

Terms & Conditions of Sale



Integrated
Doorsets



1 DEFINITIONS & INTERPRETATION

1.1 In these Terms the following definitions apply.

“Agreement”	the agreement between Us and You for the sale and purchase of the Goods and/or Services in accordance with these Terms and any relevant Order.
“Building Safety Laws”	<p>(a) means:</p> <p>(b) the Building Safety Act 2022;</p> <p>(c) the Defective Premises Act 1972;</p> <p>(d) the Building Act 1984;</p> <p>(e) the Building Regulations 2010 (SI 2010/2214);</p> <p>(f) the UK version of Regulation (EU) No. 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018 and the Construction Products Regulations 2013 (SI 2013/1387);</p> <p>(g) any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations having the force of law that affects the Goods or the Services;</p> <p>any guidance issued by a government department, the Building Safety Regulator and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations; and</p> <p>any building safety laws and regulations now or from time to time in force that affect the Goods or the Services.</p>
“Company Signatory”	a manager employed by Us.
“Customer” “You” and/or “Your”	the person, firm or company who purchases Goods and/or Services from Us as detailed in the Order.
“Delivery Location”	<p>(h) where:</p> <p>(i) the Goods are to be delivered by us, the location set out in the Order or such other location as the parties may agree; and</p> <p>(j) we agree you may collect the Goods, Our premises notified at the time of confirmation of the Order or such other location as may be advised by Us before delivery.</p>
“Force Majeure Event”	an event, circumstance or cause beyond a party's reasonable control.
“Goods”	the Goods to be supplied by Us.
“Group”	in relation to a company, that company, any subsidiary or holding company and any subsidiary of a holding company of that company.
“Guidance”	any information or manufacturer's recommendations relevant to the installation of the Goods which We may provide to the Customer in writing.
“Order”	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, the Customer's written acceptance of the

Integrated Doorset Solutions Limited

Registered in England with company number 09241306 Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



Supplier's quotation and/or the Supplier's confirmation of the order, as the case may be.

"Intellectual Rights"	Property	all patents, copyright and related rights, trade marks, rights in designs, moral rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
"Sales to Arrive"		sales subject to the safe arrival of the Goods or any part of the Goods in the United Kingdom.
"Services"		the consultancy, design, testing, remedial and other services, including the supply of the deliverables detailed in the Order, supplied by Us to You as set out in the Specification.
"Specification"		any specification for the Goods and/or Services, including any related plans, descriptions and drawings that is agreed in writing by Us and You.
"Terms"		the terms and conditions set out in this document as amended from time to time and any Specification and/or special terms agreed in writing between a Company Signatory and You.
"We", "Us" and "Our"		the company specified in our estimate or order confirmation.
"Working Day"		a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

- 1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1 A reference to legislation or a legislative provision is a reference to it as amended, extended or reenacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1 A reference to writing or written includes email but excludes fax.
- 1 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 THE CONTRACT

- 2 All Orders are accepted by Us only under these Terms which may not be altered except with the written agreement of a Company Signatory. Any contrary or additional terms, including any terms which are implied by law, trade custom, practice or course of dealing, unless so agreed are excluded.
- 2 The Order constitutes an offer by You to purchase the Goods and/or Services in accordance with these Terms. You are responsible for ensuring that the terms of the Order and any applicable Specification You submit are complete and accurate.
- 2 The Order shall only be deemed to be accepted when We issue a written confirmation of the Order, at which point and on which date the Agreement shall come into existence.
- 2 Any quotation, estimate or tender given by Us does not constitute an offer and We may withdraw or amend them at any time before they are accepted. If We withdraw a quotation, estimate or tender, We will do so in writing. A quotation, estimate or tender for the Goods and/or Services shall only be valid for a period of 90 days.
- 2 We may provide information for prospective purchasers such as samples, drawings, description, illustrations or advertising in our marketing literature, catalogues, brochures, other collateral or through Our agents or employees. Such information is for guidance only and, unless expressly set out in the Agreement, shall not form part of the Agreement nor have any contractual force.

