

Zakuna Limited - Terms & Conditions of Sale

1. Interpretation

1.1 The definitions in this clause apply to these Terms:
Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Estimated Delivery Date: the date upon which we will aim to deliver the Goods and provide the Installation Services (where applicable), as stated in the Order;
Deposit: an amount equivalent to 10% (ten percent) of the Price;
Goods: the products that we are selling to you as set out in the Order;
Installation Services: the installation services as detailed in the Order, which you agree to purchase from us;
Order: your order for the Goods and Installation Services, to include (where applicable) the description of the Goods, Installation Services, Specification, Price, Property and Estimated Delivery Date (or any other information which we deem necessary);
Order Confirmation: our written acceptance of the Order;
Price: the price of the Goods and Installation Services, as set out in the Order, which is subject to Survey (where applicable);
Property: the property in respect of which the Goods and Installation Services are to be provided;
Quotation: the quotation provided by us to include, where applicable, the description of the Goods, Installation Services, Specification, Price, Property and Estimated Delivery Date (or any other information which we deem necessary), as set out overleaf;
Specification: the specification for the Goods, including any samples, drawings, illustrations contained in our catalogues or brochures and related plans that are agreed in writing by you and us, as set out in the Quotation and Order;
Survey: a building survey carried out on such part of the Property at which the Goods and Installation Services are to be provided;
Terms: the terms and conditions set out in this document and any special or additional terms and conditions agreed in writing by us and you recorded overleaf;
VAT: value added tax;
Warranty: the warranty given by the product manufacturer that will apply to the Goods sold by us from time to time;
We, us or our: Zakuna Limited, a company registered in England and Wales with company number 10422417, whose registered address is Cedar Barn, Birdham Road, Chichester, West Sussex, United Kingdom, PO20 7BX; and
You or your: the customer ordering the Goods and Installation Services from us, as detailed in the Order.

1.2 Headings do not affect the interpretation of these Terms.
1.3 A reference to "writing" or "written" in these Terms includes email but excludes fax.
1.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. These Terms

2.1 These Terms and the Warranty are the terms and conditions on which we supply the Goods and Installation Services to you.
2.2 Please ensure that you read these Terms carefully, and check that the details on the Quotation and Order are complete and accurate, before you sign and submit the Order to us. If you think that there is a mistake, please contact us to discuss. Any changes required to a Quotation or Order submitted to us must be agreed by us in writing.
2.3 We intend to rely on these Terms and your Order. If you require any changes, please make sure you ask for them to be put in writing. This can help to avoid any problems about what you expect from us and what we expect from you.
2.4 These Terms will apply to any repaired or replacement Goods we supply to you.

3. Order process and our contract with you

3.1 Any Quotation shall be valid for 30 (thirty) days only from the date of the Quotation. If an Order is not signed and returned to us within this time period, the Quotation shall lapse and cease to have effect.
3.2 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.
3.3 These Terms shall become binding on you and us when we issue you with an Order Confirmation, at which point a contract shall come into existence between us.

4. Specification

4.1 The Goods are described in the Specification.
4.2 Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures or on our website, are produced solely to provide you with an approximate idea of the goods they describe. The Goods will be manufactured according to the Specification, subject to clauses 4.3 and 4.4. Although we have made every effort to display the colours accurately, we cannot guarantee that the printed pictures contained in our catalogues or brochures accurately reflects the colour of the Goods. The Goods may vary slightly from those images.
4.3 All specifications are approximate only and are subject to normal margins of tolerance for the materials and installation in question.
4.4 We reserve the right to amend the Specification if required by any applicable statutory or regulatory requirements.

