

Terms and Conditions for the FAKRO Certified Installer Scheme

These terms and conditions (**Terms**) apply to installers (**you** and **your**) who apply to FAKRO to become a FAKRO Certified Installer (**Certification**). You cannot claim to be a FAKRO Certified Installer until the Certification is awarded directly from FAKRO. By applying to join the FAKRO Certified Installer Scheme, you agree to the following terms and conditions:

1. WHO WE ARE

FAKRO GB Limited (**FAKRO, we, us** and **our**) is a manufacturer of roof windows and is a company registered in England and Wales under registration number 04009932 and our registered office is at Fakro House, Astron Business Park, Heathcote Road, Swadlincote, Derbyshire DE11 9DW.

2. ACCEPTANCE OF THE TERMS

By applying for Certification, you agree to comply with these Terms (the **Contract**).

3. CONTACT US

To contact us, telephone our team at 01283 554755 or email us at digital@fakrogb.com.

4. CHANGES TO THESE TERMS

4.1 FAKRO may vary the Contract or the FAKRO Certified Installer Scheme at any time by giving not less than 7 days written notice of the update or change.

4.2 Subject to clause 4.1, any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

5. APPLICATION FOR CERTIFICATION

5.1 You may only apply for Certification if you are an installer based in the United Kingdom.

5.2 To apply for Certification, you must book and complete the Better Fit Academy training session which can be found at <https://www.fakro.co.uk/roofers/book-a-training-session/> (**Certification Application**).

5.3 You warrant that the information you provide in your Certification Application is complete and accurate.

5.4 By submitting your Certification Application, you are making an offer to us to apply for Certification, subject to these Terms.

5.5 After you submit your Certification Application, you will receive an email from us acknowledging that we have received it and to arrange your attendance at an official Better Fit Academy training session, but please note that this does not mean that your Certification Application has been accepted.

5.6 Our acceptance of your Certification Application takes place when [you have attended and completed to our reasonable satisfaction a Better Fit Academy training session], at which point and on which date (**Commencement Date**) you will become a FAKRO Certified Installer and the Contract between you and us for your Certification will come into existence.

5.7 The Certification is valid for a period of 12 month from the Commencement Date and this Contract shall commence on the Commencement Date and continue, unless terminated earlier in accordance with these terms, for a period of 12 months (**Initial Term**). To maintain certified status, you must attend and complete to our reasonable satisfaction a refresher training session in the last 30 days of the Initial Term or a Renewal Period, following which the Contract will renew automatically at the end of the Initial Term for a further period of 12 months (**Renewal**).

Period). If you do not attend and complete to our reasonable satisfaction a refresher training session in the in the last 30 days of the Initial Term or Renewal Period (as applicable), the Contract will automatically terminate without notice at the end of the Initial Term or Renewal Period (as the case may be). You must contact us on 01283 554755 or by email at digital@fakrogb.com to book a refresher training session.

- 5.8 On becoming a FAKRO Certified Installer, you will join, and must comply with these Terms and the rules and requirements of, the FAKRO Certified Installer Scheme.
- 5.9 If we are unable to accept your Certification Application for any reason, we will inform you of this by email and we will not process your Certification Application.

6. **CONDITIONS OF CERTIFICATION**

- 6.1 In order to retain your Certification, you shall:

- 6.1.1 attend an annual refresher training session prior to the end of the Initial Term and each Renewal Period;
- 6.1.2 provide an emergency contact number and email address for customer support and issue resolution;
- 6.1.3 continue to comply with FAKRO's official installation guidelines and all requirements of the FAKRO Certified Installer Scheme that are in each case communicated to you in writing by us from time to time;
- 6.1.4 if a customer notifies you of an issue relating to the installation of any of our products by you, acknowledge the notification within 48 hours, respond to the notification and resolve, rectify or reperform any defective installation at your own cost;
- 6.1.5 provide customer service to customers for whom you have installed Fakro's products;
- 6.1.6 cooperate with us in all matters relating to the Certification including but not limited to any audits or assessments we need to carry out as part of verifying you are complying with the official installation guidelines and all requirements of the FAKRO Certified Installer Scheme as referred to in clause 6.1.3;
- 6.1.7 provide us, our employees, agents, consultants and subcontractors, with access to your premises and other facilities as we may reasonably require to undertake any audits or assessments;
- 6.1.8 provide us with such information and materials we may reasonably require in relation to your Certification, and ensure that such information is complete and accurate in all material respects; and
- 6.1.9 comply with all applicable laws in respect of the activities you perform using the Certification.

