

**DBD DISTRIBUTION LTD TERMS & CONDITIONS OF SALE****1. Payment Terms – Payment by Invoice**

- 1) DBD will raise invoices for goods and services to be paid in full by the Customer to term, 30 days from month-end of date of invoice. Should payment be outside these terms DBD reserves the right to charge interest on the outstanding balance from the overdue date until the date of settlement, in line with The Housing Grants, Construction and Regeneration Act. In addition, DBD may exercise their statutory rights to claim compensation for debt recovery costs under the Late Payment legislation if they are not paid to these agreed terms.
- 2) DBD reserves the right to review credit limits and request interim payments in the event that the Customer's overall credit limit with DBD is exceeded. The supply on any project will be subject to the Customer remaining within their company credit limit set by DBD (which is calculated based on the Customer's current credit worthiness.)
- 3) Invoices raised will include VAT at the relevant prevailing rate. It is the Customer's responsibility to identify and provide evidence if the project / part of the project is a qualifying conversion or renovation. The customer must also provide confirmation if they are an end user or intermediary supplier, for the purposes of the domestic reverse charge.
- 4) Customer Self-Billing is not applicable.
- 5) Application for payment process is not applicable.
- 6) DBD will provide Invoice Summaries if requested.
- 7) Final Account Application is not relevant.
- 8) DBD reserves the right to assign all debts due to DBD Distribution Ltd to a nominated third party.

**2. Fixed Price Period**

- 1) Prices quoted in this quotation are fixed for the period outlined excluding "Extras" and unless the clause below applies.
- 2) If the Customer has a Price Agreement in place with an Appliance Manufacturer, DBD will supply these appliances at the price stated in that agreement. Any appliances supplied outside of the Price Agreement are subject to change without notice at any time.

**3. One Visit Service**

- 1) Except where additional completion visits are specified in the quotation, the service quoted is for a one-visit service.
- 2) DBD offers a "Plot Ready Check" service via either SMS Text or the DBD ToolBox<sup>®</sup> Online service for the Site Manager to confirm the Plot is ready for a successful installation. (Bulk plot ready check can also be via email.) The Site Manager response confirms that 1) the plot is accessible; 2) the kitchen furniture is correct & ready; 3) the utility services are correct, ready & live. Once the Site Manager has confirmed that the Plot is ready then the work is booked in for the agreed date.
- 3) The service is carried out by a pre-booked fully qualified installation team in the following 5 stages.
  - a) Deliver & load out appliances to plot.
  - b) Unpack appliances, provide documentation to site manager, remove packing.
  - c) Fit appliances to kitchen furniture / plot fixings
  - d) Connect appliances to services.
  - e) Commission appliances.

**4. Practical Completion**

- 1) DBD provides a Site Installation Form (DBD Installation Form) for each plot visit providing services and appliances.
- 2) The DBD Installer will complete the form, identifying the status of each element of the agreed works.
- 3) It is the responsibility of Site Management to confirm that the record is accurate. Any deficiencies or defects must be identified on the DBD Installation Form.
- 4) Where Site Management sign for receipt of goods and services, the Customer accepts these as complete unless otherwise indicated on the DBD Installation Form. The goods and services become due for invoicing in full.

- 5) The Customer confirms that no other documentation is required as proof of completion.
- 6) Should DBD receive confirmation from Site Management that a plot is ready, but that proves not to be the case and the installer is not able to complete all 5 stages of the service on the 1st Visit to each Plot then Practical Completion of the Plot will be served by way of the DBD Installation Form being signed by the Site Agent on the day of Installation or Delivery. Completion charges will apply should additional visits be required to return to Plot to complete the installation service.
- 7) Once Practical Completion has been served DBD will raise an Invoice to cover the Goods supplied and installation. This Invoice will be valued at 100% of the Goods supplied to date. The installation value applicable to the Goods supplied to date will also be invoiced. Therefore, any Goods not supplied will not be invoiced until such time as they are supplied. All Invoices will include a copy of the DBD Installation Form confirming the status of the Plot to facilitate payment.

**5. Protection and Security of Goods**

- 1) When goods are supplied to Site, the Customer or his authorized representative shall be required to sign an Installation or Delivery form supplied by DBD accepting receipt of goods on the day of Installation or Delivery. At this point, the Customer accepts all responsibility for the protection and security of the goods.

**6. Zero Retention**

- 1) 0% Retention applicable for this project
- 2) It should be noted that appliances supplied are backed by a 2-year manufacturer warranty from the date of Occupation of the respective residential dwelling.

