

Definitions

Customer: the developer, 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 Delivery Note: shall refer to either a paper document or an electronic document. Where paper documents are used, a copy will be left with site at time of sign-off, and with electronic documents 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 deliveries;

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

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 delivery of the appliances / materials outlined in the quotation, including any variations made to those works in accordance with these terms.

Terms & Conditions

- 1 The price quoted is for 1 (one) plot visit to each Site. Please note delivery charges may apply.
- 2 It is essential that DBD receive a quarterly Build Program for each respective Site. Then a minimum of 4 working weeks' notice should be given from receipt of the Bulk Order, Call Off and any Additional Order(s) required to the Delivery Date. (Where no Build Program is provided then a minimum of 8 working weeks' notice is required.) Every effort will be made to deliver on w/c dates requested, however no guarantee is provided. Once a call-off has been made the following process will take place:
 - a. The Call Off should be submitted via DBD ToolBox.
 - b. The w/c date will be acknowledged in DBD ToolBox or via text or email.
 - c. Approximately 3 (three) days before the agreed date the Customer will receive a notification from DBD ToolBox via email to confirm that the delivery is still required on the original day/week agreed. The Customer is required to confirm the date or re-schedule the date using DBD ToolBox.
 - d. If for whatever reason Site requires DBD to postpone the Delivery, DBD must be notified before 10am, one working day prior, or a postponed delivery charge (see below) will be levied. DBD aim to re-schedule the Plot within 5 working days however this may lengthen due to the current workload already booked and amount of work to be re-scheduled.
- 3 Purchasers Extras: DBD have been advised by the Manufacturer that they may require additional notice beyond the standard 4 weeks call off notice for product not specified on the original order.

- 4 Safe and clear access must be available on the Site. The Delivery is purely a 1-man kerbside delivery unless otherwise stated on the quote (e.g., Delivery & Loadout Service).
- 5 Delivery of Goods: On delivery, the goods will be off loaded (unpalletised) and moved to a location at the kerbside. DBD are not under any obligation to move the further than the kerbside, and shall not be required to enter any premises, or carry goods up any stairs.
- 6 Where the DBD Delivery & Loadout Service has been quoted for and ordered then DBD will deliver, unload, and place the Goods into the pre-agreed location (e.g., in the respective Plot) on the Site. 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. There will be a minimum call-off per delivery of 30 appliances. Where smaller deliveries are required, additional charges will apply (see clause 14 below). The Customer will be required to accept responsibility for the Goods once they have arrived on Site. Should there be any conflict as to where the Goods are to be left then either DBD will leave them in their opinion the most practical place or remove from Site. Charges may apply.
- 7 Where the DBD Delivery & Loadout and Removal of Packaging Service has been quoted for and ordered then DBD will deliver, unload, and place the Goods into the pre-agreed location (e.g.; in the respective Plot) on the Site. 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. There will be a minimum call-off per delivery of 30 appliances. Where smaller deliveries are required, additional charges will apply (see clause 14 below). DBD will remove all packaging and the Customer will be required to sign for and accept responsibility for the unwrapped appliances loaded out. Should there be any conflict as to where the Goods are to be left then either DBD will leave them in their opinion the most practical place or remove from Site. Charges may apply. The Packaging will be removed to the DBD waste disposal facility within 3 working days following loadout of the appliance(s).
- 8 Damaged appliances must be reported to DBD in writing (or using DBD ToolBox) within 2 working days of delivery, unless clause 7 applies, where damage is to be reported at loadout sign-off. This clause does not cover faulty appliances – see clause 12 below.
- 9 Shortages: If an appliance is unavailable due to manufacturer shortages, either a) DBD will provide an alternative with prior consent or b) DBD will return at no extra cost with the correct appliance as soon as possible, where adequate notice has been given by the Customer.
- 10 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 we will supply replacement models where necessary.
- 11 Rubbish: All Appliance Packaging is the responsibility of the Customer unless clause 7 applies.
- 12 Warranties & Guarantees: All appliances are backed by a Manufacturer’s Guarantee. All faults are required to be reviewed and where responsible remedied by the Manufacturer.
- 13 It is the sole responsibility of the Customer to confirm that the product specification listed on this quotation is suitable for the kitchen type and house type even if drawings are supplied. Product specification must be checked thoroughly by the Customer before proceeding as DBD cannot accept responsibility for any mistakes.
- 14 Additional Charges: The following charges are levied in accord with the proceeding terms. They are as follows:

