

Kent Door Services Ltd
Terms and Conditions of Sale and Services

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Below are the terms and Conditions of sale and services including installation for Kent Door Services LTD. These Terms and Conditions shall apply to all quotations, sales orders, services, maintenance and installations, unless otherwise specifically agreed in writing by both parties.

1. DEFINITIONS

In these terms and Conditions, the following **wording** applies throughout:

- 1.1 "KDS Ltd" means Kent Door Services Limited" (registered company number 09541025)
- 1.2 "Business Day" means any day other than Saturday, Sunday, Public holiday's in England and the Christmas shutdown period.
- 1.3 "The Customer" means the person, firm or company with whom the contract is made by the supplier whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person, firm or company.
- 1.4 "The supplier" or "company" means KDS LTD and/or its subsidiaries and/or associates.
- 1.5 "Customer premises" means the location specified as such in the contract/estimate or purchase order. Anywhere the customer has requested works be carried out.
- 1.6 "The contract" means the agreement between the customer and KDS Ltd for the supply of goods and/or services.
- 1.6 "Deposit" is a percentage of the invoice cost on all KDS services and sales. This payable in advance.
- 1.7 "Installation Services" means the installation of the equipment at the agreed site or property. "Install," "Installing" and "Installed" shall be interpreted accordingly.
- 1.8 "Writing" means in the format of letter, fax or email.
- 1.9 "Delay" means any issue at the place of work out of the control of KDS LTD. This includes but is not limited to induction problems, site structural issues and health and safety provisions.

2. QUOTES

- 2.1. The company reserves the right to withdraw a quotation at any time before it has been accepted by the customer. No quotation issued by the company shall constitute as an offer to supply goods and/or services.
- 2.2 All quotations may be subject to site visits where additional fees may be charged to the customer. The supplier may also charge the customer for any abortive visits and excessive number of tenders prepared.
- 2.3 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the goods and services, which the customer shall be additionally liable to pay to the Supplier.
- 2.4 The supplier shall not be liable for any errors or omissions contained in the final quotation.

3. ORDERS

3.1 No order shall be binding unless it has been accepted by the supplier in writing. The customer is required to have supplied all relevant information at the time of order acceptance. Should any relevant information come to light that has not been provided by the customer, the supplier will then be entitled to amend the terms of the order to reflect the implications of the information not provided. This may incur but not be limited to additional charges.

3.2 It is the customer's responsibility to check that the supplier's estimate and drawings are correct. Any discrepancy between the customer's order and the supplier's acceptance must be notified to the supplier in writing within seven (7) days of the date of such acceptance. In the absence of such notification the supplier shall be entitled to supply goods in accordance with the acceptance, and the customer shall be obliged to pay the agreed contract price thereof.

3.3 Although additions or changes by the customer to an order are welcomed, they will be treated as a new order, and should not be regarded by the customer as necessarily being on the same terms and conditions as the main order, unless expressly stated to be so by the supplier in writing.

4. ADDITIONAL COSTS

4.1 The customer agrees to pay for any loss or extra cost incurred by the supplier through the customer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the customer, its servants, agents or employees.

4.2 The supplier reserves the right to add additional charges for any extras ordered by the customer and that not specified within agreed quotation and for the expense of all inspections, tests alterations or additions or any other work undertaken at the customer's request. In particular, but without prejudice to the generality of the foregoing, the supplier may impose a charge for inspecting and/or testing goods and/or services alleged by the customer to be defective, or not in compliance with their contractual description, if the Supplier determines that the goods and/or services are not defective and/or do comply with their contractual description and/or any defects are not the responsibility of the supplier under the terms of the contract

4.3 If the customer requires the supplier to work outside the normal working hours (8 a.m. to 6 p.m. Monday to Friday) the supplier shall be entitled to charge the customer for all overtime worked at a rate to be notified in advance to the customer in writing. Should the customer require additional staff to attend the supplier shall be entitled to charge the customer for the extra labor costs incurred.

4.4 Abortive visits will be charged at a rate of £380 per day of work lost.

4.5 Installation delays will be charged at £35 per hour after the 1st hour of delays. If after 4 hours the delay is not rectified the abortive visit charge will apply.

