



USP Designs Limited

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Commercial Contract - Terms & Conditions

Terms & Conditions are intended to be a useful safeguard for both a company and its customers. Please call us if you have any queries about ours. These terms & conditions outline the agreement between yourself and USP Designs Ltd. Please read this information carefully as signature of the order form signifies your acceptance of these terms. USP Designs Ltd agrees to supply and, if booked, template and install all the items listed on your order. You agree to purchase the product(s) and services set out on the order.

PRICES

All estimates are valid for 30 days from the date printed on the letter. USP Designs Ltd reserves the right to withdraw an estimate where the period exceeds 30 days or where a suppliers' price increases preventing us from being able to honour a quotation. The quotation is not a binding contract or a right to order, it is a guide price. All prices will be finalised after templating, and once a customer's own measurements have been checked. This may require a small price adjustment to the quote. The rectification will be advised in writing. All prices quoted are net prices, exclusive of VAT unless otherwise stated. USP Designs Ltd payment terms are outlined on page 3.

TEMPLATING

A trained USP Designs Ltd representative will undertake a survey of the room in which the product is to be installed. Templating can only take place once all base carcass units are in place and all appropriate appliances - including sinks and taps - are on site. If our templator is unable to make an accurate survey the client will be held responsible and a second visit will need to be arranged. Both appointments will be chargeable to the client. If the client needs to change the date of template, this must be done with at least five (5) working days notice or a charge will incur. Electrical and telephone points, utensil racks, fixed appliances, cabinetry and all fixtures must be fitted or marked before the Site survey as changes cannot be made to USP Designs Ltd once it has been moulded and delivered. Please note, any cost increases identified by the survey are the sole responsibility of and shall be payable by the customer. Customers will be notified of any rectifications and additional costs prior to manufacture. Any amendments in respect of changes requested after the final measure and survey are also payable in full by the customer. Any changes relating to changed positions of sockets, taps, phone points, light switches or other fixtures are at the expense of the customer.

AMENDMENT OR ALTERATION OF ORDER

Any amendment or alteration to a customer's order prior to templating, including but not limited to the colour, thickness or appliance cut-outs must be notified to USP Designs Ltd by the customer in writing. Amendments made after templating may not be possible or may be at additional expense to the customer.

LEAD TIMES

Unless agreed in writing, the lead-time for the delivery of USP Designs Ltd products shall be a minimum of 10 working days from the date on which templating is completed. Please talk to us directly if you wish to pay a premium to fast-track an order. USP Designs Ltd will use all reasonable endeavours to book a templating appointment within 10 working days of the date we receive your completed and signed order form including the deposit cheque.

DELIVERY DATES

When all the items agreed on the quotation have been manufactured, USP Designs Ltd will contact you to arrange a mutually convenient delivery date. We will use all reasonable endeavours to deliver on the agreed date and undertake to notify you within a reasonable time in the event that the date cannot be met. We do not guarantee specific delivery times but we will always strive to deliver/fit at a time that suits the customer and we will advise you of an AM or PM timeslot. To enable you to plan your day we aim to call customers the day before a booked delivery to discuss a more accurate estimated time of arrival. The Company does not accept any liability (to the extent permitted by law) for any costs or damages of any kind (including direct, indirect and consequential losses) arising from late delivery of our product(s). USP Designs Ltd shall not be responsible for delays caused by circumstances beyond its reasonable control. If a customer wishes to delay delivery, they must give USP Designs Ltd at least five (5) working days notice so that we have sufficient time to reschedule labour, drivers and vehicles to fill the slot. Failing to meet the five (5) days notice may result in another charge. In the event of a delay post manufacture USP Designs Ltd agrees to store the products, at the customer's risk, for up to one (1) week from the original delivery date free of charge. Thereafter, due to our own space limitations, we reserve the right to charge storage fees at a daily rate of £15.00, until the products can be received. A delivery charge is payable by the customer if USP Designs Ltd is not carrying out the installation

CANCELLATION POLICY

Due to the bespoke nature of our product, cancellations are expensive and to be avoided. In the event that a customer has to cancel an order, USP Designs Ltd will, at its discretion, retain in full or part, the deposit paid to cover administration, templating, manufacturing and glass processing costs. Cancellations can only take place when agreed in writing by USP Designs Ltd. Templating fees are non-refundable at all times. Once the manufacture of the bespoke moulds has commenced then the cost of cancellation will include the mould costs. Any cancelled order for products that have already been manufactured must be paid for in full and the Company reserves the right to recover all reasonable costs.