**7. Bonds & Warranties**

- 1) A Parent Company Guarantee is not applicable to DBD.
- 2) Performance Bonds are not applicable.
- 3) Collateral Warranties are not applicable.

**8. Set-Off & Contra Charges**

- 1) DBD does not accept set-off against any due payments without DBD being provided opportunity to resolve any disputes or contra-charges as outlined in DBD Appliance Installation service agreement section 21.
- 2) If a contra-charge has been accepted by DBD, we will confirm our liability in writing. The Customer must then raise an invoice for the required amount. Payment of DBD Invoices should not be held and offset against pending contra-charges.
- 3) DBD does not accept cross set-off. Any issue will be fully dealt with within the relevant contract and "cross set-off" will not be necessary.

**9. Design Liability**

- 1) DBD does not accept Design responsibility.

**10. Ownership**

- 1) The ownership of goods supplied in connection with the project shall pass to the Customer upon payment in full by the Customer of the said materials or goods to the Site.

**11. Defects Liability**

- 1) All appliances are backed by a 24-month manufacturer's guarantee via the manufacturer's service agent.
- 2) DBD provides a 2-year warranty on installation services.
- 3) The Manufacturer's Product guarantee & DBD's Installation warranty commences on the date of legal occupation for the respective residential dwelling.

**12. Liquidated Damages & Delays**

- 1) Where stipulated these will not apply to DBD. Only fully substantiated direct costs associated with accepted delays will be considered.
- 2) DBD cannot be held responsible or liable for the occurrence of any event which is beyond the reasonable control of DBD, and which prevents or delays performance of DBD's obligations under this service level.

**DBD INSTALLATION SERVICE AGREEMENT****1 Definitions**

**Customer:** the developer, furniture manufacturer, management company or person who places the order with DBD for goods and/or services;

**DBD:** DBD Distribution Ltd, its employees, agents, or anyone specifically appointed by DBD Distribution Ltd to carry out services;

**DBD Installation Form:** either a paper document or an electronic document. Where a paper document is signed a copy will be left with site at time of sign-off; where an electronic document is signed, a PDF copy will be emailed back to the Site Management;

**DBD ToolBox Care Manager:** DBD's on-line portal for Customers to log and access customer care cases with DBD;

**DBD ToolBox Cost Manager:** DBD's on-line portal for Customers to authorise and/or acknowledge Variations;

**DBD ToolBox Visit Manager:** DBD's on-line portal for Customers to schedule and call-off installations;

**Non-Stocked Product:** product that DBD will stock once Customer has called-off installations, subject to availability from the Manufacturer;

**Pandemic Event:** shall refer to

- i) any pandemic (including, but not limited to, the COVID-19 coronavirus outbreak and/or any mutation thereof and any other outbreak of an infectious human disease),
- ii) any measures, recommendations, regulations and legislation issued by the government and/or public authorities in relation to any pandemic from time to time, and/or
- iii) any consequences of any pandemic which are outside the reasonable control of the DBD, which affects the works including without limitation DBD being unable to reasonably access the Site, delay in or non-delivery of any materials required for the works, DBD being unable to adequately resource the works;

**OIR:** shall refer to Original Installation Rate;

**Plot:** property in which the goods or service has been ordered for;

**Re-Usable Project Appliance:** any appliance cited as part of the specification on the original order which the customer commits to re-using on a remaining plot specified;

**Site Management:** the Customer's responsible person at the site of goods delivery/service at the time of delivery/service;

**Stocked Product:** product that DBD commits to holding stock of subject to availability from the Manufacturer;

**Variation:** an authorisation to any cost in addition to the original order value. These include, but not limited to, product upgrades; additional product and additional services and price increases;

**Works:** the permanent and temporary works required for the installation, connection and commissioning of the appliances / materials outlined in the quotation, including any variations made to those works in accordance with these terms.

## 2 Installation Service Overview

A DBD Installation Service consists of, but is not limited to, the following services.