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



- 2 Any quotations, estimates and tenders provided by Us are based upon information and materials supplied by You and You are responsible for the accuracy and sufficiency of such information and materials including any Specification. You must check and confirm all measurements, sizes and quantities. We shall not be liable for any breach of the Agreement to the extent caused by You withholding or concealing any information which we deem material to the supply of the Goods and/or Services. Our decision as to any information which would reasonably be deemed material for the supply of the Goods is final.
- 2 This Agreement sets out the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise or representation made or given by Us or on Our behalf which is not set out in the Agreement including any such representation made by Our employees or agents to You as to the condition of the Goods and/or the Services, their fitness for any purpose or as to specification, quantity or measurement. You waive any right You might otherwise have to rely on any term endorsed upon, delivered with or contained in any of Your documents that is inconsistent with these Terms.
- 2 Orders may be cancelled only with the written agreement of a Company Signatory and You will indemnify Us against all liabilities, losses, damages, costs and expenses (including any reasonable professional costs and expenses) that We incur or suffer as a result of that cancellation.
- 2 Where an Order for Goods is cancelled, the Supplier will have discretion as to whether it will accept the return of any unused Goods, on terms to be agreed with the Supplier. Unused Goods will be accepted for return at Our discretion and on terms agreed with Us.
- 2.10 It is Your responsibility to check the accuracy of Our written confirmation of the Order. Any discrepancy between Your Order and Our written confirmation of the Order must be notified to Us in writing within 7 Working Days of the date of such confirmation. In the absence of such notification, We shall be entitled to supply the Goods and/or Services in accordance with the written confirmation of the Order, and you shall be obliged to pay the agreed price of the Goods and/or Services in accordance with clause 9.

3 SPECIFICATION CHANGES

We reserve the right to make any changes or alterations to the Specification or design of any Goods and/or Services, including where necessary to conform with any applicable statutory or regulatory requirements, without prior notice and to deliver the Goods and/or supply the Services conforming to the altered Specification or design in fulfilment of any Order provided that the Goods and/or Services delivered or supplied are suitable for general use, for such specific purpose of which You have given written notice to Us and/or the changes do not materially affect the quality or performance of the Goods and/or Services.

4 SPECIFIC PRODUCT TERMS

- 4 Where the Goods are, in whole or in part, performance door sets performance test evidence for the relevant Goods, which is available for inspection by You upon request, is deemed to have been approved by You before placing your Order.
- 4 Where the Goods are, in whole or in part, performance door sets, and only door leaves are supplied, the final assembly must be constructed in strict compliance with Our performance test evidence in order to achieve the levels of performance specified (e.g. fire resistance or sound proofing).
- 4 Whilst We provide test evidence for the relevant Goods, You must satisfy yourself that the Goods are fit for the purpose for which they will be used by You.
- 4 At our discretion, veneers may be laid on MDF or chipboard. Unless otherwise agreed with Us in writing, veneers will be of standard grade and not of commercial quality or suiting. Veneers may vary in decorative appearance for various reasons including but not limited to: natural variations in colour, grain, direction or other structural features. Light colour woods can sometimes show a shading effect and may result in alternate light and dark leaves. You will be deemed to have accepted all the above when placing the Order. Due to the wide variations in decorative appearance and quality that can occur in commercial plywood, We are neither responsible for nor liable to You in respect of the finished appearance of door faces which specify "Plywood for Stain."

5 DESIGN RESPONSIBILITY AND DUTYHOLDER ROLE

- 5 Subject to clause 5.2, You acknowledge and agree that:
 - a) the Goods are sold and supplied without any acceptance by Us of design responsibility relevant to the application, installation, specification and/or use of the Goods;

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



- b) the Goods are sold and supplied without any acceptance by Us of any dutyholder role in relation to the Goods and/or the installation of the Goods (whether in accordance with the Building Safety Laws or otherwise);
 - c) We are not acting as an adviser, consultant, designer or dutyholder in relation to the application, installation, specification and/or use of the Goods;
 - d) You have not and do not rely on, and We have no liability in connection with or in relation to, any advice, data and/or information which We have provided or may provide to You; and
 - e) You accept sole responsibility for:
 - (i) the fitness for purpose and/or suitability of the Goods in the application for which the Goods are purchased;
 - (ii) the interface between the Goods and the workplace to which the Goods are affixed or installed; and
 - (iii) any corresponding dutyholder role (whether in accordance with the Building Safety Laws or otherwise).
- 5 We may from time to time and at Our discretion provide design input to You in relation to the Goods and/or in the provision of the Services. In doing so, We warrant that:
- a) We shall comply and shall procure compliance by each of Our officers, employees, agents and subconsultants with the Building Safety Laws;
 - b) We shall comply with all of the obligations imposed on Us as a designer for the purposes of Part 2A of the Building Regulations 2010 insofar as the Building Regulations 2010 are applicable to the Goods and/or the provision of the Services;
 - c) We are competent to fulfil the duties of a designer for the purposes of Part 2A of the Building Regulations 2010 insofar as the Building Regulations 2010 are applicable to the Goods and/or the provision of the Services; and
 - d) We will promptly and without charge provide to You on request copies of any information that We are required to provide in accordance with the Building Safety Laws.

