



KI (UK) LTD
EXPORT TERMS & CONDITIONS

1. Terms of Sale

All sales are subject to advance payment in full or a confirmed Letter of Credit. Overdue accounts will be charged interest at 1.5% per month on any amounts remaining unpaid.

2. Sales Policy

All prices are subject to change without prior notice. Possession of a price does not constitute authority to purchase and/or sell products contained herein.

3. Freight Terms

All quotes are priced on an ex-works basis unless otherwise specified. Collection dates are estimates only. When orders are held because a Customer is not ready to accept merchandise, and no notification of this fact is given to KI Sales Support at least one week prior to the acknowledged collection date, a storage charge will be billed to the Customer.

When shipping full load containers, it is the Customer's responsibility to ensure that the verified gross mass (VGM) of the container is provided by the carrier in order to comply with SOLAS rules effective 01 July 2016:

<http://www.worldshipping.org/industry-issues/safety/cargo-weight>

4. Storage of Product

If, following KI (UK) Ltd's (KI) sales acknowledgement of Customer's purchase order, Customer requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, Customer shall be responsible for the payment of the following storage fees:

- a) Orders less than a full trailer (11 pallets or 24 feet or less): £4.00 per day per pallet.
- b) Full trailer: £40.00 per day per trailer

5. Order Process - Requirements of a Valid and Complete Purchase Order

In order to submit a valid and complete purchase order to KI, Customer must provide KI with the following information:

1. The purchase order must be issued to KI with this address:

**KI (UK) Ltd
New Fetter Place
8-10 New Fetter Lane
London EC4A 1AZ
United Kingdom**

2. The following items must be included on all purchase orders:

- Sold To/Bill To Information: complete legal name, address, telephone number and email address
- Carrier contact detail: complete legal name, address and telephone number
- End User: complete legal name, address and telephone number
- Complete ship-to address
- Required by date
- Purchase Order Number: a Customer-specific identifier, typically a sequential purchase order number or requisition number
- Issue Date: date the purchase order was issued
- Sales Tax: applicable sales tax will be added upon invoicing. If tax exempt, Customer must provide or have the tax exempt

certificate on file at KI

- Purchase Order Total: total of all items and services included on the purchase order
- Authorisation: signature of authorised purchasing agent or buying entity
- Order Details: reference a fully optioned KI quote (eg: I I KGH-85432) or include all the information listed below:
 - a) Quantity of each item
 - b) Complete model number, including all finish and option information (by line item)
 - c) Net purchase price (by line item)
 - d) Extended net purchase price (all line items)
 - e) Any additional applicable charges
 - f) Contract name and/or number if pricing is based on a contract reference

Signatures on a quote or a worksheet will NOT be accepted as a purchase order. In the event that you do not have a formal Purchase Order process, please contact KI Sales Support on +44 (0)20 7404 7441 and we will assist you with creating a PO. Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI.

6. Acknowledgements

KI sends sales acknowledgements for all orders. Please read these acknowledgements and contact KI immediately if there is any discrepancy. In the event of any difference or inconsistency between KI's acknowledgement and Customer's purchase order, KI's acknowledgement will control. Any error or discrepancy on the acknowledgement must be reported to KI in writing within three (3) working days of acknowledgement receipt.

Orders will be manufactured and invoiced based upon the information on the acknowledgement. All acknowledgements contain an estimated collection date. Your order may actually leave a KI factory before this date depending on the backlog at the time and arrangements made with the carrier and the KI transportation planner. If for some reason you do not want the merchandise to leave one of our factories earlier than a specific date, then this must be noted on your purchase order.

7. C.O.M. Fabric Requirements

Fabrics to be supplied by Customer must be approved by KI for upholster-ability and flammability prior to acceptance of Customer's purchase order. Customer shall submit to KI a one (1)-foot square sample swatch with Customer's purchase order.

Following KI's approval of Customer's fabric, Customer must contact KI for exact production yardage requirements. Thereafter, Customer shall ship its fabric to the appropriate manufacturing facility and keep KI informed of the expected delivery date. Customer should contact KI Sales Support for manufacturing facility delivery addresses. When supplying Customer's own materials, it is the responsibility of the Customer to ship the materials to the correct KI manufacturing facility. Failure to ship the materials to the correct KI manufacturing facility will result in charges to the Customer for re-delivery of Customer's own materials to the correct KI manufacturing facility.

8. Changes or Cancellations of Orders

Purchase orders acknowledged by KI cannot be changed or cancelled without KI's consent and the Customer is

responsible for all costs incurred. For an order to be changed an administrative charge of £75 will be made on each occasion a change is requested. A minimum cancellation or change charge of 25% will be invoiced if an order is cancelled or changed within 10 working days of shipment.

9. Title and Risk of Loss

Title to product shall pass to Customer upon collection from KI factory door or other address where the Customer's chosen carrier will take over the shipment and delivery to Customer. Customer acknowledges that once the carrier collects the product, risk of loss shall pass to Customer.

10. Shipment Damage Claims

Orders are supplied ex-works with collection arranged by the Customer and the Customer's chosen carrier. All products leave KI's manufacturing facilities in good condition and the carrier shall be responsible for carefully inspecting all product upon collection. The Customer is responsible for ensuring that the carrier understands the nature of the product being collected and how to ensure its safe transit. Any damage must be recorded by the carrier at the point of collection. KI shall not be liable for loss or damage to product that occurs in transit, and the Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier.