5. Your rights to make changes

If you wish to make a change to the Goods ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the Price, the Estimated Delivery Date or anything else which would be necessary as a result of your requested change and you shall confirm to us whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 **Minor changes to the Goods.** We may change the Goods:
(a) to reflect changes in relevant laws and regulatory requirements; and
(b) to implement minor technical adjustments and improvements.
These changes will not adversely affect your use of the Goods.
6.2 **More significant changes to the Goods.** If we need to make more significant changes to the Specification (for example changes not foreseen or made aware to you in the pre-contract information provided) or, following a Survey (where applicable), any changes to the Price, we will notify you and you may then contact us within 14 days of the date of such notice to either agree to such changes or end the contract and receive a full refund or any monies paid to us in accordance with clause 11.3. If you do not contact us within 14 days from the date of our notice to you, we will end the contract and refund to you any monies paid to us in accordance with clause 11.3.
6.3 **Changes to these Terms.** We reserve the right to revise and amend these Terms from time to time. You will be subject to the Terms in force at the date of the Order.

7. Delivery

7.1 Any delivery costs will be in addition to the Price and set out in the Quotation.
7.2 Delivery charges are set at our entire discretion and vary depending on the postal code of the delivery location, the weight of the Goods, the day of delivery, sizes of packaging and type of delivery vehicle required.
7.3 Delivery of Goods only shall be completed when you (or an authorised person on your behalf) accept delivery of the Goods at the Property or when you (or an authorised person on your behalf) have collected the Goods from our premises.
7.4 Delivery of Goods only will be kerbside. If there are access problems such as:
(a) weight or height restrictions;
(b) steep gradients, uneven or loose surfaces;
(c) access restriction for large delivery vehicles;
(d) low bridges or overhanging trees or cables; or
(e) waiting time restrictions,
we must be informed when you place an Order if any of the above mentioned access issues apply so that an alternative location for delivery of the Goods (such alternative address to be the nearest easily accessible and safe access point for the address stated) can be agreed upon by us and you.

7.5 You shall inform us if any of the Goods are not the Goods set out in the Order or are damaged upon delivery. This must be done immediately after delivery whilst the delivery driver is still on site or at our premises. If the Goods are delivered to you, the delivery note provided by the haulage contractor must be marked 'damaged' or 'incorrect Goods', as failure to do this will waive your rights and any additional delivery costs will be charged.

7.6 You (or your authorised representative) will need to be present at the Property and have suitable equipment to unload the Goods from our delivery vehicle on the specified date of delivery, unless alternative arrangements are agreed by us in writing prior to delivery. If no one is present at the time of delivery, or you do not have suitable equipment to unload the Goods from our delivery vehicle, the Goods will be returned to our nearest depot until we receive further instruction from you. A re-delivery charge will be added to the Price to cover additional haulage. If after 10 Business Days from the date of an unsuccessful delivery you have not taken delivery of the Goods, we may resell or otherwise dispose of part or all of the Goods and charge you for the storage and delivery costs incurred by us.

7.7 If you are purchasing Goods, or Goods and Installations Services, we will deliver the Goods and complete the Installation Services on or about the Estimated Delivery Date (unless otherwise agreed in writing by you and us).

7.8 We will endeavour to meet the Estimated Delivery Date. In the event of delays in delivering the Goods and completing the Installation Services by an event outside our control (in accordance with clause 17 (Events outside of our control)), you will be contacted as soon as possible and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for the delays caused by such events, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any payments already made in respect of the Goods which you have not received.

7.9 We may have to suspend the supply of the Goods (or any part thereof) to:
(a) deal with technical problems or make minor technical changes;
(b) update the Goods (or any parts thereof) to reflect changes in relevant laws and regulatory requirements; or
(c) make changes to the Goods as requested by you or notified by us to you (in accordance with clause 6 (Our rights to make changes)).

7.10 We will contact you in advance to tell you we will be suspending supply of the Goods, unless the problem is urgent or an emergency. You may contact us to end the contract for the Goods if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 60 days from the Estimated Delivery Date and we will refund any sums you have paid in advance for the Goods in respect of the period after you end the contract.

7.11 We may suspend the supply of the Goods if you do not pay us for the Goods when you are supposed to (in accordance with clause 11 (Price and payment)) until such amounts outstanding have been paid. We will contact you to confirm we are suspending the supply of the Goods. We will not charge you for the Goods during the period for which they are suspended. As well as suspending the Goods, we can also charge you interest on your overdue payments (in accordance with clause 11.5).