- 6.2 You must notify us in writing of any changes which may affect your Certification. Where changes are such that we reasonably believe will significantly affect your ability to comply with the obligations set out in clause 6.1, we may terminate the Contract with immediate effect on written notice or request you to make a new Certification Application.

- 6.3 You acknowledge and agree that if you fail to install any of our products in accordance with FAKRO's official installation guidelines or otherwise incorrectly we will not be liable to you or the customer for any liability, loss, damage, cost or expenses resulting from such installation not being carried out in accordance with FAKRO's official installation guidelines or being carried out incorrectly and we will not be liable for any defect in the product that is caused or arises from the installation of the product being carried out in accordance with FAKRO's official installation guidelines or being carried out incorrectly.

- 6.4 If you fail to comply with any of your obligations set out in this clause 6, we may immediately terminate the Contract and remove you from the FAKRO Certified Installer Scheme by giving written notice to you.

7. LEAD GENERATION AND INSTALLER LISTING

- 7.1 On becoming Certified, you may be featured on the FAKRO Lead Generation Map for the purpose of you receiving customer leads. The following information relating to you will be published on the Lead Generation Map:

- 7.1.1 Employer name;
- 7.1.2 Employer address;
- 7.1.3 Employer email address and phone number;
- 7.1.4 Services provided; and-
- 7.1.5 Geographical areas covered.

- 7.2 You acknowledge and agree that being listed as a Certified Installer does not guarantee a specific number of leads or jobs. You shall be listed as a Certified Installer on the CONNECT App and the website at www.fakro.co.uk.

8. TRAINING

- 8.1 Any training provided by us on our products in connection with your Certification is intended for your installation of our products only and should not be used by you to install any third party products.
- 8.2 Any training provided by us is intended to provide you with information and materials that may assist you in the installation of our products. We make no representation or warranty that the training provided will enable you to install our products to a particular standard or correctly or that the training provided will achieve any particular result. You shall be solely responsible for any installation you carry out and we shall not be responsible for any installation of our products carried out by you and we shall not be liable for any losses, damages, costs and expenses suffered or incurred by you or any other party as a result of the installation of our products by you.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 You shall at all times comply with any branding guidance we provide to you in writing from time to time.
- 9.2 All intellectual property rights in or arising out of or in connection with our products, your Certification, the FAKRO Certified Installer Scheme and any information and materials provided to you by us in relation to our products, your Certification or the FAKRO Certified Install Scheme will be owned by us.
- 9.3 We grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use those FAKRO names and logos that we notify you in writing may be used by you solely for the purpose of you promoting your Certification.
- 9.4 The licence granted by us under clause 9.3 may be revoked by us at any time by written notice to you

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will process any personal data you provide in relation to your Certification in accordance with our [Privacy Policy](#), the terms of which are incorporated into this Contract.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.
- 11.2 Subject to clause 11.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 11.2.1 loss of profits;
 - 11.2.2 loss of revenue;
 - 11.2.3 loss of sales or business;
 - 11.2.4 loss of opportunity;
 - 11.2.5 loss of agreements or contracts;
 - 11.2.6 loss of use or corruption of software, data or information;
 - 11.2.7 loss of or damage to goodwill or reputation; and
 - 11.2.8 any indirect or consequential loss.
- 11.3 Subject to clause 11.1, as the FAKRO Certified Installer Scheme is made available to you, and any training is provided to you by us under the Contract, free-of-charge we shall have no liability of any kind in any circumstances whatever to you under or in relation to the Contract.
- 11.4 Save as set out explicitly elsewhere in this agreement, no representations, conditions, warranties or other terms of any kind are given in respect of the FAKRO Certified Installer Scheme and any training provided to you under the Contract, and all statutory warranties and conditions are excluded to the fullest extent possible.
- 11.5 This clause 11 will survive termination of the Contract.

