

KALIBRE KITCHENS LTD - TERMS AND CONDITIONS

1. GENERAL GLOSSARY

- 1.1 For the purpose of these terms and conditions, the following words shall have the following meanings:
- a. "Us/we" shall mean Kalibre Kitchens Ltd
 - b. "Customer/you" the person or organisation for whom we agree to carry out work and/or supply materials
 - c. "Our representative" shall be the person we send to you to do work.
- 1.2 You personally will be deemed to be our customer unless it is made clear to us who the customer is and we have confirmation that you have the right to instruct us on their behalf.

2. ADDITIONAL WORK REQUESTED BY CUSTOMER

- 2.1 For additional work needed to rectify existing systems to meet current industry regulations, parts, materials, labour and VAT will be charged to the Customer with their agreement at the current rate quoted.
- 2.2 The total charge to the Customer will be the time spent by our representative doing the work, parts and materials used. If the required materials are not available locally then they will be ordered, any carriage or postal costs will be charged to the Customer.

3. QUOTATIONS

- 3.1 Quotes will include labour and materials +VAT. The price will be fixed but manifest errors shall be exempted. Quotes may need to be revised if you change the scope of the work, if there is an increase in the price of materials, or if further works are needed to complete the job.
- 3.2 All quotations submitted by us remain open to acceptance for a period of fourteen days from the date thereof. The quotation is based upon the conditions:
- 3.2.1 That the work will be carried out during normal working hours (8.00 a.m. to 6.00 p.m. Monday to Friday);
 - 3.2.2 That we will be given unrestricted access to the premises upon which the work is to be executed; and
 - 3.2.3 That all areas in or on which work is to be executed are fully accessible.
- 3.3 Acceptance of any quotation constitutes a warranty and representation by the Customer that the requirements of every applicable statute, order-in-council, regulation or direction, bye-law or other lawful requirement or instruction, whether of the Government or any local or other lawful authority, have been complied with and that every necessary licence, permit or authorities that may be required in connection with the work has/have been obtained.
- 3.4 A 50% deposit is required when you order your kitchen installation from us in order to pay for materials, this is non-refundable and will be deducted from your final bill.
- 3.5 If you require us to hold a specific installation date for you in advance of making a kitchen deposit payment – as above in 3.4 (this is mainly in the case of kitchen projects where sub-contractors working directly for the Customer, especially building works, and any works outside those contracted by Kalibre Kitchens) then a £1,500 deposit is payable for this installation date, which is non-refundable and will be deducted from your final bill. If the date specified by the Customer changes we require a minimum of three weeks notice in writing from the Customer, if the Customer gives less notice than the required three weeks then the £1,500 deposit will be absorbed as loss of earnings for that week and is deemed outside of the original quotation given for the kitchen installation.
- 3.6 Unless previously agreed in writing, redundant materials removed in the execution of the contract works shall remain the property of the Customer and will not be cleared from the site by us. Where prior agreement to remove materials has been made, such materials shall be deemed to become our property and responsibility upon removal, and we shall be liable for safe and proper disposal of the said property and shall abide by every applicable statute, council regulation or direction, bye-law or other lawful authority.

4 TIMEKEEPING

- 4.1 We will make every effort to attend each job at the time and date agreed with you. However, we cannot accept any liability for either arriving late or the late delivery of materials.

5 PAYMENT

- 5.1 All invoices are payable immediately upon delivery to the customer. In the event of payment not being made in accordance with these Conditions, interest will be charge on all outstanding monies at the rate of 4% over the HSBC Bank base rate per month for all consumer contracts and in accordance with statute and commercial guidelines for all business contracts.

6 TITILE TO GOODS

- 6.1 Goods supplied and delivered by us to you, or your premises shall remain our property and we will continue to have title over them until paid for in full by the customer.
- 6.2 If you instruct us to do works or buy materials and then cancel, we reserve the right to charge you for the cost of any time and materials incurred by us.

7 GUARANTEE

- 7.1 We offer a twelve month guarantee period of our labour and for all parts of kitchen furniture supplied by us. If you are not satisfied with our work, you must contact us, in writing, within 12 months of finishing the work and let us come and inspect the work and carry out the necessary remedial work at our expense. You agree that if you do not contact us within 12 months we will not be held liable for any breach or loss. You agree to allow our insurers complete and unfettered access to inspect any works carried out by us in accordance with this clause.
- 7.2 Appliances are covered by their own manufacturers guarantee and vary by manufacturer – check their websites for latest information.
- 7.3 The Contractor's liability is limited to the rectification or repair of the faulty equipment within the period of the guarantee.

8 THINGS WE CANNOT COVER

- 8.1 We are unable to guarantee our work, parts and equipment supplied to you if they are misused, treated negligently or if our work is repaired, modified, or tampered with by anyone other than us.
- 8.2 Where we carry out works for you using your materials we can take no responsibility for the quality, fitness for purpose or otherwise of these materials so we cannot accept responsibility for them.
- 8.3 We cannot guarantee work where you order us to carry out work against the advice of our representative. This advice will be given to you either orally, or in writing.
- 8.4 Our guarantee in accordance with clause 7 is void if we indicate that further work needs to be carried out and you opt not to proceed with such works.
- 8.5 We cannot guarantee work or remedial work on existing installations that are either inferior or over 10 years old nor can we guarantee the effectiveness or otherwise of our work in these cases.
- 8.6 We shall not be held liable for any delay or consequences of any delay in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.
- 8.7 We shall be entitled to recover the costs or damages from any person or contractor whose negligence or faulty workmanship makes us liable to pay for any damages or rectification of work.

9 GENERAL NOTES

- 9.1 We reserve the right to refuse or decline to undertake any work.
- 9.2 We reserve the right, at our absolute discretion, to choose who will represent us.
- 9.3 This contract is subject to the condition that any existing plumbing, electrical or gas system or part thereof, which is to form a part of, or to be used in conjunction with, any installation and/or goods which is/are the subject of this contract, is/are in good working order. No responsibility is accepted for the efficient or effective working of such existing system and/or goods or any part thereof.
- 9.4 These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by our duly authorised

representative and you. Your entering into a contract with us determines your unequivocal acceptance of our terms and conditions and acceptance that these terms and conditions shall prevail over any previous terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you other than those amended and executed by our duly authorised representative and you.

- 9.5 These terms and conditions and all contracts awarded between us and the Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.