SITE PREPARATION & INSTALLATION

The customer is solely responsible for ensuring that the site is suitably prepared for installation. All cabinetry must be fit for purpose. If any structural/support issues are detected during the templating survey, USP Designs Ltd recommends that any remedial work is undertaken well in advance of the agreed delivery date. **OUR FITTERS CAN UNDERTAKE MINOR REMEDIALS AND STRENGTHENING WORK TO CARCASSES BUT ALL MATERIALS AND LABOUR WILL BE CHARGED FOR, WITH LABOUR AT A RATE OF £45 PER HOUR. PLEASE REMOVE ALL ITEMS FROM THE EXISTING WORKTOPS PRIOR TO THE ARRIVAL OF OUR TEAM. IF YOU ARE USING THE CUPBOARDS/DRAWERS UNDERNEATH THEY WILL NEED TO BE EMPTY BEFORE WORK CAN COMMENCE. WE DO NOT CARRY OUT PLUMBING, GAS OR ELECTRICAL WORKS. THESE ITEMS ARE THE RESPONSIBILITY OF THE CLIENT. BUT WE WILL BE PLEASED TO ADVISE/WORK WITH YOUR TRADESMEN TO ENSURE A SMOOTH INSTALLATION. OUR FITTERS JOIN AND SEAL WORKTOP-TO-WORKTOP. FILLING & SEALING AROUND THE TOPS OF SPLASHBACKS IS THE TASK OF THE CLIENT.**

We do not take away old worktops unless you have requested this service in advance, in which case we make a charge. Painter's caulk may sometimes be applied to the outer perimeter of the worktops for sealing and waterproofing purposes. Seals may vary depending on joinery, walls and worktops being level or plumb. Up to 3mm tolerances are acceptable. The caulk is easily removed after installation.

INSTALLATION BY CUSTOMER

If USP Designs Ltd is not installing the worktops, fitting should be carried out using recommended products by experienced kitchen fitters and/or stonemasons. We strongly recommend that your fitters contact or visit our factory before attempting to install USP Designs Ltd. We cannot be held responsible for any issues relating to the size or fit of the worktops if (a) products are ordered without the benefit of a templating survey by our own qualified surveyors or (b) if worktops are installed by unqualified fabricators.

COMPLETION OF ORDER

The order will be considered to be completed when all items set out on the agreed quotation have been installed, or, if the customer does not require installation, on completion of work at our factory prior to delivery. Any USP Designs Ltd product found to be faulty after installation will be rectified under the guarantee conditions printed below.

PAYMENT TERMS

A deposit payment of up to 50% (dependant on the trading relationship with USP Designs Ltd) is due immediately from the date we submit our first invoice to the customer. The balance payment will become due prior to delivery or upon installation sign off. In the event of non-payment, the fitting team reserves the right to return the tops to our premises and is not obliged to undertake any works. USP Designs Ltd has the right to void all guarantees if either non-payment or late payment occurs. Late payment interest on all amounts is charged at the rate of eight percent (8%) above the base rate of the Bank of England from time to time in force; from the date payment is due until the date that payment is actually made. We will also charge interest at the rate equivalent to that set for the purpose of Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998: a) Calculated (on a daily basis) from the date of our invoice until payment; b) compounded on the first day of each calendar month; and c) before and after any judgment (unless a court orders otherwise). Failure to complete payment may result in loss of deposit, payment of all costs of materials and non-delivery of the product, suspension or cancellation of future deliveries or any outstanding work. Customers do not have the right to set off any money they may claim from USP Designs Ltd against anything that they may owe us. While a customer owes money to the company we have a right to keep any customer's property we may be holding until payment has been received in full (a lieu). If a Customer breaches any of its obligations under these terms, they are to indemnify USP Designs Ltd in full against all direct or indirect expenses and liabilities incurred including legal costs and other related costs on a full indemnity basis.

TITLE and RISK

Ownership of the product belongs with USP Designs Ltd and does not pass to the customer until all amounts due to be paid by the customer (including any applicable interest and costs) have been paid in full. Until title passes, the customer shall hold the goods as bailee for the USP Designs Ltd. USP Designs Ltd may at any time, before title passes and without any liability to the customer, repossess and dismantle and use or sell all or any of the product(s) and by doing so terminate the customer's right to use, sell or otherwise deal in them, and, for that purpose (or determining what if any Product(s) are held by the Customer on inspecting them) enter any premises of or occupied by the Customer. Unless otherwise set out in these Terms, risk passes onto the Customer once the goods are installed, delivered or collected (as the case may be).

COLOUR/FINISH

Due to the variation in the manufacture of glass - and depending on our weekly bottle collections - the colours shown on our colour charts or samples cannot be guaranteed. We use all reasonable endeavours to match as closely as possible the finished product with the sample provided, however customers are reminded that UrbnRok is an up to 94% recycled product and colours and surface patterns are subject to slight variations. These variances are an inherent feature of the product and occur randomly as they would in natural products such as timber or granite; they are not faults. For example, certain clear glass

types have a higher content of iron which causes a "green tinge" that can sometimes change the final colour of pure white surfaces. Please refer to the coloured glass samples for a more accurate indication. Colours should always be chosen from sample in the room they are to be fitted under final lighting conditions. It should be noted that samples from the same colour may have variations when a larger slab is poured, the variations will become more apparent especially in products that have larger aggregate or very fine dust particles (this is part of the natural look and feel of the product which makes it unique). Customers with concerns around colour variations are invited to arrange a visit to the factory where they can view larger slabs of product to understand this in more detail if required. Most worktops incur slight variations with regard to thickness and a 3mm tolerance either side of the ordered thickness of a USP Designs Ltd worktop has to be tolerated by the buyer to allow for thorough polishing of the cullet glass. An operative from your company will be required to sign off for quality of product, and fitting immediately after delivery or installation