12. CIRCUMSTANCES WHERE WE MAY END YOUR CERTIFICATION AND THIS CONTRACT

- 12.1 We may suspend or terminate your Certification and/or terminate the Contract at any time with immediate effect on written notice if:
- 12.1.1 you make any statement or reference which in FAKRO's opinion is misleading or affect the reputation of FAKRO;
 - 12.1.2 you fail to comply with any of the terms or obligations in these Terms;
 - 12.1.3 you fail to pay any amount due under the Contract on the due date for payment;
 - 12.1.4 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
 - 12.1.5 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
 - 12.1.6 there is a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) of your organisation; or

- 12.1.7 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 12.2 Where we suspend your Certification, we may agree a remediation plan to address any non-compliance. Any remediation plan shall be subject to the Remediation Plan Process detailed in clause 13 of these Terms.
- 12.3 We may withdraw the FAKRO Certified Installer Scheme or your Certification at any time not giving you any less than 7 days written notice.
13. **REMEDIATION PLAN PROCESS**
- 13.1 If you fail any assessment or audits undertaken by us as part of your Certification to ensure you are meet the requirements of the Scheme (**Default**), we shall issue a written remediation notice to you (**Remediation Notice**) which shall specify the Default in outline and the actions you need to take with respect to remedying the Default.
- 13.2 We shall be under no obligation to give a Remediation Notice and/or follow the procedure set out in this clause if it issues a notice to terminate your Contract pursuant to clause 12.
- 13.3 Within 10 Business Days of receipt of a Remediation Notice, you shall either:
- 13.3.1 submit a draft Remediation Plan, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
- 13.3.2 inform us that it does not intend to submit a Remediation Plan, in which event we shall be entitled to terminate this Contract pursuant to clause 12.1.
- 13.4 We shall either approve the draft Remediation Plan within 10 Business Days of its receipt, or we shall inform you why we cannot accept the draft Remediation Plan. In such circumstances, you shall address all such concerns in a revised Remediation Plan, which it shall submit to the Client within five Business Days of its receipt of our comments. If no such notice is given, the Supplier's draft Remediation Plan shall be deemed to be agreed.
- 13.5 Once agreed, you shall immediately start work on the actions set out in the Remediation Plan.
- 13.6 If, despite the measures taken under clause 13.4, a Remediation Plan cannot be agreed within 20 Business Days then we may elect to end the Remediation Plan Process and terminate this Contract pursuant to clause 12.1.
- 13.7 If a Remediation Plan is agreed between the parties, but you fail to implement or successfully complete the Remediation Plan by the required remedial plan completion date, we may:
- 13.7.1 terminate this Contract pursuant to clause 12.1; or
- 13.7.2 give you a further opportunity to resume full implementation of the Remediation Plan.
- 13.8 If, despite the measures taken under clause 13.7, you fail to implement the Remediation Plan in accordance with its terms, we may terminate this Contract.
14. **CONSEQUENCES OF TERMINATION**
- 14.1 On termination of your Contract for any reason:
- 14.1.1 you shall immediately cease use of the FAKRO branding including reference to your Certification;
- 14.1.2 you shall pay all unpaid invoices and outstanding payments owed to FAKRO within 14 days; and

- 14.1.3 all registration documents and technicians' identity badges are, at FAKRO's direction, to be returned to FAKRO or destroyed. You agree to certify destruction of all documents and badges in writing to FAKRO within 30 days of your Contract terminating.
- 14.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.
15. **EVENTS OUTSIDE OUR CONTROL**
- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 15.2.1 we will contact you as soon as reasonably possible to notify you; and
- 15.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
- 15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 120 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred by us up to the date of the occurrence of the Event Outside Our Control.
16. **GENERAL**
- 16.1 **Assignment and transfer**
- 16.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on the FAKRO website if this happens.
- 16.1.2 You may not assign, novate or transfer your rights or your obligations under the Contract.
- 16.2 **Entire Agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 16.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 16.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 16.6 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: (i) if delivered by hand, at the time

the notice is left at the proper address; or (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting. This clause 16.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 16.7 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.