



KI (UK) LTD

STANDARD TERMS & CONDITIONS

JUNE 2017

## KI (UK) Ltd Terms & Conditions

KI (UK) orders are accepted as per terms and conditions laid out below.

### 1 Terms of Sale

Payment terms are strictly Net 30 days. All prices are subject to change without prior notice. All sales are subject to advance payment in full or a fifty percent (50%) advance deposit unless otherwise agreed. Overdue accounts will be charged interest of 1.5% per month on any amounts remaining unpaid.

### 2 Sales Policy

Possession of a price does not constitute authority to purchase and/or sell products contained herein.

### 3 Acknowledgements

Every order is acknowledged. Orders will be manufactured and invoiced based upon the information on the acknowledgement. If there is any discrepancy, please notify KI (UK) immediately. All acknowledgments contain an estimated shipping date. Your order may actually ship earlier than the estimated shipping date, depending on the backlog at the time. If for some reason you do not want the merchandise earlier than a specific date, the required date must be noted on your purchase order with the prefix "Do not ship before..."

### 4 New Accounts

New open accounts can only be established by the submission and approval of appropriate credit information and references. Establishing credit may take up to four (4) weeks from date of order receipt. Please allow adequate time for credit approval and production when submitting first open account order, or enclose payment with order.

### 5 Warranty

The period of guarantee is one (1) year to lifetime depending on the product. Please refer to the Product Specification Guide for details on each product or contact Customer Services for details. Guarantees are calculated from receipt of the article. The guarantee does not include parts that are subject to normal wear and tear, nor does it include any materials provided by the customer. Third party supplied product e.g. electrical items are subject to manufacturer warranty.

### 6 Warranty Limitations

KI (UK)'s warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI (UK), nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the customer that is not a standard KI (UK) product offering) used in the manufacture of KI (UK) products. Issues arising from normal wear and tear are not covered by this warranty. KI (UK) does not warrant the matching of colour, grain or texture except to within commercially acceptable standards nor does it warranty changes in surface finishes due to aging or exposure to light. A product will not be considered defective, and KI (UK) will not be obligated to replace it, if the product is subject to any of KI (UK)'s written planning, installation or user guides, and is not installed or used as recommended therein. In addition KI (UK) does not warrant: marks, scars or wrinkles that naturally occur in leather; the colour fastness or the matching of colours of textiles,

including an exact match to cuttings, samples, or to swatch cards; or damage, marking or staining on work surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing implements.

SUBJECT TO THE PROVISIONS CONTAINED IN PARAGRAPHS 5 & 7, KI (UK) HAS NOT MADE AND DOES NOT WISH TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY OR MERCHANTABILITY OF THE MERCHANDISE.

### 7 KI (UK)'s Liability

KI (UK)'s liability on any claim of any kind for any loss or damage arising out of, or connected with, or resulting from the shipment by KI (UK) of the merchandise identified on the reverse or breach thereof, shall be limited to the replacement or repair, at KI (UK)'s exclusive option, of any alleged defective merchandise. KI (UK)'s obligation hereunder shall be subject to the individual warranties set forth in KI (UK)'s warranty documents: "KI (UK) Ltd Rights and Warranties - Workplace", "KI (UK) Ltd Rights and Warranties - Education" and "KI (UK) Ltd Rights and Warranties - Middle East", the knowledge and receipt of which you hereby acknowledge.

### 8 Limitations on Liability

KI (UK) shall not be liable to you for any injury, loss or damage, personal, commercial or any other perceived liability, caused or alleged to be caused directly or indirectly by the merchandise identified on the reverse side of the acknowledgement, by inadequacy thereof, or defect therein, or by any incident in connection therewith. You acknowledge that the merchandise identified on the reverse side of the acknowledgement is suitable for your intended use, and you assume all risk and liability whatsoever in connection therewith. In no event shall KI (UK) be liable for the anticipated profits or for incidental or consequential damages. In no event shall KI (UK)'s liability exceed the price allocable to the merchandise which gives rise to the claim. KI (UK) shall not be liable for penalties of any description.

### 9 Title of Merchandise

(a) Title of merchandise will remain with KI (UK) until the Goods have been fully paid for. If the Goods are damaged by the Customer's carrier while in transit, the Customer has the sole obligation of seeking any appropriate recourse against their carrier.

(b) KI (UK) can stop Goods in transit; enter premises occupied by the Customer, and enter any premises where Goods are held on behalf of the Customer, and recover Goods the subject of any Order if a default in payment for Goods, or insolvency of the Customer, occurs. The Customer hereby grants to KI (UK) a right to enter such premises in order for KI (UK) to exercise its rights under this clause 9(b).

(c) The Customer hereby indemnifies KI (UK), its officers, employees, agents and contractors for any costs of removal, claims, actions and causes of action of any kind in respect of the removal of Goods under clause 9(b).

