

# **Valdi Professional Terms & Conditions**

## **Definitions**

- i) 'The Company' means the appropriate Company belonging to Valdi Ltd.
- ii) 'The Customer' means the Corporate Entity, firm or person seeking to purchase goods or services from The Company.
- iii) 'The Goods' means the goods, which the Company is to supply in accordance with these Terms and Conditions of sale.
- iv) 'The Services' means the services, which the Company is to supply.

## **Application**

- i) These Terms and Conditions shall apply without modification and to the exclusion of all and any other conditions including any appearing in any quotation, form of acceptance, delivery form or other document or letter emanating from The Customer to The Company unless otherwise agreed by The Company Directors.

## **Quotations**

- i) All quotations, unless otherwise stated, are subject acceptance within 14 days. Acceptance of the quotation and all terms and conditions will be from point of initial payment.
- ii) No Value Added Tax has been included unless specifically stated but will be added in accordance with Government legislation. Products from the Valdi Professional range will not be considered for VAT exemption by the company.
- iii) Unless otherwise stated, prices are based on current rates of labour, materials and transport costs and may be subject to amendment on, or after, acceptance of any subsequent order to meet variation in costs.

## **Orders**

- i) Any order from The Customer will be subject to acceptance in writing by The Company.
- ii) All prices are subject to confirmation on The Company's official acknowledgement form on receipt of the order. The Customer should check all particulars on this form and advise The Company immediately should there be any discrepancies.

## **Payment**

- i) Orders will be processed on receipt of the signed order form and 50% payment of the goods and services total value.
- ii) Final balance is 7 days prior to delivery and can be paid by cheque, credit card, bank transfer or cash. Please note there is a surcharge plus VAT for amounts paid by credit card charged at the same rate as charged to The Company. The current rate is 1.5% however this may be subject to change at any time. Should The Customer delay the delivery; payment is due 7 days prior to the pre-arranged delivery date.
- iii) If payment is not paid on delivery The Company shall be entitled to recover from the Customer interest, payable at the County Court rate applicable at the time of the contact, on any outstanding balance until the actual date of payment. This right shall exist without prejudice to any other right of The Company.
- iv) If The Customer fails to make any payment on the due date then The Company shall be entitled to cancel any subsisting supply contact with or suspend any further deliveries to or collections by The Customer and also appropriate any payments made by The Customer for such Goods, Services or materials or goods, services or materials supplied to The Customer under any contact as The Company shall not incur any liability to The Customer in respect of such cancellation or suspension and this right shall exist without prejudice to any other right of The Company. Failure to make payment or reimburse The Company for any losses due to cancellation may be recovered by the resale of products. Full details of the resale will be made available to The Customer and any surplus funds, less costs will be refunded to The Customer.
- v) The Company reserves the right at any time at its discretion to demand security for or vary the terms and methods of payment, for continuing with or delivering Goods or Services in satisfaction of the order. The Company shall advise The Customer of any changes in writing.
- vi) The Company does not offer Main Contractors Discount nor will it work on a percentage retention basis. Customer's operating under the CIS Scheme must indicate this at time of placing their order.

## **Delivery**

- i) The Company's normal delivery time is approximately 8-10 weeks from receipt of the signed order and initial payment.
- ii) Any delivery dates made by The Company as to the date and time of delivery of goods, materials or services are an approximate estimate based on the current trading conditions.
- iii) Whilst every effort will be made to adhere to the quoted delivery date, The Company is not liable for any delay in the delivery of goods, nor is it liable if it is prevented from delivering goods, materials or services or executing work for any causes beyond its control. Such causes may include an Act of God including adverse weather conditions, force majeure, war or hostilities, legislation, Government Order or direction, strike, lock-out, labour disturbance, civil commotion, fire, accident, breakdown of machinery or any lack of goods or materials required. In any such case The Company are to be released from any obligation to complete the contact with The Customer by a particular time. This right exists without prejudice to The Company's right to recover payment for goods or materials already delivered or work already done.
- iv) Failure to deliver after the delivery date will not entitle The Customer to refuse a delivery tendered after such a date, repudiate the contract or make a claim for damages in respect of late delivery.
- v) Delivery will be deemed to have been effected when the goods leave The Company's premises or the premises of The Company's supplier in circumstances where the goods are delivered direct from such suppliers.
- vi) The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment. Each delivery will constitute a separate contract.
- vii) The Customer will take delivery or accept the goods within a 14-day time limit from notification of the delivery date. If the customer fails to accept the goods or give The Company adequate delivery instructions The Company will store the goods until actual delivery to The Customer or until the goods are disposed of. Storage charges may be applied at the current weekly rate, no part week payments will be given, details of storage charges can be obtained from The Company's office.
- viii) For supply only the delivery will be to the nearest hard metalled road surface. The Customer shall be entirely responsible for the prompt unloading of the goods and the provision of suitable labour and equipment to do so.
- ix) Unless otherwise agreed by The Company all deliveries made or work done at the Customer's request outside normal working hours or on Public Holidays will be subject to extra charges. The Customer must carefully examine the goods and materials immediately on delivery. The Customer must inform The Company in writing