Should the Customer require replacement product then the Customer must place an order with KI. This will need to be paid by the Customer and claimed back from the Customer's carrier.

KI will consider replacement or repair to damage occurred in transit or alleged defective merchandise at its sole discretion. KI's obligation hereunder shall be subject to the individual warranties set forth in the Rights and Warranties Document, the knowledge and receipt of which you hereby acknowledge.

KI recommends that all damaged product is kept at the point of delivery in its original packaging. If you receive product that is freight damaged, the following steps should be taken:

- a) Before signing for the merchandise, make careful notation of package conditions and describe any type of damage observed on the carrier's delivery receipt.
- b) If the delivery receipt has been signed free and clear and damage is discovered after carrier has left, the Customer shall report the concealed damage and request an inspection to the local carrier terminal.
- c) Retain all shipping cartons for inspection by the carrier agent.

11. Shortage Claims

Shortage claims must be reported immediately. Shortage claims reported after 15 days from receipt of delivery will not be honoured.

12. Unopened Shipment Damage Claims

Neither KI nor the carrier will be responsible for concealed damage claims if shipments are left unopened.

13. Repair and Replacement

Any labour charges for correcting a manufacturing problem must be submitted and approved by KI before correction is

undertaken, if the units are under warranty. Labour charges will be paid by the Customer if the estimate was not submitted and approved prior to labour being completed.

14. Returns

Without prior consent, KI will not permit the return of materials shipped and acknowledged. Return shipments, when accepted, are subject to a rehandling and restocking charge, the amount of which will be determined after the merchandise is received and inspected. All freight or express charges must be prepaid on return shipments; otherwise, they will not be accepted. Damaged materials and all items specially built to order cannot be returned under any conditions.

15. Warranty

The period of warranty is one (1) year to lifetime depending on the product. Please refer to our website for details on each product, or contact Customer Services for details. Warranties are calculated from collection of the article. The warranty does not include parts that are subject to normal wear and tear, nor does it include any materials provided by the Customer.

16. Warranty Limitations

You acknowledge that the merchandise identified is of a size, design, capacity and manufacturer selected by you. KI's warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products.

Issues arising from normal wear and tear and are not covered by this warranty. KI does not warranty the matching of colour, grain or texture except to within commercially acceptable standards nor does it warranty changes in surface finishes due to aging or exposure to light. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

In addition KI does not warrant: marks, scars or wrinkles that naturally occur in leather; the colour fastness or the matching of colours of textiles, including an exact match to cuttings, samples, or to swatch cards; or damage, marking or staining on work surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing implements.

SUBJECT TO THE PROVISIONS CONTAINED IN PARAGRAPHS 16 & 18, KI HAS NOT MADE AND DOES NOT WISH TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY OR MERCHANTABILITY OF THE MERCHANDISE.

17. KI's Liability

KI's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from the shipment by KI of the merchandise or breach thereof shall be limited to the replacement or repair, at KI's exclusive option, of any alleged defective merchandise. KI (UK)'s obligation hereunder shall be subject to the individual warranties set forth in our Rights and Warranties Document, the knowledge and receipt of which you hereby acknowledge.

18. Limitations on Liability

KI shall not be liable to you for any liability, injury, loss or damage, personal, commercial or otherwise, caused or alleged to be caused directly or indirectly by the merchandise identified on the acknowledgement, by inadequacy thereof, or defect therein, or by any incident in connection therewith. You acknowledge that the merchandise identified on the acknowledgement is suitable for your intended use, and you assume all risk and liability whatsoever in connection therewith. In no event shall KI be liable for the anticipated profits or for incidental or consequential damages. In no case shall KI's liability exceed the price allocable to the merchandise which gives rise to the claim. KI shall not be liable for penalties of any description.

19. Product Modification

Compliance with applicable laws, regulations, codes, certifications and manufacturing standards are disclaimed if this product is misused, improperly installed or modified in any respect (including, without limitation, modification to power compatibility, any change in mechanical components affecting stability, load capacity or load distribution) after shipment from the manufacturer or after manufacturer-approved assembly.

20. Product Design

KI reserves the right to make changes in design and construction or discontinue products without prior notice. All dimensions shown are to be considered approximate.

21. Weights and Dimensions

All weights and dimensions listed in KI's price or product listings are approximate.

22. General

a) KI is not liable for any failure where the failure is due to circumstances or any act or omission which are not directly within KI's reasonable control, including acts of terrorism, natural disaster, industrial action, or a failure of a supplier, public utility or common carrier.

b) Delay in exercising or non-exercise of any right under this Agreement by KI will not constitute a waiver of that or any other right.

c) Waiver of a breach of any term of the Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

d) If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of the Agreement.

e) The Agreement constitutes the entire agreement between the Parties in relation to its subject matter.

f) A person who is not a party to this Agreement has no rights to enforce, or to enjoy the benefit of, any provision of this Agreement.

g) The Agreement, and any dispute arising under or in connection with it shall be governed by the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

h) These Terms and Conditions may change without prior notice. Purchases of products from KI shall be subject to KI's then current Terms and Conditions which will be sent alongside every KI order acknowledgement.

KI (UK) Ltd Export Terms and Conditions

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KI (UK) Ltd
New Fetter Place
8-10 New Fetter Lane
London, UK
EC4A 1AZ

Tel: 020 7404 7441
Email: info@kieurope.com
www.kieurope.com | www.kimiddleeast.com