Charge	Description	Cost
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(a) Postponed Delivery	<p>Charge made for Postponing a delivery after 10am one working day before the agreed delivery date:</p> <p>Charge made for Postponing a Loadout Service after 10am one working day before the agreed delivery and loadout date:</p>	<p>£5.00 per appliance</p> <p>Original Loadout Rate (& Unwrap* Rate)</p> <p>*where ordered</p>
(b) Failed Delivery	<p>Charge raised for returning appliances to DBD and restocking them for future delivery:</p> <p>In addition, where our Loadout Service has been ordered; charge for failed Loadout element:</p>	<p>£7.50 per appliance + 85p per mile (back to DBD)</p> <p>Original Loadout Rate (& Unwrap* Rate)</p> <p>*where ordered</p>
(c1) Cancelling an Order / Re-stock charge but before Delivery	<p>Charge made for cancelling any order after 24 hours of placing order:</p> <p>Charge made for cancelling the order when it is due to be delivered within 48 hours:</p> <p>Charge made for cancelling any order after 24 hours of placing order where the appliances are either 'Non-Stocked Product' or 'Discontinued' Items:</p>	<p>25% of appliance Price</p> <p>100% of appliance Price</p> <p>100% of appliance Price</p>
(c2) Cancelling an Order / Re-stock charge after Delivery	<p>Charge raised for re-stocking uninstalled cancelled appliances following call-off:</p> <p>If DBD agree to re-stock an unwrapped appliance that requires repacking:</p>	<p>£50 per appliance (£250 for Large/Heavy appliances e.g.; USA style F/Freezers) plus 25% of the appliance price unless it's a Non-Stocked Product = 100%</p> <p>£75 per appliance (£300 for Large/Heavy appliances e.g.; USA style F/Freezers) plus 25% of the appliance price unless it's a Non-Stocked Product = 100%</p>
(d) Storage Charges	<p>Storage charge when an appliance is stored by DBD for more than 4 weeks after the required date provided on the initial call off date:</p>	<p>£7.50 per appliance per week</p>
(e) Loadout / Removal of Packaging Service	<p>Where the call-off per delivery is less than 30 appliances, there will be an additional charge calculated at (30 – number of called off appliances) x additional charge of:</p>	<p>£6.50 per appliance</p>
(f) Palletised Deliveries	<p>Charge for where Palletised deliveries are required:</p>	<p>£10.00 per plot</p>

- 15 **Parking:** It is assumed that DBD will be able to park outside the Plot or on Site whilst unloading. If this is not the case, we reserve the right to levy charges to cover parking costs and additional driver time involved in off-site parking. Any congestion charges etc. will also be covered by additional charges.
- 16 **Payment Terms:** 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 reserve 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.

If the Customer fails to pay DBD to term (together with any VAT properly chargeable in respect of that payment), DBD may give 7 days' notice to its intention to suspend supply, without affecting its other rights and remedies, until payment is made in full.

DBD reserve 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.)

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.

Customer Self-Billing and Application for Payment process is not applicable.

Final Account Application is not relevant.

DBD reserve the right to assign all debts due to DBD Distribution Ltd to a nominated third party.

DBD does not accept set-off against any due payments. DBD must be provided opportunity to resolve any disputes or contra-charges. 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.

DBD do not accept cross set-off. Any issue will be fully dealt within the relevant contract and "cross set-off" will not be necessary.

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

- 17 **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. 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.
 - c. The Customer is required to inform DBD in writing (e.g., email) if any user access is to be removed.

- d. 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.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. DBD do not accept any liability for the online systems misuse including but not limited to fraud, hacking, or the availability of personal data.
 - j. The DBD ToolBox terms and conditions for use as listed above will be available online and may change without prior notification to the customer.
- 18 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 in writing and confirm the exact agreed cost of the spares. Signed DBD Delivery Notes cannot be provided for the supply of Spares as they will be sent out direct from the Manufacturer. Payment for Spares are required either at the time of order (Non-Credit Account) or 30 Days from month end of invoice (Credit Account).
- 19 Any observations given by DBD or its employees regarding products, specification or design are not recommendations, and should be validated by an authorised 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 their intended situation.
- 20 All Prices are subject to any Manufacturer stipulated price increases.
- 21 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.
- 22 The placing of an Order with DBD confirms acceptance of these Terms and Conditions.