

# Idealcombi A/S

## Standard conditions of sale and delivery

### 1. DEFINITIONS

(a) The term 'Idealcombi' means Idealcombi A/S, Chancery Pavilion, Boycott Avenue, Milton Keynes, MK6 2TA, United Kingdom.

(b) The term 'Buyer' means the person, firm or company whose order is accepted by Idealcombi.

(c) The 'Goods' shall be the items supplied by Idealcombi in accordance with the agreed order.

### 2. QUOTATIONS

Quotations are valid for a period of 30 days from the date of issue unless otherwise stated in the quotation. Delivery dates referred to in the quotation are for guidance only and upon receipt of an acceptable order Idealcombi will agree with the Buyer a mutual acceptable delivery schedule. Amendments after acceptance of the order will not be acceptable without adjustment to the price.

### 3. SPECIFICATIONS

It is the responsibility of the Buyer to provide any necessary specifications, drawings, designs and other information necessary for the production of the Goods in sufficient time to enable Idealcombi to meet any agreed delivery date or dates. A delay occurring in the provision of such information may lead to a delay in delivery. The Buyer hereby indemnifies Idealcombi in full against costs, expenses or damages arising from such delay. The Buyer shall be responsible for ensuring that any specifications, drawings, designs and the like are correct and sufficient for the Buyer's purpose. The Buyer will also indemnify Idealcombi against any claims, loss, damages and expenses awarded against Idealcombi for breach or infringement of any copyright, trademark or intellectual property rights of any third party arising from the manufacture of the Goods as a result of the specifications, drawings or designs supplied by the Buyer.

### 4. DESIGN

(a) Where Idealcombi are responsible for design of the Goods, Idealcombi shall in performance of such design exercise the reasonable skill and care to be expected of a competent professional designer, but Idealcombi shall not have any liability to the Buyer in respect of the design of the Goods except in so far as they have failed to exercise such reasonable skill and care.

(b) Idealcombi does not accept responsibility for the design, strength, stability or suitability including tolerances of the sub-structure to receive Idealcombi Goods nor for any adverse

effects caused to its work by reason of latent defects, which may occur in sub-structure constructed by others.

### 5. DELIVERY

(a) Time for delivery is not of the essence & Idealcombi shall not be liable for any loss or damage caused by late delivery or by non-delivery.

(b) Unless otherwise agreed in writing, Idealcombi will package the Products as Idealcombi in its sole discretion considers appropriate in the light of the nature of the Products and method of transportation. Special packaging will be at the Buyer's expense and may delay delivery.

(c) Goods shall be delivered to the Buyer's designated place or otherwise agreed site and the goods will be considered delivered upon arrival prior to off-loading. Where delivery is on a hiab driver off-load lorry, pallets will be lowered to the ground, adjacent to the lorry. It is the Buyer's responsibility to off-load the goods on articulated or flat bed lorries and for any damage caused whilst off-loading the goods. It is the Buyer's responsibility to inspect the goods for any damage or defects. It is the Buyer's responsibility whilst inspecting the goods to notify Idealcombi in writing and by marking the carrier's receipt with details of any damage or defects. If the Buyer fails to so notify Idealcombi of any damage or defects at the time then no claims will subsequently be accepted for damage or defect to the goods.

(d) Should the Buyer fail to take delivery of the goods for any reason on the agreed date then the Buyer will reimburse Idealcombi for all costs or expenses in re-delivery and/or storage charges. Re-delivery and storage costs must be agreed in writing prior to re-delivery.

(e) The time allowed for un-loading the delivery lorry is 2 hours for a full load and 1 hour for a part load. If this time is exceeded then waiting time (demurrage) will be charged.

(f) Should the goods be damaged for any reason Idealcombi will not entertain any claim for consequential loss.

(g) The Buyer shall notify Idealcombi in writing of any shortfall of Goods delivered, or any non-delivery of the Goods, within 3 Working Days of delivery or, in the event of non-delivery, of the Anticipated Delivery Date. Idealcombi shall be entitled to make good any shortage or non-delivery of the Goods.

### 6. TERMS OF PAYMENT

Unless otherwise specifically agreed the following terms of payment will apply:

(1) Invoices are submitted at the same time as the Goods and payment shall be 30 days from the date of the invoice. Payment shall be of the essence of the contract and no deductions can be made from the invoices submitted without the prior written approval of Idealcombi. The payment must be made free of all deductions, withholdings, set-offs etc.

(2) If payment is not made in full when due then Idealcombi may, without prejudice to any other rights and remedies, suspend performance or delivery under this or any other contract with the Buyer. Idealcombi shall be entitled to interest on any overdue payments at a rate of 2% per month, on the balance outstanding until payment has been received in full by Idealcombi.