- (a) Deliver and Load Out appliances into plot. DBD are responsible for all horizontal distribution of appliances. The Customer shall be responsible for providing to DBD's operatives safe access including any required access equipment. This will include mechanical assistance – i.e., hoist or lift – for all deliveries and vertical loading out requirements for appliances to the 4th floor and above of any development.
- (b) Unpack appliances, provide appliance documentation to Site Management, remove packaging from plot.
  - Appliances will be unpacked only if they can be “fitted” (see (c))
  - Appliance documentation will be provided to Site Management.
- (c) Fitting – fit appliances to kitchen furniture / plot fixings
  - This will occur only if the plot and/or kitchen furniture is in a ready state to allow the appliance to be fitted (see section 7))
  - For free-standing appliances, fitting includes positioning and levelling appliance in relevant position in kitchen furniture layout.
- (d) Connect appliance to services.
  - In the case of gas and water connections, the appliance will be connected only if all the associated services are live & a Hob separation panel is available to allow commissioning to take place (see (e))
- (e) Commission appliance (see section 16 – Commissioning).

## 3 Planning the Customer's Installation Service

When an order is received, DBD's Operational team will set up a programme of products and services to be delivered, by plot, as specified in the order. The Customer should upload to DBD ToolBox & update forecasted required dates for a 12-month view on a rolling quarterly basis. DBD will await instruction from Site Management before scheduling any services. Customers will be able to use DBD ToolBox Visit Manager to view the planned service programme once the above information has been supplied (subject to conditions laid out in section 22).

**The service provided is for 1 (one) visit to each plot to install all appliances ordered for that plot.**

DBD have a tried and tested call-off and plot readiness confirmation process outlined below, which if adhered to by Site Management, will avoid unnecessary additional visits to complete plots due to Site issues. **Additional visits to complete a plot installation due to Site issues are chargeable (see Additional Charges – section 23).**

## 4 Communication with DBD via ToolBox

Customers are required to use DBD ToolBox Visit Manager to communicate with DBD using the online tools provided (subject to availability and conditions laid out in section 22). The DBD team will be available to support you in providing advice on how to use the service as needed during DBD's normal working hours. In the exceptional circumstances of the relevant online service being unavailable, the customer representative may use appropriate communication alternatives – e.g., phone or email. Where ToolBox isn't used by the Customer then DBD reserve the right to reject communications via alternative means, alternatively if other means of communication are accepted then it could take DBD additional time to process and respond.

**Site Management Team**

The nominated Site Manager (and any additional authorised representatives) must be identified in advance. The Customer must provide DBD with their relevant mobile telephone numbers and email addresses in advance of the start of the project. Site must use DBD ToolBox to communicate with DBD on the following steps in the visit management process:

- Plot visit forecast (re-forecast)
- Plot visit call-off
- Re-scheduling visits
- Plot Ready Notification
- Request for product upgrades (if authorised)
- Request for DBD services not specified on original order (if authorised) – e.g., hob cut out, add electrical spur
- Requesting an Additional Visit
- Booking a Contracts Manager Visit

**Authorising additional costs (variations)**

The Customer's nominated Buyer / QS (and any additional authorised representatives) must be identified in advance, having authority to approve / reject variation charges in addition to the original order. The customer must provide DBD with their relevant mobile telephone numbers and email addresses in advance of the start of the project. The representative must use DBD ToolBox Cost Manager to communicate with DBD on the following steps in the visit management process:

- Authorising all additional variation costs, including, but not limited to:
  - Product upgrades (variations to original order)
  - Additional services - where the Site have asked DBD to carry out additional works on Site (e.g., a hob cut out), DBD will retrospectively raise a Variation Quotation for the Customer's commercial contact to acknowledge via ToolBox. Should a Customer not acknowledge within 48 hours then the Variation will be considered approved and DBD will invoice for the works, using the signed installation sheet as the evidence that it was required and carried out.
  - Additional visits and charges (see section 23)

Please note - where a customer requests that DBD adjusts the specification of the order, DBD reserves the right to re-quote the installation service charges applicable to the respective order.

Customers are to request and approve variations providing a minimum of 8 weeks' notice.

**5 Call Off Installation Notice**

DBD require a "call-off" instruction from the Customer's Site Management for each plot before scheduling of appliance installation services can take place. This instruction must be received by DBD using DBD ToolBox Visit Manager.

Customer's will call off the Plot(s) providing a minimum of 4 weeks' notice where the Plot has been forecasted for a date within 4 weeks of the required date and it's for Stocked products. Where not forecasted then DBD will supply and install within 8 weeks where Stocked products are required. Non-Stocked products could be subject to additional lead times.

In the event of a shorter notice period being requested by the customer, and fulfilled by DBD, the above terms are not compromised and remain in force.

Where ToolBox isn't used by the Customer then DBD reserve the right to reject the call-off or apply longer lead times than those stated above.

