

K DESIGN GROUP TERMS OF SALE:

1. The Basis of Contract

1.1 These are the Conditions which apply to the Contract which exclude any other terms that the Customer seeks to impose or incorporate regardless of trade, custom, practice or course of dealing.

1.2 By placing an order you as the Customer agree to purchase the Goods in accordance with these Conditions. You as the Customer are responsible for ensuring that the order you complete is accurate.

1.3 Any samples, design drawings or diagrams will not be subject to fault as you as the customer will provide this information to the agent – K Design Kitchens, there K Design Kitchens cannot be found at fault if any issues relating to this product arises.

1.4 A quotation for the Goods given by K Design Kitchens shall not constitute an offer. A quotation shall only be valid for the period of time.

2. Goods

2.1 The Goods which are Described in K Design Kitchens sales materials – online or hard copy. The sales literature (including product prices) was correct at time of print, but is subject to change from time to time. The Customer should ensure that they have the up to date price for the Goods before making an Order.

2.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify K Design Kitchens against all liabilities, costs, expenses, damages and losses of any kind suffered or incurred by K Design Kitchens in connection with any claim made against K Design Kitchens for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with K Design Kitchens use of the Specification. This clause 3.2 shall survive termination of the Contract.

3. Delivery

3.1 K Design Kitchens utilises the delivery service of the supplier and they shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and the suppliers reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

3.2 K Design Kitchens supplier or third party choice shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after K Design Kitchens notifies the Customer that the Goods are ready.

3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

3.4 Any dates quoted for delivery are approximate only. K Design Kitchens shall not be liable for any delay in delivery of the Goods that is caused by a natural event or if the Customer fails to provide K Design Kitchens with the adequate delivery instructions or any other instructions that are necessary to the supply of the Goods to the Customer.

3.5 It is the customers liability to provide the manpower necessary for unloading the goods on the day they are notified delivery will be taking place. K Design Kitchens shall not be liable for any damage that occurs whilst unloading. The Customer shall unload the Goods with reasonable speed. Failure to do so could result the delivery to return uncompleted and appropriate additional charge will be made.

3.6 If the Customer fails to accept delivery of the Goods within two Business Days of K Design Kitchens notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Natural Event or K Design Kitchens failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9:00am on the second Business Day after the day on which K Design Kitchens notified the Customer that the Goods were ready; and

(b) K Design Kitchens shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.7 If 14 Business Days after the day on which K Design Kitchens notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of the Goods, K Design Kitchens may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

3.8 If the Customer wishes to claim that there is any shortage on the delivery of any Goods or that any of the Goods are delivered damaged, the Customer shall give notice to K Design Kitchens within 24 hours of

delivery, failing which the Goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.

(a) If short delivery does take place, the Customer shall not reject the Goods but shall accept the Goods delivered as part performance of the Contract

(b) If short delivery or damaged Goods are complained of, K Design Kitchens shall be under no liability in respect thereof unless a reasonable opportunity is provided to K Design Kitchens before any use thereof is made by the Customer

(c) K Design Kitchens liability for short delivery or damaged Goods shall be strictly limited to the provision of any Goods not delivered or the replacement or, at K Design Kitchens option, repair of any damaged Goods.

3.9 K Design Kitchens reserves the right to make delivery by instalments and to tender a separate invoice in

4. Price and Payment

4.1 The price of the Goods will be the price set in K Design Kitchens Order Confirmation or as otherwise agreed in writing by K Design Kitchens.

4.2 K Design Kitchens may, by giving notice to the Customer at any time before delivery, have the right increase the price of the Goods to reflect any increase in the cost of the Goods beyond our control.

4.3 Redelivery for goods, due to no fault of K Design Kitchens will be charged accordingly.

4.4 The price of the Goods is the amount the customer must pay in full before any order can be placed. The Customer shall, on receipt of a valid invoice from K Design Kitchens, pay to K Design Kitchens such amounts as are chargeable on the supply of the Goods.

4.5 Once we have in writing from the customer to complete the order K Design Kitchens will send an invoice for the completion of payment – which will include payment terms and methods.

4.6 Payment can be made in CASH or to the NOMINATED bank account for K Design Kitchens. Only once this is complete the order will be made.

4.7 If the Customer fails to make any payment due to K Design Kitchens under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate from time to time in force under the Late Payment of Commercial Debts (Interest) Act 1988. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

4.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against K Design Kitchens in order to justify withholding payment of any such amount in whole or in part. K Design Kitchens may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by K Design Kitchens to the Customer.

5. General

5.1 Purchasing of Goods

(a) As a customer, you are agreeing to purchase goods from a supplier whom is not involved with the manufacturing of the product. This means you are also liable to warranty period set by the supplier. All dealings will be through K Design Kitchens, however we are subject to the methods set by the supplier.

5.2 Agreement to K Design Kitchens

If you become aware of the suppliers details, you are not able to purchase from them directly or indirectly due to the agreement in place between K Design Kitchens and our suppliers. Failure to adhere to this clause will result in compensation due to K Design Kitchens as a loss of trade.

5.3 Severance

(a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

5.4 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or

remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5.5 Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

5.6 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by K Design Kitchens.

5.7 Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.