8. Installation Services

8.1 We will carry out only the Installation Services (unless otherwise agreed in writing between us and you).

8.2 You will permit us (and our agents, employees and contractors) access to the Property and installation site at all reasonable times so that we may complete the Installation Services between the hours of 7.00am and 6.00pm.

8.3 You will ensure the Property and installation site is prepared and ready for the Installation Services before the time of commencement of the Installation Services.

8.4 If you do not allow us access to the Property to perform the Installations Services as arranged or the Property and installation site is not prepared and ready for the Installation Services (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the Property we may end the contract.

8.5 Neither us (nor our agents, employees or contractors) will be responsible for any structural defects or underground obstructions existing at or in the Property or installation site at the time of commencement of the Installation Services and which become evident as the Installation Services progress.

8.6 We will make good any damage to your property caused by us, our agents, employees or contractors during the Installation Services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the Property that we discover while providing the Installation Services.

8.7 You will be required to provide suitable welfare facilities, including rest room facilities and access to drinking water, to us (and our agents, employees and contractors), in accordance with The Construction (Design and Management) Regulations 2015.

8.8 Unless otherwise stated in the Order Confirmation or agreed in writing by us, it is your responsibility to provide any specialist equipment, including cranes, for us (and our agents, employees and contractors) to provide the Installation Services.

8.9 It is your responsibility to remove and replace curtains, blinds and pelmets. We will not be required to remove existing fittings and materials so that they may be capable of re-use.

8.10 We can provide, at additional cost, a skip for the removal of waste material from the site. If you make alternative arrangements for the removal of waste material, we cannot accept liability in respect of any accident, injury or damage resulting from your inability to arrange for the safe disposal of such waste material.

8.11 We are not permitted to move telephone cables and junction boxes at the Property, for example attached to existing window frames. It is your responsibility to arrange with your telephone provider for the relocation of these, either before or during the Installation Services.

8.12 It is your responsibility to ensure that any alarm systems at the Property, for example attached to doors or windows which are to be replaced, are disconnected before the Installation Services (and replaced and connected following the Installation Services).

9. Survey and approvals

9.1 You will be solely responsible for (unless otherwise agreed in writing between us and you):
(a) obtaining a Survey where required and providing us with a copy of the Survey before we proceed with the Installation Services;
(b) where we survey and submit drawings, by signing the order confirmation you are confirming that you have checked the dimensions and you accept responsibility as we cannot legislate for what happens to the structural openings once a measure has taken place;
(c) arranging FENSA certification and electrical safety certification in accordance with "Part P" of the building regulations (where appropriate); and
(d) obtaining all relevant and necessary approvals, including but not limited to any deed of covenant or landlord approval and/or those from local authorities in respect of building regulations, planning permission, alterations to listed buildings or alterations carried out in a conservation area. We cannot be held responsible for any delay in completion of the contract, or other loss directly arising from your failure or delay in obtaining any of the above. Any costs associated with taking down or removing an installation in these circumstances will be the chargeable to you.

10. Title and risk

10.1 The Goods will be your responsibility from the time of delivery to the Property (in accordance with clause 7.3).
10.2 Ownership of the Goods will pass to you when we receive payment of the Price in full.

11. Price and payment

11.1 The price of the Goods and Installation Services shall be the Price (unless another price has been agreed by you and us in writing).

11.2 **The Price is subject to adjustment by us following the Survey if additional costs of supplying or installing the Goods are identified as a result of the Survey.**

11.3 The Price shall be paid as follows (unless otherwise agreed by you and us in writing):
(a) the Deposit payable upon submission of the Order;
(b) 40% of the Price payable prior to the manufacture of the Goods; and
(c) the balance of the Price payable:
(i) in respect of Goods only, no less than 7 days prior to delivery; or
(ii) in respect of Installation Services, within 7 days of completion of the Installation Services.

11.4 The Price is exclusive of VAT. You shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and Installation Services (where applicable). If the rate of VAT changes between the date of

