial design rights, copyrights and schematics together with related bill of materials.

13.2. The Customer acknowledges and accepts that (i) all intellectual property rights vested in the Products remain with Titon (and Titon's suppliers and licensors, as applicable) at all times, and (ii) any additions, extension, modifications and improvements made to the Products at any time, whether developed by Titon independently from a Contract or arising out of Titon's professional services, consultancy or other services, together with all copyrights, design rights, trade secrets and all other intellectual property rights in each such item shall vest absolutely in, and shall be and remain the sole and exclusive property of, Titon at all times unless expressly agreed otherwise in writing.

13.3. The Customer, and any third party operating for or on behalf of the Customer, are expressly prohibited from copying, modifying, reverse engineering, disassembling or in any way adapting the Products or creating derivative works of the Products and any intellectual property rights vested in the Products.

14.DEFAULT OR INSOLVENCY OF CUSTOMER

14.1. If the Customer:

14.1.1. defaults in any way in its commitments with Titon or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Customer ceases to trade or suffers any distress or execution upon its property or assets;

14.1.2. makes or offers to make any arrangement or composition with its creditors or commits an act of bankruptcy or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition is presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

14.1.3. encumbers or in any way charges any of the Products; then the Customer's right to possession of the Products shall terminate immediately and all sums outstanding in respect of the Products shall become payable immediately and Titon shall have the right (without prejudice to any other remedies) to cancel any uncompleted order or to withhold or suspend delivery of the Products.

14.2. In the event of an order being cancelled by Titon in the above circumstances or being cancelled by the Customer (save where the Customer deals as a consumer), the Customer shall indemnify Titon against all loss (including profits), costs (including labour, materials and overheads) and all other expenses and damages incurred

by Titon in connection with the affected order and its cancellation (Titon shall give credit for the value of any materials sold or utilised for other purposes).

15.DATA PROTECTION

15.1. Titon and the Customer acknowledge that the personal data of either party's employees and / or representatives, more specifically names, contact details and job titles may be exchanged in the course of entering into and performing the Contract. Each party, insofar as it discloses such data for the purpose of performing the Contract, shall disclose only the information necessary for that purpose.

15.2. When processing the other party's employees' and / or representatives' personal data in connection with the Contract, each party undertakes to comply with the applicable legislation on the protection of personal data, including Statutory Instrument 2019 Number 419 Exiting The European Union Data Protection Electronic Communications The Data Protection, Privacy And Electronic Communications (Amendments Etc.) (EU Exit) Regulations 2019 (the "UK GDPR"), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal (the "Data Protection Regulation").

15.3. Each party independently undertakes responsibility for its own processing of personal data. Infringement by a party of the provisions of the Data Protection Regulation shall not give rise to shared liability with the other party hereto or the affected individual.

16.GENERAL

16.1. Severance

If any part of these Conditions is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of these Conditions.

16.2. Waiver

No waiver by Titon shall be construed as a waiver of any proceeding or succeeding breach of any provision of these Conditions.

16.3. Survival

Each provision of these Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

16.4. Force majeure

Titon shall not be liable for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of Products by Titon being prevented hindered delayed or rendered uneconomic by reason of circumstances or events beyond Titon's reasonable control including but not limited to acts of God, war, riot, strike, lock-out, trade dispute, or labour disturbance, fire, flood, storm, or other circumstances affecting the supply of the Products, or of raw materials therefor by its normal source of supply of the manufacture of the Products by its normal means or the delivery of the Products by its normal route or means of delivery and, if all or any part of the Contract becomes impossible to perform or otherwise frustrated. If due to such events or circumstances Titon has insufficient stocks to meet all its commitments it may apportion available stocks between its customers at its sole discretion.

16.5. Entire agreement

These Conditions govern the relationship between Titon and the Customer. No other terms and conditions shall apply notwithstanding any provisions to the contrary which may appear on the order form or purchase order or any other document or communication issued by the Customer whether or not the same is signed by or on behalf of Titon and whether issued either before or subsequent to the acceptance by Titon of the Customer's order. Any changes to these Conditions must be in writing and signed by both parties in order to have any effect. The Customer confirms that, in agreeing to accept these Conditions, it has not relied on any representation save insofar as the same has expressly been made a term of these Conditions and agrees that it shall have no remedy in respect of any representation. Nothing in this clause shall limit or exclude Titon's liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of these Conditions.

16.6. Assignment

The Customer shall not assign or transfer or purport to assign or transfer any Contract to which these Conditions apply or the benefit thereof to any person whatsoever. Titon may assign any Contract to which these Conditions apply or any part of it to any person, firm or company.

16.7. Law and jurisdiction

These Conditions shall be governed by and construed in accordance with the laws of England and Wales and the Customer irrevocably submits to the exclusive jurisdiction of the courts of England.

Appendix One to Terms & Conditions of Sale

Extended Warranty Terms Applicable to Certain Titon Hardware Products:

<https://products.titon.com/wp-content/uploads/2025/10/Titon-Hardware-10-Year-Extended-Mechanical-Warranty.pdf>