

Idealcombi Direct Ltd.

Standard Conditions of Supply and Delivery

1. DEFINITIONS

(a) The term 'Idealcombi' means Idealcombi Direct Ltd, 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 for the purchase of goods.

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

2. QUOTATIONS AND ORDER

(a) Quotations are valid for a period of 30 days from the date of issue unless otherwise stated in the quotation. All quotations given and orders accepted are subject to these conditions. All other conditions whether expressly stated by the Customer or implied by custom are excluded. Variations to these conditions will only apply when agreed with and confirmed in writing by an authorised representative of Idealcombi.

(b) Quotations will be based on information, including accurate dimensions, received from the Buyer. Idealcombi will not be liable for any errors in the information supplied nor to the suitability of any of the Goods ordered. The Buyer will indemnify Idealcombi for any costs or damages arising from inaccurate information supplied to them.

(c) Any 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 mutually acceptable delivery schedule.

(d) An order placed by the Buyer will be in accordance with these standard conditions and will form a binding contract only on the issue of an order acknowledgement by Idealcombi. An Order from a Buyer may be rejected by Idealcombi at any time prior to the issuing of an acknowledgement. The Order acknowledgement will confirm the price to be paid for the supply of the Goods.

(e) The Buyer is responsible for ensuring the accuracy of the Order. The quantity and specification for the Goods must be set out in the Order and must incorporate all necessary information, including accurate dimensions, to enable Idealcombi to proceed with the supply and to agree a delivery schedule. Any amendments issued by the Buyer after issue of the acknowledgement will not be acceptable without adjustment to the price. If the Buyer should cancel the Order, Idealcombi will be entitled to recover

all costs and expenses, including damages and loss of profit, from the Buyer.

3. TERMS OF PAYMENT

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

(a) A down payment amounting to 50% of the value of the quotation will be required at the time of placing the order. The acknowledgement of Order will detail any monies due to be paid and production and manufacture of the Goods will not commence until such payment is received.

(b) Seven working days before delivery of the Goods is to be made in accordance with the agreed delivery schedule, payment for the balance of the quotation, 50%, shall be made to Idealcombi. If such payment is not received by Idealcombi delivery of the Goods will be suspended and held in storage until satisfactory payment has been received. Idealcombi will be entitled to charge storage costs for all Goods so held in storage and delivery will not be made until such costs have been agreed and paid. Payment shall be of the essence of the contract and the payment must be made free of all deductions, withholdings, set-offs etc.

(c) 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.

4. DESIGN

(a) Where Idealcombi are responsible for the design of the Goods, Idealcombi shall in the 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. The Buyer is responsible for the accuracy of any dimensions or other information given to Idealcombi to enable the design to take place.

(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) Delivery of the Goods will take place to a schedule agreed between Idealcombi and the

Buyer. Any failure by Idealcombi to deliver the Goods in accordance with the agreed schedule shall not entitle the Buyer to cancel the contract or make any claims for any losses or associated costs for late delivery or non-delivery. Goods shall be delivered to the Buyer's designated location by third party transport and the Goods will be considered delivered upon arrival prior to off-loading. It is the Buyer's responsibility to off-load the Goods (unless agreed delivery is on a hi-ab. If delivery is made on a hi-ab but the buyer decides to off-load using his own machinery and labour then it becomes the buyers responsibility to off-load) and to inspect them 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. It will be the Buyer's sole responsibility for any damage caused whilst off-loading the goods unless off-loaded by hi-ab. Idealcombi must be given the opportunity to inspect any damage or defects notified to them

(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) Should the Buyer fail to take delivery of the Goods on the due date then the Buyer will reimburse Idealcombi for all cost or expense incurred in re-delivery and/or storage charges.

(d) Should a delivery be turned away due to the site being unable to take or unload it (including inclement weather conditions, eg strong winds if crane off-load) an additional redelivery cost will be incurred. This has to be agreed prior to any redelivery.

(e) Risk and title of the Goods will pass to the Buyer upon delivery of the Goods.

(f) 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.

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



(h) Risk and title of the Goods will pass to the Buyer upon delivery of the Goods.

(i) 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. WARRANTY

(a) Subject to payment in full for the Goods Idealcombi warrant that the Goods will correspond to the quotation and order acknowledgement and will be free from defects in materials and workmanship for a period of ten years after delivery. Provided that the Buyer has installed, maintained and transported the Goods in accordance with the directions of Idealcombi. Idealcombi will issue a maintenance manual when delivering the goods and this Warranty is subject to the Buyer having maintained the Goods in accordance with such manual.

(b) Any defects or shortages in the Goods must be notified to Idealcombi within 5 days of delivery or where the defect would not become apparent upon reasonable inspection, within 5 days after the discovery of the defect. No liability will be entertained for defects arising from fair wear and tear, neglect, failure to maintain, misuse or improper adjustment of the Goods nor where the defect is a result of information provided by the Buyer.

(c) 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.

(d) Upon request by the Buyer, Idealcombi will supply an installation manual for the Goods. It is incumbent upon the Buyer to comply with such manual for the purposes of this Warranty but in any event Idealcombi have no responsibility whatsoever for the installation or any damage caused to the Goods or any costs arising from such installation.

7. NOTICES

(a) 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.

8. TERMINATION

Idealcombi may at any time give notice to the Buyer terminating the contract with effect from the date of serving the notice if:

(a) The Buyer is in any breach of these terms and conditions and fails to rectify such breach within 21 days of receipt of a notice from Idealcombi notifying them of the breach.

(b) The Buyer is unable to pay its debts when they become due or makes any arrangement with its creditors or commits any act of bankruptcy or goes into liquidation or has a receiver appointed.

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

9. PATENTS, TRADEMARKS, INTELLECTUAL PROPERTY RIGHTS

(a) The Buyer shall indemnify Idealcombi against all damages, penalties, costs and expenses to which they may become liable as a result of any Goods supplied in accordance with the Buyers specification or special requests, which involves infringement of a patent, design or copyright.

(b) All intellectual property rights in the Goods and any drawings or 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.

10. FORCE MAJEURE

(a) 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.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

(a) 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.

12. DISPUTE RESOLUTION

(a) 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.

(b) 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.

(c) Any adjudication shall be carried out in line with the Model Procedures as published by the Construction Industry Council current at the time of the dispute. The Adjudicator shall be nominated by the Royal Institute of Chartered Surveyors.

13. GOVERNING LAW

(a) 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.

Date: 30.03.2016

Sales Office & Showroom

Idealcombi Direct Ltd.
Chancery Pavilion, Boycott Avenue
Milton Keynes, MK6 2TA, United Kingdom
Tel: 01582 869 010 • info@idealcombi-direct.com
www.idealcombi-direct.com

Bank details

Address: Danske Bank, London Branch,
75 King William Street, London, EC 4N 7DT
Transfer: Sort code: 30-12-81 • Acc. No. 35007202

Registrations

VAT no. GB129891473
Company no. 07891975