### 7. RETENTION OF TITLE

Until Idealcombi has been paid in full for the Goods supplied to the Buyer including any interest payable on late payments Idealcombi shall retain legal and beneficial title in the Goods. The ownership of the Goods will only pass to the Buyer when he has met all that is owing to Idealcombi no matter on what grounds. Until the date of payment of what the Buyer owes Idealcombi the Buyer shall keep the Goods in question for Idealcombi in the capacity of fiduciary owner and if required by Idealcombi shall store the Goods separately and in such a way that they are clearly the property of Idealcombi and can be recognised as such until payment has been made in full. If Idealcombi so desires they shall be allowed to enter on the site and dismantle and remove Goods supplied pursuant to the contract and the Buyer hereby grants to Idealcombi an irrevocable licence to enter upon the site for this purpose.

### 8. WARRANTIES

Subject to payment in full for the Goods Idealcombi warrant that the Goods will correspond to their specification and will be free from defects in materials and workmanship for a period of ten years from the date of delivery. Provided that the Buyer has installed, maintained and transported the Goods in accordance with the directions of Idealcombi. Any defects must be notified to Idealcombi within 7 days of delivery or where the defect would not become apparent upon reasonable inspection, within a reasonable time after the discovery of the defect. No liability will be entertained for defects arising from fair wear and tear, neglect, misuse or improper adjustment of the Goods nor where the defect is a result of a specification or other information provided by the Buyer. Idealcombi



must be given the opportunity to inspect any defects notified to them and if such inspection reveals that they are liable for the defect then Idealcombi may at their discretion either refund an appropriate amount of the purchase price, repair the Goods or provide replacement parts. When replacement Goods or parts are supplied the Buyer will be responsible for the cost of removing the defective Goods and installing the replacement Goods or parts.

## 9. NOTICES

All communications between the parties as required by these terms and conditions shall be by registered mail or delivered by hand to the other party's registered office or other office as may be notified from time to time. Notices shall be deemed to have been received 2 business days after posting if registered or by close of business on the day if delivered by hand.

## 10. TERMINATION

If the Buyer does not pay Idealcombi any amounts due under the contract or is otherwise in breach of any of the terms of this contract then Idealcombi may serve a notice on the Buyer specifying such failure or breach and requiring it to be remedied and if the Buyer fails to remedy the same within 7 days then the contract will be terminated forthwith.

If the Buyer makes any arrangement with its creditors or being individual or firm commits any act of bankruptcy or goes into liquidation or has a receiver appointed then Idealcombi might upon the giving of a notice terminate the contract forthwith.

Upon termination of the contract the Buyer shall pay to Idealcombi the total amount properly due them for Goods already supplied and for Goods being manufactured up to the date of determination. Such payment shall not prejudice Idealcombi's right to sue for and recover damages and/or loss and expense to which Idealcombi may additionally be entitled.

## 11. PATENTS, TRADEMARKS, INTELLECTUAL PROPERTY RIGHTS

The Buyer shall indemnify Idealcombi against all damages, penalties, costs and expenses to which they may become liable as a result of work done in accordance

with the Buyers specification, which involves infringement of a patent, design or copyright.

All intellectual property rights in the Goods and drawings and other technical information whatsoever which is submitted to the Buyer by Idealcombi in connection with the contract shall belong to Idealcombi and must not be copied or given to any third party without the express permission of Idealcombi. This extends without limitation to any patents, trademarks, names, copyright, design rights and the like.

## 12. FORCE MAJEURE

Without prejudice to any other of these conditions Idealcombi shall not be liable to the Buyer or deemed to be in breach of contract by reason of any delay arising from matters beyond its reasonable control, including war, terrorism, government restrictions, fire, flood, storm, explosion, accident, civil disturbance, shortage or unavailability of labour or materials, industrial action or transportation delays.

## 13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this contract hereby confirm that the contract and the conditions shall not confer on any third party any right or benefit and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded in full.

## 14. DISPUTE RESOLUTION

(1) In the event of a dispute arising under the contract either party may give notice in writing to the other party detailing the dispute and the remedy sought. Within 28 days of the issuing of such a notice the parties will meet and use their best endeavours to settle the dispute between them.

(2) In the event that the parties fail to resolve any dispute under item (1) either party may refer the matter to an adjudicator for a decision as detailed in Item (3) below. A decision given by an adjudicator shall be binding on the parties until a final resolution has been reached in a court of law.

(3) Should a party wish to refer a dispute to adjudication then the parties will be bound by the rules and procedures laid down in the Housing Grants,

Construction and Regeneration Act 1996 Sections 104 to 117 and the Scheme for Construction Contracts (England and Wales) Regulations 1998. It is agreed between the parties that Section 105 of the Construction Act is amended to include this contract and that Section 105 Sub-section (2)(d) is deleted.

## 15. GOVERNING LAW

These conditions and this contract shall be subject to and construed in accordance with English Law and the Buyer agrees to submit to the jurisdiction of the English courts. Any terms and conditions submitted by the Buyer will not be effective and these terms and conditions will prevail.

Date: 30.03.2016

### □ Payment details

Bank: Danske Bank, London Branch,  
75 King William Street, London, EC 4N 7DT  
Sort code: 30 12 81  
Acc. No.: 93790381

### □ Sales Office & Showroom

Idealcombi A/S  
Chancery Pavillion, Boycott Avenue  
Milton Keynes, MK6 2TA, United Kingdom  
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### □ Main Office & Production

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