

## **Terms & Conditions of Sale**

*Last updated June 1, 2023*

We would like our customers to have the best possible experience with us and want to deal with like-minded people who deliver exceptional service to their customers. Whilst we would love to say 'If you have a problem, we promise to go out of our way to help you and we hope that you will be flexible in return', it is law that we have some written Terms and Conditions in place as a guideline to protect both parties involved.

### **PRICE LIST & QUOTATIONS**

Price lists issued by us all have a date of validity. We give at least four weeks notice of any pricing changes, however we do reserve the right to amend pricing at any time, should we need to. All prices quoted exclude VAT and Carriage, these are in addition to the product cost quoted.

### **PURCHASE ORDERS**

All orders need to be received in writing and are accepted by Klime-Ezee under the T&C's outlined in this document. Any purchase order received containing conflicting conditions of purchase, shall be overruled by our T&C's of Sale.

### **SPECIFICATION**

Technical data, dimensions & weights given/displayed by us are an estimation only and we reserve the right to amend these at any time as we make improvements to our products.

### **MANUFACTURE**

For customers who have a credit account with us, we will produce and deliver your goods as close to the anticipated date of delivery and invoice upon dispatch of the goods.

Customers who do not hold an account with us, we will issue a proforma invoice upon receipt of your purchase order. Payment for your goods must be received prior to manufacture.

Changes to your order after manufacture has begun may result in our full restocking fees being applied and a new product being produced.

### **PAYMENT**

Payment for any products are strictly 30 days from date of invoice, late payments can result in the revocation of your credit account with us.

**You or your customer will not own any goods produced by us until payment is received in FULL. We reserve the right to retrieve any goods should payment not be made for the goods, within a reasonable period from the due date of invoice.**

If you are paying via BACs, you are to accept any bank charges including overseas charges. If payment is made short due to bank charges, your invoice will be marked as 'part paid' and we will request the outstanding balance to be paid immediately.

### **DELIVERY/COLLECTIONS**

We will attempt to get your order delivered as close to the anticipated date of dispatch as possible (advised on your order confirmation), on the rare occasion that the lead time is over the anticipated date of dispatch we cannot be held responsible for any loss or penalties imposed on you by your customer.

Our drivers will make deliveries between the hours of 7am and 6pm and will require assistance when offloading. If you are unable to accommodate this, please let us know prior to placing your order.

It is the reseller's responsibility to communicate with their customer regarding any anticipated delivery/collection dates and advise us immediately of any potential issues. To reduce the chances of any failed deliveries (e.g due to your customer being closed without notice), we ask you to provide us with a contact name and telephone number of the person who is to accept delivery of the goods. This will be passed on to our driver for emergency delivery purposes or scheduled delivery purposes.

**Specified delivery date :** Any orders placed which require delivery on a specific day will incur a dedicated delivery charge, please obtain a quotation from us if a specific delivery date is required.

**Specified delivery week :** Deliveries requested for a specific 'Week Commencing' period will not be charged as a dedicated delivery. We will try to place your delivery as close to the week requested as possible, however cannot guarantee the specified week requested and will not be held responsible for any losses caused due to a 'later' delivery than requested. If a specific time frame is required, you may wish to refer back to the above and book your delivery as a specified date.

**Booking in your delivery :** If your goods require booking prior to delivery, we are happy to do so at no additional cost, it will be done within a 5 working day period of when we wish to deliver the goods. If the goods are not able to be accepted on our preferred delivery date, we will reserve the right to remove the goods from the allocated delivery slot. They will then get allocated back into our normal delivery schedule which could take anything up to our current lead time.

**Collections :** When collecting goods from us you will receive a collection note via email from our sales team with an anticipated 'available from' date. Goods must be collected within 5 working days from the date specified. If goods are not collected within that time frame we reserve the right to charge a storage fee of £15 per working day, until they have been collected. We also reserve the right to hold back the manufacture of further orders in respect to the above, this may adversely affect the originally anticipated delivery dates.

**Rejected deliveries :** Will incur the following charges...

- Original delivery cost
- Rejected delivery cost
- Admin cost
- Restocking fee / redelivery fee

**Re-directed Deliveries :** If our hauler is redirected on route or from original delivery point, additional charges will occur at a rate of £2.00 per redirected mile. A maximum redirected distance is 15-miles from the original advised delivery point.

**Delivery (Changes 48 hours before despatch) :** If an order is placed on hold or a delivery address is changed within 48 hours prior to despatch, we reserve the right to charge an additional fee, this will be 50% of the carriage total on your order, as removal of an order may impact other customers deliveries which are planned out on the same vehicle.

## WARRANTY

In addition to all benefits conferred on the buyer by statute, the seller guarantees the workmanship of goods for twelve months, with additional months offered by registering with us online. These stand providing that...

- The product hasn't been misused, abused or tampered with
- The 'Warranty' label is attached and has not been defaced
- You can provide your completed inspection checklist for every six months from date of purchase

Our warranty doesn't cover wear and tear, your product will be repaired or replaced if evidence of poor workmanship is discovered.

If you're making a warranty claim but the product has already been discontinued for a period of over three years, then we will offer an alternate product.

We operate a return to base warranty (at the buyer's cost), for inspection and assessment by a Klime-Ezee engineer.

## CLAIMS

If your goods arrive and are faulty or you're missing an item, then you must report this to us in writing within three days of receipt.

Goods must be inspected whilst the driver is present (upon delivery).

Claims will not be accepted even if the POD is signed for a 'not inspected' or 'unexamined', when reported after three days.

## RETURNS

If you change your mind about a product, you can return the goods within fourteen working days of delivery. Our returns charges are stated below, but are not limited to...

- Restocking fee (between 18 & 25% depending on item, of the sold at list price)
- 100% of the price of any/all modifications, colour changes and any non-standard outsourced parts required to build the product
- An admin fee
- Respray charge (if the unit is not a standard colour)
- Any refurbishment costs
- All carriage charges incurred by our hauler

## CANCELLATIONS

Any cancellations made when manufacture has begun may incur the following charges...

- Restocking fee (between 18 & 25% depending on item, of the sold at list price)
- 100% of the price of any/all modifications, colour changes and any non-standard outsourced parts required to build the product
- An admin fee
- Full Transport charge stated on your order confirmation (as this is through our third party haulier, we have to pre book space on a vehicle. Last minute cancellations unable us to allocate other orders to that vehicle)

## FEEDBACK

As we are a manufacturer who only supplies our products through a third party, we reserve the right to speak to your customer regarding any technical questions we may have to produce their product, feedback requirements and product research. We may contact your customer if you request a non-standard product for them, a bespoke modification or we need feedback on safety and product quality.

If you have any questions about our Terms & Conditions of sale, please do not hesitate to contact us.