Until full payment of the Goods has been made, the Customer shall, where such Goods are in the Customer's possession:

- (i) hold the Goods on a fiduciary basis as KI (UK)'s bailee;
- (ii) store the Goods at no cost to KI (UK), separately from all other goods of the Customer or any third party and readily identifiable as KI (UK)'s property;

- (iii) not destroy, deface or obscure any identifying mark or packaging on, or relating to the Goods;
  - (iv) maintain the Goods in satisfactory condition and keep them insured on KI (UK)'s behalf for their full price against all risks to the reasonable satisfaction of KI (UK) and on request produce the policy of insurance to KI (UK); and
  - (v) not pledge or in any way charge by way of security for indebtedness any of the Goods.
- (d) The affixing of Goods to any part of a building does not have the effect of making the Goods a fixture and is severable by KI (UK).
- (e) If Goods are used in the manufacture of new objects or otherwise mixed then, to the extent permitted by law, ownership in the Goods which are incorporated into that object or objects shall remain with KI (UK) as surety for full payment of any monies due.

### 10 Freight Terms

Delivery dates are estimates only and KI (UK) is not liable for any loss or damage for failure to deliver by those dates. KI (UK) reserves the right to use its own or commercial carriers for the best way to ship, at its sole discretion. Deliveries are based on tailgate delivery in 40ft articulated vehicles during normal working hours (Mon-Fri 9am-5pm). Timed delivery or vehicle restrictions due to site access may incur a surcharge.

### 11 Redelivery of Freight

When redelivery of merchandise is required because a customer is not ready to accept merchandise, and no notification of this fact is given to KI (UK) at least one week prior to the scheduled ship date, the actual costs for freight plus 20% of the order value, will be billed to the Customer.

### 12 Shipment Damage Claims

All merchandise is packed to comply with carrier requirements. All shipments should be carefully inspected by the consignee before acceptance, and the delivering carrier should be requested to record any damage or shortage. If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Notification of concealed damages must be made to the delivering carrier within 48 hours after delivery of merchandise. Carrier liability ceases after 48 hours. CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

### 13 Shortage Claims

Shortage claims reported 48 hours after shipment date will not be honoured.

### 14 Unopened Shipment Damage Claims

Neither KI (UK) nor the carrier will be responsible for concealed damage claims if shipments are left unopened. Notification of concealed damages must be made to the delivering carrier within 48 hours of delivery of merchandise.

### 15 Revised Orders

There may be an opportunity to revise orders at no cost within one week of the client Purchase Order date. Please contact your Sales Representative to establish the position on any relevant Purchase Orders. All revisions later than one week after client Purchase Order date will be subject to charges. Revised orders will be subject to revised lead times.

### 16 Changes and Cancellations

Orders entered and acknowledged cannot be changed or cancelled without KI (UK)'s consent. The customer is responsible for all costs incurred, and a minimum cancellation or change charge of 25% of the order value will be invoiced if an order is cancelled or changed within ten (10) working days of shipment.

### 17 Repair and Replacement

Any labour charges for correcting a manufacturing problem must be submitted by the Customer and approved by KI (UK) before correction is undertaken, if the products is under warranty. Labour charges will be paid by the Customer if the estimate was not submitted and approved prior to labour being completed.

### 18 Returns

KI (UK) will not permit the return of materials shipped and acknowledged. Return shipments when accepted are subject to a rehandling, restocking charge, the amount of which will be determined after the merchandise is received and inspected are agreed in writing by KI (UK). All freight or express charges must be prepaid on return shipments; otherwise, they will not be accepted. Damaged materials and all items specially built to order cannot be returned under any conditions.

### 19 Product Modification

Compliance with applicable laws, regulations, codes, certifications and manufacturing standards are disclaimed if this product is misused, improperly installed or modified in any respect (including, without limitation, any change in mechanical components affecting stability, load capacity or load distribution) after shipment from KI (UK).

### 20 Product Design

KI (UK) reserves the right to make changes in design and construction or discontinue products without prior notice. All dimensions shown are to be considered approximate.

### 21 General

- (a) KI (UK) is not liable for any failure where the failure is due to circumstances or any act or omission which are not directly within KI (UK)'s reasonable control, including acts of terrorism, natural disaster, industrial action, or a failure of a supplier, public utility or common carrier.
- (b) Delay in exercising or non-exercise of any right under this Agreement by KI (UK) will not constitute a waiver of that or any other right.
- (c) Waiver of a breach of any term of the Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
- (d) If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement.
- (e) The Agreement constitutes the entire agreement between the Parties in relation to its subject matter.
- (f) A person who is not a party to this Agreement has no rights to enforce, or to enjoy the benefit of, any provision of this Agreement.
- (g) The Agreement, and any dispute arising under or in connection with it shall be governed by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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