## 6 Call Off – DBD Response

Once a Call-Off request has been received, the following process will take place:

- a. DBD will confirm to Site a week-commencing date for the visit and will endeavour to match the requested date, if possible, via ToolBox Visit Manager.
- b. No less than 3 days before the requested date, DBD will propose a specific installation date, and request confirmation that all requested plots are ready (see section 7 “Plot Ready”), and that the Site has clear and safe access (see section 8 “Site Ready”) via ToolBox Visit Manager. As part of this process, site will be required to confirm the plot readiness and acceptance of the proposed installation appointment via DBD ToolBox Visit Manager or via SMS or email (for bulk plots).

If at this point Site instruct DBD that the plot will not be ready, the visit will be re-scheduled, and a new appointment will need to be requested by Site Management.

If no confirmation of “Plot Ready” is received by 5pm on the penultimate working day before the planned installation date (e.g., 5pm on Monday for a visit due on Wednesday), then the installation will be postponed. In this case, no postponement charge is levied (see section 23). Site Management will be required to call-off again to request a new scheduled date.

- c. If Site requires DBD to postpone the Installation after having previously confirmed to DBD that the plots scheduled for the visit are “plot ready”, then the request to re-schedule the visit must be received within 1 working day (e.g. by 5pm on the penultimate working day before the planned installation date - 5pm on Monday for a visit due on Wednesday), or a Postponement Charge will be levied (see Section 23). Where requested, DBD will aim to re-schedule the Plot within 5 working days of the postponed date, however this may lengthen if the current workload already booked and amount of work to be re-scheduled prohibits this.
- d. Please note that if postponement results in DBD having to store appliances in excess of 15 working days of the original requested Call-Off Installation Date due to the Plot(s) not being ready, DBD will invoice the value of the Goods, to be paid to Terms.
- e. If the plots are confirmed as ready, the visit will be scheduled for the proposed installation date.

## 7 Plot Ready – what is required

In order for DBD to complete the installation service in one visit, the plot must be “Ready”, including, but not limited to, the following:

- a. All kitchen furniture is complete and fixed, and any appliance integrated doors are available in the plot.
- b. Worktops are installed and fixed.
- c. Services are complete and live. All electrical outlets rated correctly. Water and waste connections for wet goods are live, accessible and within 500mm of appliance (but not directly behind the appliance). If you are installing 600mm worktops on wet runs you will need to ensure a hard-wired connection is available or a socket in the adjacent unit. Should extension hoses be required (see additional charges) they can only be installed providing they are compatible with the respective machine. ‘Inlet extension hoses’ can reach up to 2500mm and are not guaranteed to reach service locations. If the standard inlet hose is production fitted, then DBD will offer an extension hose with male-to-male connector for the Customer’s plumbing contractor to install. (Please note that some appliances types/models have an anti-flooding device fitted to the inlet hose and cannot be extended.)

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Should the waste hose need extending, DBD can supply and install a 'waste extension hose' on the basis that the services are live and can be tested, and that the Customer's authorised representative on site is willing to check the integrity of the connection to confirm satisfaction at the time of sign off.

- d. With hobs, if you are supplying a service hatch, please ensure the supply pipework is located at the bottom of the hatch. This ensures fewer connections are required to run the pipework to the hob. This is a safer method and also looks better for the occupier.
- e. All hobs must have correct clearance when installed. The most common issue is the clearance from the back of the hob to the rear finished surface. The distance is specifically stated in the manufacturer instructions and should be checked by the trade completing the hob cut out. If changing splashbacks, please ensure the minimum distance is still adhered to.
- f. Any final wall finish including, but not limited to, tiles, laminates, aggregates, and paint finishes are complete before installation of cooker hood.
- g. If the hood is to be connected to any ventilation, ducting or secondary extraction system the specifications of the ventilate route should be of the correct size, material, and design to allow the hood to perform as designed by the Customer's architect, design team or design consultant. DBD will make the final connection providing the connection point is of a flexible material of sufficient size and free length to reach the hood when installed.
- h. Hoods have fixing points which can only be installed in a certain point in the wall for the hood to sit at the correct height. Therefore, it is recommended cables/pipes are not run directly behind these fixing points to prevent risk of these being drilled through during installation.
- i. If you are having island hoods, they must be supported correctly. Please request an Island Hood support guide from your DBD contact if required.
- j. Where plot ceiling heights are not compatible with the extractor ordered, cosmetic flumes, chimneys and/or cowlings may be trimmed or extended at the request of Site Management and at DBD's discretion, providing such alterations do not affect the function of the extractor. Extension cowlings are not guaranteed to be available. All subsequent service issues associated with trimming of cosmetic parts are the sole responsibility of the Customer.
- k. The Gas Safety (Installation and Use) Regulations require all gas appliances installed to be fully commissioned, tested and left safe to use. Gas appliances can only be connected to a live, commissioned and purged gas supply terminated by an accessible connection point within 500mm of the appliance, and with a live electrical connection point accessible and within 500mm of appliance.
- l. All built in refrigeration requires ventilation for its proper operation. Usually, 200cm<sup>2</sup> is required at the bottom and the top of the cabinetry to allow air flow around the appliance. This is the responsibility for the Kitchen manufacturer/installer.
- m. Should the customer require DBD to undertake a Pre-Installation visit to check for Plot readiness and to give advice where deemed necessary, it will still remain the sole responsibility of the customer to ensure that the Plot will accept the appliances specified and is ready in time for the Installation Date.