6 INSTALLATION

- 6 You acknowledge and agree that You accept sole responsibility to ensure that the Goods are installed in accordance and/or in compliance with the Guidance and/or the Building Safety Laws.
- 6 You acknowledge and agree that You accept sole responsibility for the installation of the Goods, which is entirely at Your own risk.
- 6 We will not be responsible for any faults resulting from the installation of Goods by You, Your representatives or agents. In such a case it is Your responsibility to commission and test the Goods as installed and to arrange at Your cost for any faults to be rectified.
- 6 We are not responsible and We will not be held liable for any adjustments which may be required to the Goods which We supply to You under this Agreement, provided that such Goods meet the Specification in accordance with these Terms.
- 6 Where the Goods supplied are factory hung doors, adjustment may be required once the frame is fixed in position and We will not be held accountable or liable for any such adjustment.

7 SALES “TO ARRIVE”

Any Goods sold on a “To Arrive” basis are sold subject to their safe arrival in the United Kingdom. We shall not be liable for failure to provide such Goods to You if they have not so arrived, have arrived late or have arrived damaged. Any variation in costs due to increases in shipping costs, dock charges, taxes, levies and import or export duties as well as any requirement for (or increased cost of) war risk insurance shall be paid by You.

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ

**8****PRICE**

- 8.1 Unless We agree otherwise in writing, the price that You are liable to pay shall be that set out in Our written confirmation of the Order.
- 8.2 Any discounts, deductions or rebates that We may agree with You, shall only be available where the price of the Goods and/or Services is paid in full and cleared funds by the due date.
- 8.3 We may, by giving reasonable notice to You at any time vary the price of the Goods and/or Services to reflect changes in the cost of the Goods and/or Services due to:
- e) any factor beyond Our control (including foreign exchange fluctuations, fuel levy surcharges, changes in taxes and duties and changes to labour, materials and other manufacturing costs);
 - f) any request You make to change the delivery date(s), quantities or types of Goods ordered, the Specification, scope, design, or any other information that You provide (subject to Us agreeing to such a request);
 - g) any necessary changes or alterations to the Specification, scope or design of any Goods and/or Services by Us in accordance with clause 3; or
 - h) any delay caused by any instructions that You provide or because You fail to give Us adequate or accurate information or instructions.
- 8.4 The price of the Goods and/or Services shall exclude amounts in respect of value added tax which You shall additionally be liable to pay Us at the prevailing rate.
- 8.5 The price of the Goods shall include the cost and charges of packaging, insurance and transport of the Goods. If more than one delivery is required or is requested by You, then a separate charge may be made for each delivery and for any additional packing required.
- 8.6 The price quoted as payable for the Goods and/or Services is based upon the manufacture and delivery of the Goods or performance of the Services being carried out during Our normal working hours (which are from 7:00am to 4:00pm Monday to Thursday inclusive and from 7:00am to 12:00pm on Friday). If You require Us to work outside these hours, We shall be entitled to charge You for all overtime worked at the rate to be notified in advance to You in writing.
- 8.7 You also agree to pay for any loss or extra cost incurred by Us through Your failure or delay in taking delivery or through any act or default on Your behalf, Your servants, agents or employees.
- 8.8 We reserve the right to charge separately for any site visits that You may request under the Agreement and for costs and expenses incurred in preparing aborted or an excessive number of quotations, estimates or tenders.
- 8.9 We reserve the right to make an additional charge for any extras ordered by You and not specified in the Order and also for the expense of all inspections, tests, alterations or additions or any other work undertaken at Your request.