on the day of delivery of any short delivery, variance between the goods and materials delivered and the delivery note or defects or damage reasonably discoverable on careful examination. In the absence of notification The Company excludes all liabilities in respect of any short delivery, defect or variance, which should reasonably have been discovered on careful examination. Any damage to fully finished frames must be recorded on the delivery note at the time of delivery. The person signing the delivery note should be the person responsible for the order, good and services.

- x) The Company shall be under no liability where damage, shortage or variation in the terms of the delivery note or defects are complained of by The Customer unless it is given reasonable opportunity by The Customer to inspect the consignment in which the goods complained of were contained and all or any strapping, batons or packaging provided by The Company.

#### **Regulations**

- i) The Company shall not be liable for any loss or damage whatever which may be occasioned by reason of the goods supplied not conforming to the Building Regulations or any other statutory regulations, nor for any liability under the Health and Safety at Work Act 1974 to a use of the goods by The Customer which has not previously been notified by The Company to The Company and approved in writing prior to such use.

#### **Passing of Property and Risk**

- i) All risk in the goods will pass to The Customer immediately on delivery of the goods to The Customer.
- ii) Until The Customer has paid The Company for the goods and all other goods supplied to him by The Company, The Customer holds the goods on trust for sale. If The Customer sells the goods The Customer shall hold the proceeds of sale on trust for The Company in a separate bank account. If The Customer sells the goods The Company may by written demand and require The Customer to assign to The Company The Customer's rights to recover the price from a subsequent purchaser.
- iii) The Customer must not assign to any other person any rights from the sale of the goods without the written consent of The Company's Directors. Where such consent is given it is conditional upon the assignee accepting the conditions between The Customer and The Company.
- iv) The Customer must insure the goods against all insurable risks for the price due to The Company for the goods.
- v) If the goods are destroyed by an insured risk before The Customer has paid for them The Customer shall hold the proceeds as The Company's trustee.

#### **Cancellation**

- i) The Customer is not entitled to cancel the Contract without written agreement of The Company signed by a Director. In event of such agreed cancellation The Customer shall indemnify The Company fully against all expenses and losses. Claims and demands incurred up to the time of such cancellation including payment for such amount as The Company will be required to make to sub-contactors and other third parties as necessary.

#### **Performance**

- i) Unless otherwise stated by The Company, The Customer must provide a clear working area for The Company's delivery and work area. The Customer is responsible for an adequate power supply, artificial lighting and provide secure and dry storage. Failure to follow The Company's storage advice will may invalidate any warranty.
- ii) All joinery supplies should be kept by The Customer in a dry place. If supplied un-coated or primer finish they should be primed or stained/painted immediately on receipt. Any subsequent cut surface must be primed or stained before fixing in position. The Company accepts no responsibility for effects incurred to the goods if the goods are supplied un-coated and if the goods remain un-coated stained/painted when exposed to weathering elements. If the customer purchases the goods un-coated or oiled then no guarantees are made by the company in respect of the expected life of the goods.
- iii) The Company shall carry out its work on a continuous basis during normal working hours and The Company's price is fixed accordingly. If special visits have to be made to the site or work has to be carried out in an uneconomical manner if time is lost or additional expenditure incurred due to The Company's operative being denied access to or waiting on site or having to return to the site to commence or continue work. The Company reserves the right to make an extra charge to cover such cost.
- iv) The Company's prices are subject to the site being in reasonable distance of the site of the work. The company reserves the right to make additional charges should their workers require overnight accommodation to complete the work.
- v) The Company reserves the right to photograph the installation of the goods. The photographs remain the property of The Company who reserve the right to use the images in any company literature.