## **8 Site Ready**

Safe and clear access must be available to all plots. External areas should be free of trenches and obstructive scaffolding to ensure safe loading out. Access should allow a DBD two-man team the ability to trolley or carry appliances safely from the vehicle into the kitchen area.

## **9 Purchasers Extras**

The Appliance Manufacturers can take up to 12 weeks to supply product. DBD advise its Customers to order 8 weeks before the required installation date in order to have all products available for installation using DBD ToolBox. Orders received by post or email can take up to 2 weeks to process and DBD cannot be held responsible for missing orders. Where the Purchase Extra is for Stocked product then typically this can be supplied quicker than 8 weeks, but no guarantee can be given.

## **10 Incomplete Appliance Installations due to Site Issues**

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If, on arrival at site, appliance(s) cannot be loaded out, fitted, connected and commissioned within the scheduled time due to Plot/Services not being ready, parking issues and/or access issues, then the following applies:

**a) Entire plot not loaded out; all appliances returned to DBD**

In the instance where ALL of the appliances cannot be loaded out, or for which Site refuses to take responsibility until fitted, then all the appliances will be returned to DBD. In all instances a **Failed Installation charge will be raised** (see section 23 (c)). Site Management will be required to request a date to re-schedule the delivery and installation of appliances.

**b) Appliances not loaded out, returned to DBD**

In the instance where some (not all) of the appliances cannot be loaded out, or for which Site refuses to take responsibility until fitted, then the individual appliances will be returned to DBD. In all instances, DBD will **Invoice in full for the installation of all appliances scheduled with this visit**, equal to the Original Installation Rate (OIR).

In order to take delivery and installation of the returned appliances, the customer will be required to authorise a chargeable Additional Visit (see section 23 (e)).

**c) Appliances loaded out, not fitted**

Those appliances that are loaded out at Site's Request but cannot be fitted must be signed for and responsibility for these appliances will pass to the customer (for definition of fitting, see section 2 (c)). If Site requests boxed appliances to be left un-fitted, Site Management must sign the appropriate DBD Installation Form and responsibility for these appliances will pass to the customer.

In all instances, DBD will:

- **Invoice in full for the supply of the appliances, and in full for any Load Out Rate relevant for these appliances**
- **Invoice in full for the installation of all appliances scheduled with this visit**, equal to the Original Installation Rate (OIR).

**d) Appliances loaded out – partially fitted, connected or commissioned**

Those appliances that are loaded out and un-packed, but fitting, connecting and commissioning are not fully completed must be signed for and responsibility for these appliances will pass to the customer. Site Management must sign the appropriate DBD Installation Form and responsibility for these appliances will pass to the customer.

In all instances, DBD will:

- **Invoice in full for the supply of the appliances, and in full for any Load Out Rate relevant for these appliances**
- **Invoice in full for the installation of all appliances scheduled with this visit**, equal to the Original Installation Rate (OIR).

If appliances are left on site, where fitting, connecting and commissioning is incomplete, responsibility for requesting a new visit rests with Site Management. Additional visits are chargeable (see section 23). If Site Management chooses to make alternative arrangements to fit, connect or commission an appliance, then relevant follow-up services will become invalid (see sections 18, 19).

## 11 DBD Installation Form

DBD produce an Installation Form for each visit which must be signed by Site Management upon request on the day of Installation or Delivery.