5. DELIVERY

5.1 All times or dates given for delivery of the goods or programme of services are given in good faith but without any responsibility on the supplier's part. Time of delivery or performance shall not be of

the essence of the contract or any other contract nor shall the supplier be under any liability for any delay beyond the company's reasonable control.

5.2 The customer shall ensure that the agreed delivery to the customer premises can be reached with reasonable ease by a normal delivery vehicle of the type and size of the supplier's choice and shall provide the facilities necessary to safely unload the goods at the agreed delivery site. Damage occasioned due to the customer's failure to comply with this clause, shall be the customer's responsibility and a charge may apply.

5.3 If a customer fails to take delivery of the goods or any part of them on the due date and fails to provide any instructions, documents, license's, consents or authorizations required to enable the goods to be delivered on the due date the supplier shall be entitled upon giving written notice to the customer to store or arrange for storage if the goods and then risk of damage to the goods shall pass to the customer, delivery shall be deemed to have taken place, and the customer shall pay the company all costs and expenses including storage and insurance charges arising from its failure to deliver.

5.4 The company may at its discretion deliver the goods by instalments in any sequence

5.5 Where goods are delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by the company in respect of any one or more instalments shall vitiate the contract in respect of the previously delivered or undelivered goods.

5.6 Where agreed by the supplier and customer adequate labor and equipment must be provided by the customer for loading and unloading.

6 INSTALLATIONS

6.1 If the supplier agrees to undertake any installation service either of goods supplied by KDS Ltd or goods supplied by other companies, it reserves the right to instruct or employ a sub-contractor of its choice for that purpose.

6.2 Installation of equipment supplied, removal of old apparatus, equipment preparation and completion of site or foundation are not included in the contract price unless expressly stated in the supplier's quotation and the customer shall pay the costs incurred to the supplier upon request.

6.3 Where any contract between the supplier and the customer includes the installation of any goods it shall be the customer's responsibility to ensure that the relevant site or customer premises is made suitable for installation and that all reasonable access and facilities required on and about the site necessary for the continuous and efficient carrying out of the work during normal working hours are provided. If the customer fails to do this the supplier shall (but without prejudice to any of its accrued rights) be entitled to suspend or cancel the contract.

6.4 The supplier will not be responsible for faults resulting from the incorrect installation of equipment by the customer or its representatives or agents. In such a case, it is the customer's responsibility to commission and test the installation and to arrange at the customer's cost for any faults to be rectified.

7. TERMS OF PAYMENT

7.1 Unless otherwise agreed by the supplier in writing, the price for the goods shall be the price set out in the supplier's quotation and/or price list published on the date of delivery or deemed delivery. If so required by the supplier the customer shall pay a deposit. Prices shown on price lists and quotations are exclusive of value added tax unless otherwise stated. Packing, carriage and insurance are shown separately in any quotation and will be invoiced to the customers at the supplier's rates prevailing at the time of dispatch.

7.2 All invoices are payable as stated in the invoice and in no circumstances, shall the customer be entitled to make any reduction or withhold payment for any reason at all.

7.3 The type of payment shall be of the essence of the contract. Without prejudice to any other rights of the company, if the customer fails to pay the invoice price by the due date, the customer shall not be allowed discount (if any) given in that invoice and shall pay interest on any overdue amount from the date of which the payment was due to that on which it was made (whether before or after judgement) on a daily basis at a rate of 8% plus the Bank of England base rate for business to business transactions.

7.4 The customer will also have to reimburse to the supplier all costs and expenses (including legal costs) reasonably incurred by the supplier in the collection of any overdue amounts.

8 TERMINATIONS

8.1 The supplier may terminate any contract with the customer immediately on giving notice to the customer if:

- The supplier defaults in making any payment by the final date and remains in default not less than 7 days after being notified in writing to make the payment.
- An insolvency event occurs.
- Any land or buildings of the customer in which the supplier is to install goods are not fit for such installation or the supplier is refused access thereto.
- Any item supplied by the customer for incorporation into goods to be supplied by the supplier is not fit for such incorporation or is not supplied punctually