9**PAYMENT**

- 9.1 Unless We have agreed in writing to give You credit, payment in full is due 7 days from the date of invoice. If we have agreed to give you credit, then all sums are to be paid into Our bank account on the last day of the month following the month in which the Goods are delivered or the Services are performed. No payment shall be considered to have been received until We have received full and cleared funds. Time for all payments is of the essence.
- 9.2 Credit is granted and may be reviewed at any time at Our discretion. We reserve the right to refuse to execute any Order if the arrangements for payment or Your credit rating is not satisfactory to Us. You shall be liable for any loss, damage or expense arising out of any withdrawal or reduction of credit or of any refusal to supply further Goods and/or Services in accordance with this clause including any loss, damage or expense suffered by Us.
- 9.3 If You fail to make a payment due to Us under the Agreement by the due date, and 5 Working Days from being notified in writing of the late overdue payment, then without limiting any other rights and remedies We may have, You shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 9.3 will accrue each day at 4% a year above

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



the Bank of England base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 9 All amounts due under the Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9 Without prejudice to the rest of this clause 9, if You wish to raise any queries concerning an invoice rendered by Us to You, You must provide a written query to Our credit control department within 7 days of the date of the invoice via email or post.
- 9 If You fail to give notice in accordance with 9.5 above concerning an invoice rendered by Us to You then You will be bound to accept and pay the invoice accordingly.

10 CUSTOMER OBLIGATIONS

- 10.1 You shall:
- a) provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises and other facilities as reasonably required by Us to provide the Goods and/or Services;
 - b) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - c) keep all of Our materials, equipment, documents and other property at Your premises in safe custody, at Your own risk, maintain such materials in good condition until returned to Us, and not dispose of or use such materials other than in accordance with Our written instructions or authorisation.
- 10.2 If performance of Our obligations under the Agreement is prevented or delayed by any act or omission by You or Your failure to perform any relevant obligation ("Default"):
- a) without limiting or affecting any other right or remedy available to Us, We shall have the right to suspend performance of the Services or supply of the Goods until You remedy the Default, and to rely on the Default to relieve Us from the performance of any of Our obligations in each case to the extent the Default prevents or delays performance of any of Our obligations;
 - b) We shall not be liable for any costs or losses sustained or incurred by You that arise directly or indirectly from Your failure or delay to perform any of Your obligations as set out in this clause 10.1; and
 - c) You shall reimburse Us on written demand for any costs or losses that We sustain or incur that arise directly or indirectly from the Default.
- 10.3 You will indemnify Us in respect of all losses, damages, costs and expenses incurred as a result of delivery in accordance with Your instructions. This indemnity will be reduced in proportion to the extent that such losses, damages, costs or expenses are due to Our negligence.

11 SUPPLY OF SERVICES

- 11.1 We shall supply the Services to You in accordance with the Specification in all material respects.
- 11.2 We shall use all reasonable endeavours to meet any performance dates for the Services where specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 11.3 We warrant that the Services will be provided using reasonable care and skill.
- 11.4 The Services may on occasion be subject to purchase orders which are called off from time to time as and when required. In relation to any purchase orders for Services undertaken by us we hereby confirm that each instalment of Services pursuant to a purchase order shall be divisible and:
- a) shall be deemed to constitute a separate contract; and
 - b) shall be invoiced separately and any invoice for delivery pursuant to a purchase order shall be

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



payable by you in full without deduction or set off in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the supply of any other instalment or of any other instalment under any other contract.

12 DELIVERY OF GOODS

- 12.1 We shall deliver the Goods to the Delivery Location at any time after We notify You that the Goods are ready.
- 12.2 If We agree to offer collection of the Goods, You shall collect the Goods from the Delivery Location within 2 Working Days of Us notifying You that the Goods are ready.
- 12.3 Delivery of the Goods shall be completed on the loading of the Goods (in the case of collection) or unloading of the Goods (in the case of delivery) at the Delivery Location as the case may be or as determined in accordance with clause 12.4.
- 12.4 If You fail to take or make arrangements to accept delivery or to collect the Goods within 2 Working Days of delivery or collection being offered to you or if We are unable to deliver because of inadequate access or instructions, delivery shall be deemed to have taken place and We may do any one or more of the following (without prejudice to any other right or remedy, We may have):
- a) charge for deliveries cancelled by You 48 hours or less before the agreed delivery date;
 - b) make additional charges for any further delivery;
 - c) store the Goods at Your risk and cost;
 - d) invoice You for the Goods;
 - e) suspend or terminate this contract without liability on Our part; and/or
 - f) recover from You all costs and losses incurred by Us.
- 12.5 Delivery dates are given in good faith but are estimates only. Time for delivery is not of the essence.
- 12.6 Standard lead times vary according to the goods in question. Time estimates will be revised on receipt of Your Order and times will not run until we are in receipt of all information required from You including any written approvals as requested by Us. We reserve the right to vary any time estimate should further information about factory loading become apparent to Us at the time that such loading becomes known.
- 12.7 We shall not be liable for any failure to deliver or delay in delivery of the Goods that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 12.8 Without prejudice to any other provisions of the Terms, You shall not have the right to reject any item of Goods if You:
- a) ask Us to repair the same or consent for Us to do so.
 - b) resell the Goods (or part of them); or
 - c) otherwise act in a manner inconsistent with the right to reject.