#### **Responsibility**

- i) The Company's workmen are instructed to exercise due care and attention in completing their work and The Company will not accept responsibility for damage to the fabric or the contents of the buildings or the work of other trades however caused.
- ii) The Company will not be liable for any fixing charges incurred by The Customer arising from any goods or materials or work done proved to be defective or delayed and shall not be responsible for any additional overheads, administrative expenses, contractual penalties or other cost, claims and demands arising from The Customer's obligations to any third party and due indirectly or directly to any defects or delays in the goods or materials supplied or work done by The Company. The Customer accepts that it is their responsibility to insure against these risks.
- iii) Any alleged shortage, delay, damage or defect shall not constitute valid grounds for The Customer to delay payment in respect of the goods delivered and for the avoidance of doubt The Customer shall be required to pay for all goods and material supplied.

#### **Quality**

- i) The goods or materials supplied are on the basis that they conform to the written descriptions contained on the order or conformation where supplied. No warranty can be given that the goods or materials supplied conform to the sketch plans or drawings provided to The Company by The Customer or to illustrations or descriptions in catalogue or trade literature.
- ii) In the event that The Company provides estimates of quantities or measurements on the basis of drawings and/or Bills of Quantities and/or specifications submitted by The Customer The Company shall exercise reasonable care in providing such but The Company accepts no liability for inaccuracies in the estimates or calculations.
- iii) Any goods manufactured to the design or specification of The Customer or its experts or detail taken off plans supplied by The Customer are produced without warranty of any kind except their compliance with the design or

- specification. The Customer will unconditionally fully and effectively indemnify The Company in respect of any claim, cost or expenses, losses or demands resulting there from including the infringements of patent, copyright, design, trademark or any industrial or intellectual property rights resulting from The Company's use of the said design or specifications.
- iv) Confirmed orders are based on the quotation placed via the Valdi Professional web site and choices selected or supplied by The Customer. The Customer shall check the specification and quantities quoted and shall be deemed to have accepted the specification and quantity specified when placing the order. The Company will not accept responsibility for incorrect specification and quantity supplied by The Customer.
  - v) The Customer is deemed to be fully conversant with the nature and performance of the goods and materials supplied to it including any harmful, hazardous or dangerous effects resulting from their usage or misuse and shall not be reliant in any way upon the advice, skill or judgement of The Company or its servants, agents or employees who are not authorised to make any representations concerning the goods whatsoever other than those confirmed by the Director of The Company in writing.
  - vi) To the extent that any third party goods or services supplied to The Company validly excludes, restricts or limits its liability to The Company in respect of goods or materials supplied or any loss or damage arising in connection therewith then the liability of The Company to The Customer in respect of such goods and materials shall be correspondingly excluded, restricted or limited. The Customer shall be entitled to receive details of any such exclusion, restriction or limitation upon request to The Company.
  - vii) If the materials are supplied to The Customer of a specified grade no warranty is given that the grade will be suitable for the purposes required by The Customer.

**Enforceability**

- i) Should any provisions of these terms and conditions be held by a competent authority to be invalid or unenforceable in whole or in part then the validity of the remaining provisions shall not thereby be affected.

**Arbitration**

- i) The Company or The Customer may give written notice to the other of any question, dispute or difference, which may arise between them in relation to, or in connection with the contract, and they shall have the right to arrange a meeting between each other to discuss such matters. In the event that such a meeting is not arranged the same shall be referred to the arbitration of a person mutually agreed upon or failing agreement within one calendar month of some person appointed by the President for the time being of the institute of Arbitrators. The submission shall be deemed to be a submission within the meaning of the Arbitration Act 1950 or any other statutory modification or re-enactment thereof.

**Jurisdiction**

This contract shall in all respects be construed and operate as an English contract and in conformity with English Law and The Company and The Customer agree to submit to the jurisdiction of the English Courts.

Valdi Ltd - 18<sup>th</sup> March 2010

**Acceptance of these terms and conditions**

By placing your order with The Company you are confirming that you have fully read and understood these terms and conditions. Orders forms must be signed and faxed/emailed back to The Company along with your 50% payment of the total balance. I also understand that the final balance must be paid with cleared funds prior to delivery.