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**12 Damaged Appliances**

Damaged appliances should be reported on the DBD Installation Form at the time of inspection and signing. Should an appliance be found to be damaged, and the damage reported on the Installation Form, DBD will remove it and return with a new appliance at the earliest possible time.

**13 Shortages**

Appliances - If in the unlikely event that the stock isn't available then DBD will offer a suitable equivalent of no less than equal specification or it will seek to source the product or suitable equivalent from another reputable reseller in Great Britain. This is subject to the Customer providing adequate notice.

Installation Service - If DBD cannot provide the labour in time it will supply the appliances on a delivery basis & it will cover reasonable direct costs for our Customers to use an alternative Installer. This is subject to the Customer forecasting the Plot for the week in question and providing adequate notice from call-off to install.

**14 Discontinued / Replaced Products**

The Appliance Manufacturers reserve the right to discontinue and replace models, and as such, whilst DBD will endeavour to supply the same models for the whole Development this cannot be guaranteed, and DBD will supply equivalent models where necessary.

**15 Packaging**

All appliance packaging will be removed from the plot to Site waste facilities, or, where waste removal has been purchased, to the DBD waste disposal facility within 3 working days following installation of the appliance(s).

**16 Commissioning**

Appliance commissioning consists of the following;

- a. Oven. Clock lights up and runs. Oven cavity light comes on and fan rotates. (The oven cavity is not heated to prevent condensation if left for an extended period.)
- b. Electric Hob. Hotplates checked for function.
- c. Gas hobs, cookers and ranges. All gas tightness and required safety checks. All controls and functions tested.
- d. Wet goods. Water intake and drain checked. (A full cycle is not run as the appliance may stand for some time.)
- e. Installation of Refrigeration. (Internal light and compressor function can only be tested a minimum of 4hrs minimum installation.)
- f. Hoods. Fan function and lights.
- g. Microwave ovens, coffee machines, plate warmer. Clock and power on.

**17 Fixing kits**

Where DBD cannot fully complete an installation, the relevant fixing kits or appliance parts may be left in the Plot for future use (e.g., integrated door fixing kits because the integrated doors were not available at the initial visit). Site Management must sign the appropriate DBD Installation Form and responsibility for these fixings will pass to the customer. If any parts are subsequently lost by Site, a charge will be made to cover the cost of replacing these parts (which are both very expensive and may take some time to receive).

**18 Defective Appliances**

Appliances that are found to be defective or faulty at the time of installation and commissioning by DBD will be returned to DBD and replaced. Where appliances are not commissioned by DBD, but by others, then enquiries are to be directed to the Manufacturer.

**19 Warranties & Guarantee**

All Appliances supplied for domestic use are backed by a Manufacturer's guarantee that commences on the date of legal completion of a plot and runs for 24 months. (Appliance supplied for use in commercial or semi-commercial environments are subject to manufacturer's stated guarantee period.) This guarantee is entirely supported by the Appliance Manufacturer Service Organization. Therefore, please contact the Manufacturer's Service Organization directly to resolve any appliance issues.

**20 Installation work defects**

DBD's installation work is guaranteed for 24 months. Please note that where DBD is unable to fully commission and test appliances, installation defects are the sole responsibility of the person completing the installation. ***The DBD Installation Warranty is valid only on appliances fully commissioned and tested by DBD.***

**21 Contra-charges**

Should DBD receive a contra-charge from a Customer, it will only be accepted if both of the following criteria are met:

- a. DBD have been requested by the Customer via ToolBox Care Manager to inspect and resolve the issue within a reasonable period of time prior to receipt of the contra-charge notice.
  - i. Emergency H&S defects – within 2 hours
  - ii. General Non-H&S defects – 10 working days
- b. DBD have confirmed in writing their acceptance of the contra-charge.

Once a contra-charge has been accepted, DBD will confirm its liability in writing. The Customer must then raise an invoice for the required amount. Payment of DBD Invoices should not be held and offset against pending contra-charges.

**22 DBD ToolBox**

In using the DBD ToolBox services (Visit Manager, Cost Manager & Care Manager), Customers agree to the following:

- a. All electronic approvals/acknowledgements and references provided will be authorisation for the works to be included as an approved variation, and upon presentation of proof of completion of works, these will be sufficient authorisation for payment.
- b. Where a Customer requires DBD to carry out additional works to complete the installation we will proceed whilst on Site so as to save additional cost in returning, and then retrospectively raise a variation order to cover the works. Given that the works will have been duly carried out should the variation not be authorized (but timed out) then DBD will proceed to invoice and expect payment to terms.
- c. The Customer is responsible to keep user access and passwords secure at all times – any actions or costs authorised by a user will be logged and constitute authorisation from the named representative.
- d. The Customer is required to inform DBD in writing (e.g., by email) if any user access is to be removed.