13 INSPECTION

- 13.1 You shall inspect the Goods at the place and time of unloading or loading as the case may be, but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.
- 13.2 Unless You advise Us by written notice received by Us within 7 Working Days of unloading or loading as the case may be, of any claim for loss, damage, short delivery or failure to confirm to the Agreement apparent on inspection; the Goods will be deemed to have been delivered in accordance with clause 12.3 and You shall not be entitled to reject the Goods. In the case of non- delivery such notifications are to be made within 7 Working Days of receipt of the invoice.
- 13.3 Our liability and your sole and exclusive remedy for any loss, damage, short delivery or failure of the Goods to conform to the Agreement which is apparent on inspection is limited to supplying the Goods as ordered or crediting part of the purchase price in respect of the affected Goods and We shall not be liable for any other

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



losses, costs or damages You may suffer or incur whatsoever. You remain liable to pay the full invoice price of Goods delivered in accordance with the Agreement.

14 QUALITY OF GOODS

- 14.1 We warrant that on delivery, and for a period of 12 months from the date of delivery ("Warranty Period") the Goods shall:
- a) confirm with their Specification or any other description detailed in the Order; and
 - b) be free from material defects in design, material and workmanship.
- 14.2 Subject to clause 14.3, if:
- a) You give notice in writing to Us during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out at clause 14.1 where such nonconformance was not apparent on a reasonable inspection at the time of loading or unloading, as the case may be;
 - b) We are given a reasonable opportunity of inspecting and/or testing such Goods (at your cost) where practicable; and
 - c) You (if asked to do so by Us) return such Goods to Our place of business at Your cost,
- 1 We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 1 14.3 We shall not be liable for the Goods' failure to comply with the warranty set out in clause 14.1 if:
- a) You do not give notice in writing to Us for any nonconformance of defects of the Goods which would have been apparent on a reasonable inspection at the time of loading or unloading (as the case may be) in accordance with clause 13;
 - b) You do not give notice in writing to Us during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out at clause 14.1 where such nonconformance was not apparent on a reasonable inspection at the time of loading or unloading, as the case may be;
 - c) You make any further use of the Goods after giving notice in accordance with clause 14.2a);
 - d) the defect arises because You failed to follow Our oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - e) the defects found were not present at the time of delivery;
 - f) if the Goods were supplied, manufactured or processed in accordance with a Specification or other information provided by You unless this is a result of Our failure to materially comply with such Specification and/or other information provided);
 - g) You alter or repair such Goods without Our written consent;
 - h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - i) the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
 - j) the damage to the Goods is a result of them being subjected to abnormal or excessive weather conditions, such as humidity, excessive heat, cold, dryness or sunlight and/or unequal heat to the door faces;
 - k) in relation to external doors, where they are ordered without lipping to all four edges or in which apertures or perforation of the face or core have not been required to be waterproofed or sealed prior to external exposure, or which open outwards without adequate additional protection;

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



- l) the damage to the Goods is a result of Your failure to apply decoration e.g. paint and varnish to the Goods in a timely manner following delivery; and/or
- m) the Goods or a component in the Goods are not manufactured by Us or have been processed by a third party whether at Our or Your request. Our liability in respect of any defect in workmanship or materials of the Goods or such a component will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods or that component.

14.4 Except as provided in this clause 14, We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 14.1. 14.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Agreement.

1 These Terms shall apply to any repaired or replacement Goods that We supply to You.

14.6

15 TITLE AND RISK

15.1 The risk in the Goods shall pass to You on completion of delivery.

15.2 You shall maintain the Goods in satisfactory condition before, during and after their installation and keep them insured against all risks for their full price from the date of delivery until payment of the Goods has been received in full.

15.3 The title to the Goods shall remain with Us until We receive payment in full (in cash or cleared funds) for the Goods.

15.4 Until title to the Goods has passed to You:

- a) You shall hold the Goods on a fiduciary basis as bailee;
- b) You shall store the Goods separately from all other goods that You hold so that they remain readily identifiable as Our property;
- c) You shall not remove, deface, obscure or otherwise interfere with any identification marks, labels, batch numbers or serial numbers on the Goods;

1 d) if Goods are to become affixed to any land or building, You must ensure that they are capable of removal without material injury to the land or building and You shall take all necessary steps to prevent title to the Goods from passing to the owner or landlord of such land or building; and e) shall notify Us immediately if You become subject to any of the events listed in clause 17.1b) to clause 17.1d).

1 We agree that You may use or resell the Goods as principal and not as Our agents in the ordinary course of Your business subject to the following:

15.5

- a) You notify Your customer that We remain the legal owner of the Goods until We receive payment in full and We reserve the right to label the Goods accordingly;
- b) You will at Our request and at Your expense assign to Us all rights You may have against Your Customer; and
- c) Your right to use or sell the Goods may be withdrawn by Us on notice at any time and may cease in the event of You becoming subject to any of the events listed in 17.1b) to clause 17.1d).

1 We shall be entitled at any time before title to the Goods passes to You, to require You to deliver up all the Goods in Your possession that have not been resold, irrevocably incorporated into another product, or affixed in accordance with clause 15.4d) and if You fail to do so promptly, enter any premises of Yours or a third party where the Goods are stored in order to recover them.

15.6

16 LIABILITIES

16.1 Nothing in these Terms shall exclude or limit Our liability for any matters which cannot legally be limited including:

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



- a) death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or
- c) defective products under the Consumer Protection Act 1987.

16.2

Subject to clause 16.1:

- a) We shall not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profits; (ii) loss of business; (iii) loss of or damage to goodwill; or (iv) indirect or consequential loss arising under or in connection with the Agreement (including any losses that may result from a deliberate breach of the Agreement by Us, Our employees, agents or subcontractors); and
- b) Our total liability to You in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Agreement by the Seller, its employees, agents or subcontractors shall not exceed the lower of:
 - (i) the price of the Goods and/or Services specified in the relevant Order; and
 - (ii) the sum of £1 million.

16.3

You will indemnify Us against all liabilities, losses, damages, penalties and costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses that We suffer, incur or pay arising out of or in connection with any claim brought against Us by a third party due to their receipt, supply or use of the Goods and/or Services. This indemnity will be reduced in proportion to the extent that such liabilities, losses, damages, penalties, costs and expenses are due to Our negligence.

16.4

We shall not be liable for:

- a) any imperfections in the Goods and/or Services caused as a result of inaccuracies in the Specification or other information supplied by You;
- b) damage or loss arising from, or in connection with, any delay to the carrying out and/or completion of the works in relation to which the Goods and/or the Services are supplied; or
- c) damage or loss arising from, or in connection with, Your failure or the failure of any third party to install the Goods in accordance and/or in compliance with the Guidance and/or the Building Safety Laws.

16.5 The terms implied by sections 3,4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

1 Without limiting its other rights and remedies, either party may terminate the Agreement with immediate effect by giving the other party written notice if:

17 TERMINATION

17.1

- a) the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified to do so;
- b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- c) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

1

Without limiting its other rights or remedies, We reserve the right to carry out the following with immediate effect by giving written notice if You fail to pay any amount due under the Agreement on the due date for payment or become subject to any of the events listed at clause 17.1b) to clause 17.1d):