- e. Where a Customer uploads personal data for product registration &/or customer care it is doing so with the necessary legal permission to provide the data on to DBD.
- f. There is no guarantee as to the availability of any element of the online service. Should the online system be unavailable, please contact 01442 205 810. Access to ToolBox requires the latest Chrome browser (or compatible). The recommended internet speed to operate ToolBox is 5Mbps or above.
- g. Any viewing, communication, permission changes, work requests and/or work authorisations carried out in the name of the Customer are entirely at the Customers risk.
- h. Should a Customer refuse to use DBD ToolBox to manage their project with DBD then DBD reserve the right to cease supplying the Project in question or charge extra to fulfil the remainder of the Contract outside of DBD ToolBox.
- i. Should a Customer take a financial benefit for using DBD ToolBox and then operate the order in the traditional method (Phone/Email) DBD reserve the right to cancel the financial benefit at any time.
- j. DBD do not accept any liability for the online systems misuse including but not limited to fraud, hacking or the availability of personal data.
- k. The DBD ToolBox terms and conditions for use as listed above will be available online and may change without prior notification to the customer.

**23 Additional Charges**

This section outlines additional charges for services that fall outside the original specified order but may be required as a result of Site issues preventing DBD from completing our scheduled work.

**Incomplete Installations**

The following charges are levied in accord with the proceeding terms unless otherwise agreed in writing.

Charge	Description	Cost
(a) Postponement Charge	Where scheduled work is postponed by Site after 5pm of the penultimate working day before the confirmed installation date (e.g., after 5pm on Monday where visit is due on Wednesday):	£5.00 per appliance  Plus 50% of OIR
(b) Failed Installation	Charge where installer is not able to complete an entire plot installation due to Site issues and all appliance(s) are returned to DBD:	£7.50 per appliance + £0.85 per mile (back to DBD) Plus, 100% of OIR for all returned appliances
(c1) Cancelling an Order / Re-stock charge before attending site with appliance	Charge for cancelling any order after 24 hours of placing order:  Charge made for cancelling the order when it is due to be delivered within 48 hours:  Charge for cancelling any order after 24 hours of placing order where the appliances are either 'Non-Stocked product' or 'Discontinued' Items:	25% of appliance price  100% of appliance price  100% of appliance price
(c2) Cancelling an Order / Re-stock charge after	Charge for re-stocking a wrapped uninstalled appliance:	£50 per appliance (£250 for large/heavy appliances e.g.; USA style F/Freezers) plus

attending site with appliance	If DBD agree to re-stock an unwrapped appliance that requires repacking:	25% of the appliance price unless a Non-Stocked product = 100%  £75 per appliance (£300 for large/heavy appliances e.g.; USA style F/Freezers) plus 25% of the appliance price unless a Non-Stocked product = 100%
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**Completing Installations**

As outlined in section 10, there may be occasions where an installation is not completed due to Site issues. The following charges apply for DBD to carry out the completion work, namely one or more of: fit, connect, commission Stocked appliances. Non-Stocked appliances are subject to additional charges.

Charge	Description	Cost
(d) Discretionary On-site Completion	Where an installer is already on-site, has time at the end of his scheduled activities for the day, and receives a written site instruction approved by Buyer requesting that he perform completion work for specified appliances, then the following charges apply:	£50 per appliance (£75 for a Gas appliance) unless specifically quoted for within the "Extras" section of the DBD quotation.
(e) Additional Visits	To visit a plot to complete the installation of appliances that could not be installed on the previous visit due to Site issues (including where an individual appliance has been returned to DBD (see section 10b)):	(1) Additional plot visit charge: £150 per plot unless specifically quoted for within the "Extras" section of the DBD Quotation.  (2) Installation completion charge: £50 per appliance (£75 for a Gas appliance) unless specifically quoted for within the "Extras" section of the Quotation.  (3) Where appliances are re-delivered to site, relevant Load Out Rate per appliance will be charged.
(f) Storage Charges	When an appliance is stored by DBD for more than 4 weeks after the required date provided at the initial call off:	£7.50 per appliance per week.