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



- 17.2 e) require payment in cleared funds in advance of further deliveries of Goods;
- f) suspend or cancel any further deliveries of Goods to You under any Agreement without liability on Our part;
- g) suspend or cancel any Services including any obligation to install Goods whether under this or any other Agreement without liability on Our part;
- h) terminate any Agreement with You or any member of Your Group without liability on Our part; and/or
- i) insist upon an assignment without charge of all rights, interests and causes of action You may have against Your customer or contractor.
- 1 On termination of the Agreement for any reason:
- 17.3 a) You shall immediately pay to Us all outstanding unpaid invoices and interest and, in respect of Goods supplier but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt; and
- b) You shall return all of Our materials and any deliverables which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.
- 1 Termination of the Agreement, however arising, shall not affect Our or Your rights and remedies that have accrued as a termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 17.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 1 You shall reimburse Us costs including legal costs on an indemnity basis which We incur in enforcing Our rights under the Agreement including but not limited to recovery of any sums due.
- 17.5
- 17.6

18 EXPORT TERMS

- 18.1 Unless We agree otherwise in writing, We will not deliver outside the United Kingdom. Further, should We agree to deliver outside the United Kingdom then any such delivery shall be on the basis of "Ex Works" terms as defined in Incoterms 2020. You shall therefore be responsible for all costs, charges and fees referable to the delivery of the Goods following collection from Our premises as well as any customs or other duties payable thereon. You shall also be responsible for the costs of stowage and it is your responsibility to arrange and pay for any appropriate insurance.
- 18.2 You shall be responsible for arranging for inspection of the Goods at Our premises before shipment.
- 18.3 We shall have no liability for any claim in respect of any defect in the Goods which would have been apparent on inspection and which is made after shipment or in respect of any damage in transit.
- 18.4 Where Goods are handed to a carrier for carriage to You or to a United Kingdom port for export any such carrier shall be deemed to be an agent of Us and not of You for the purposes of sections 44, 45 and 46 of the Sale of Goods Act 1979.
- 18.5 Payment of all amounts due to Us shall be made by irrevocable letter of credit opened by You in favour of Us and confirmed by a United Kingdom clearing bank acceptable to Us or any other method of payment agreed by Us in writing by a Company Signatory.
- 18.6 Your Order will not be accepted by Us until We have evidence of the letter of credit or bill of exchange as the case may be. All costs and charges incurred by us in negotiating and accepting payment methods shall be added to the price of the Goods.
- 18.7 The payment provisions at clauses 9.5 to 9.6 shall also apply if You are resident outside the United Kingdom.

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



19 INTELLECTUAL PROPERTY RIGHTS

- 19.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services, including any Specification, descriptions and drawings prepared by Us in relation to an Order shall be owned by Us.
- 19.2 You acknowledge that, in respect of any third party Intellectual Property Rights in the Goods and/or Services, Your use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to licence such rights to You.
- 19.3 You will indemnify Us against all liabilities, losses, damages, penalties and costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses that We suffer, incur or pay arising out of or in connection with any claim brought against Us by a third party for actual or alleged intellectual property infringement in the manufacture of the Goods and/or performance of the Services as a result of any Specification, descriptions and drawings provided by You.

20 GENERAL

- 20.1 These Terms shall have precedence over any other contractual documentation you may receive or enter into with Us. If there are any inconsistencies between any documentation between Us and You and these Terms, then these Terms shall have precedence.

20.2 Governing law and jurisdiction

- a) This Agreement, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed and interpreted according to the law of England and Wales.
- b) Both We and You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims arising out of or in connection with the Agreement or its subject matter or formation).

20.3 Force Majeure

- a) We shall not be in breach of the Agreement or otherwise liable for any failure or delay in the performance of Our obligations if such failure or delay results from a Force Majeure Event. The time for such obligations shall be extended accordingly. The time for performance of such obligations shall be extended accordingly. If the period of delay or nonperformance continues for six weeks, You may terminate the Agreement by giving four weeks' written notice of Us.

20.4 Waiver

- a) A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

20.5 Severance

- a) If any clause or subclause of the Terms is held by a competent authority to be invalid or unenforceable the validity of the other clauses and subclauses of these Terms shall not be affected, and they shall remain in full force and effect.

20.6 Third party rights

- a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

20.7 Assignment and other dealings

- a) We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement;
- b) You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without Our prior written consent.

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ



20.8 Notices

- a) Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre paid first class post or other next working day delivery services at its registered office or such other address as notified in writing.
- b) Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address; or if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.
- c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

VERSION 6 : October 2024

Integrated Doorset Solutions Limited

Registered in England with company number 09241306

Registered address: Magma House, Magma Court, Rugby, Warwickshire CV23 0UZ