**Additional Appliance Installations**

If a customer orders an additional appliance with installation (over and above the original order), then

- If the delivery and installation takes place with the original order installation for that plot, then the product and installation (OIR) will be charged.
- If the delivery and installation for this appliance takes place AFTER the original order installation for that plot, then the product and installation (OIR) will be charged PLUS a delivery charge (see (h) below) \*

\* Note: This delivery fee will be waived if

- (i) other first visit installations are completed on same day, or

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(ii) a Site Visit Charge has been agreed for completion activities on same day

**Additional Services**

The following service charges apply to resolve live or post installation issues unless specifically allowed for within the “Extras” section of the Quotation:

Charge	Description	Cost
(g) Customer Care	To carry out Customer Care visit to an occupied plot:	Minimum call out £225 Note: This charge will be waived if requested activities are an installation defect on appliances installed and commissioned by DBD.
(h) 1 Off Delivery	Should ‘delivery only’ be required; the following delivery charges will apply:  <b>Standard Delivery</b> Where site provide 8 weeks’ notice, or if less than 8 weeks’ notice and the delivery date is determined by DBD.  <b>Express Delivery</b> Where less than 8 weeks’ notice is given, or the delivery date is determined by the Customer.	£50 - £105 per delivery (depending on location) Plus £10 / appliance (1-5) and £5 / appliance (5+).  Delivery Price on application.
(i) Electrical Connector Plate	Should DBD arrive on Site and the Electrical Connector Plate be incompatible/incorrect DBD will either request that Site resolve or change the plate over at a charge of:	£20 Per Electrical Plate
(j) Commissioning Certification	Should a DBD Gas Commissioning or Gas Safe Certificate be required:	£5 Per DBD Gas Certificate £25 Per Gas Safe Certificate
(k) Extension Hoses	Should DBD arrive on Site and Extension Hoses be required we will request that Site resolve or if the appliance is compatible supply and install them at a charge of:	£28 per Hot/Cold & Waste Set
(l) Refrigeration Doors	To alternate the hinge at the time of original installation (subject to manufacturers guidelines):	£20 per appliance
(m) Hob Separation Panel	Where the Appliance Manufacturer requires, recommends or advises that a panel is needed between the Hob and base unit:	£15 to Install (supplied by the KFM) when ordered upfront. £20 when installation ordered via site instruction.
(n) Hob cut out	To do the Hob cut out in a laminate worktop to enable installation of the hob:	£20 per Hob cut out
(o) Ducting Adaptor	To supply and install a ducting adaptor for the extractor hood:	£10 per Adaptor

**24. Parking**

DBD Installation teams work from our stocked Installation vans. It is assumed that DBD will be able to park outside the Plot or on Site after unloading. If this is not the case, DBD reserve the right to levy charges to cover parking costs and additional installer time involved in off-site parking. Any congestion charges etc will also be covered by additional charges.

**25. Spare Parts**

Please note that DBD does not hold Spare parts for appliances. Should you require DBD to order a Spare Part, such orders must be made via ToolBox Cost Manager or in writing and confirm the exact agreed cost of the Spares. Payment for Spares is required either at the time of order (Non-Credit Account) or 30 Days from Invoice (Credit Account).

**26. Limitation of verbal comments**

Any observations given by DBD or its employees regarding products, specification or design are not recommendations, and should be validated by an authorized and qualified Person to ensure they are fit for the purpose intended and to the Customers satisfaction. DBD does not accept any liability for the products specified being suitable for the Customers purpose.

**27. Rebates**

Any Rebate Claims must be claimed within 3 months of the qualifying period ending and are only payable on Plots that have been Supplied, Installed, Paid for in full and on time. All Qualifying Turnover is calculated excluding VAT.

**28. Price Increases**

All prices are subject to regulatory changes/charges required to install the appliances in line with the respective Manufacturers standards or legislation & any Manufacturer stipulated price increases. Installation Prices that have been ordered as part of a Bulk Order but excluding 'Extras' or charges outlined in section 23 will be fixed for a specified period unless covered by a Group Agreement.

**29. Force Majeure**

DBD shall not be liable to the Customer for any loss or damage as a direct or indirect result of any Deliveries of Goods or Services being prevented, hindered, delayed or rendered uneconomical by acts of God, war, riot, strike, lock-out, industrial action, accident, breakdown of plant or machinery, fire, flood, drought, storm, pandemic event, difficulty or increased expense in obtaining materials, or other reasons beyond DBD's control.