BESPOKE RECIPES

We offer a bespoke manufacturing service for customers who want to create their own unique colour scheme. Samples are provided at a cost of £50-£150 each, refundable against the cost of an order for the same recipe. UrbnRok is a recycled product and client's are reminded that we cannot guarantee the colour or iron content of our glass collections so there may be some minor colour variations (as detailed above). We use all reasonable endeavours to ensure that all tops are as accurately matched as possible to the bespoke samples supplied; we will always notify you in advance of any noticeable differences and discuss the chosen materials with you to ensure you are happy with the final recipe.

PRODUCT CARE

It is the responsibility of the Customer to follow our maintenance instructions and to treat UrbnRok with due care and attention, as no responsibility can be accepted for damage caused by incorrect use or cleaning with products that contain bleach or other corrosive agents. USP Designs Ltd does not accept responsibility due to the effect of sunlight exposure on the product. Please email us or call us if you would like another copy of the advice sheet or more information.

DELIVERY ONLY/SUPPLY ONLY

Unless otherwise agreed, delivery shall take place to the site address supplied by the customer. The delivery date quoted is an estimate as outlined above. USP Designs Ltd will advise the customer of any changes to this date as known as time is not the essence of the contract. USP Designs Ltd accepts no liability for any loss, injury, damage or expenses as a result of, or consequently, any delay in delivery of goods. Delays due to circumstances outside the control of the Company shall not entitle the customer to cancel any order or refuse to accept delivery. All deliveries are Mon to Fri, 8am- 6pm unless otherwise stated by the Company. Premium deliveries on Saturdays/Sundays may be negotiated by special arrangement and cost to the customer. Once the goods have been delivered, risk shall pass to the buyer. Damages from the agreed delivery point are the responsibility the buyer. Should an agent be responsible for receiving the goods then the risk will pass to the buyer/agent at the point of collection from the delivery vehicle. Damages during delivery from this point are the responsibility of the purchaser.

UNLOADING AND RECEIVING OF SUPPLY ONLY WORKTOPS

In certain cases we may ask the customer to provide able-bodied helpers to assist with delivery, USP Designs Ltd will advise if this is required when calling to arrange delivery.. It is the clients responsibility to deliver to a safe, reasonable position from the delivery vehicle. Any exception to this term can be agreed by the Company prior to delivery. Failed deliveries due to non-compliance of the above will result in a re-scheduled delivery which is chargeable to the buyer.

ALL DELIVERIES

Access and exit by large delivery vehicles may be required. It is the responsibility of the customer to inform us of any tricky or difficult access issues. Please advise us immediately if you do not have adequate turning, vehicle weight, width or height restrictions so that we can schedule a smaller van or possibly two vans, which may result in additional costs. Delivery vehicle parking must be within close and safe proximity to the delivery address. The customer must indemnify the company against all claims for damages and liability whatsoever arising out of compliance by the company with your delivery instructions. Failed deliveries are rechargeable at the full rate. If delivering the worktops necessitates going upstairs, around corners, through tight corridors or angled doorways, it is the customer's full and sole responsibility to check that the route is clear and that any large worktops will fit through all points. Please talk to our templator if you have any access concerns as we cannot take back any worktops that are too large to be delivered.

NON-DELIVERY and DEFECTS OR DAMAGE TO PRODUCT(S)

Any claim for non-delivery of any product(s) must be notified in writing by the customer within ten (10) days of the missed delivery date. Any claim that products have been delivered damaged, and not of the correct quantity or do not comply with their description must be notified in writing within two (2) days. Any alleged defect must be notified in writing within four (4) days of the installation. USP Designs Ltd accepts no responsibility for any damage or shortages on a supply only basis once we have a signed delivery note from the customer. It is the customer's responsibility to check worktops on receipt and sign them off. Allowing a third party to take delivery is at your own risk. If you have any questions regarding the above please contact our office directly. Any claims must be in writing and must contain full details of the claim including a full description of any alleged defects. The customer shall afford USP Designs Ltd a reasonable opportunity to investigate and rectify any claims made. If the customer establishes that any product/s have not been delivered, have been delivered damaged, are not of the correct quantity, or do not comply with their description the company shall, at its option, replace with similar goods any missing, lost, damaged products or goods. If the customer establishes that any product/s are defective, USP Designs Ltd shall, at its option, replace with similar goods or repair and allow the Customer credit for their invoice value. The delivery of any repaired or replacement product/s shall be to the customer's original site address. The right to a replacement product, repair or a refund as set out here shall be the customer's sole and exclusive remedy.

GUARANTEE

All USP Designs Ltd goods are checked and examined before being supplied. UrbnRok worktops carry a warranty period of 12 months providing the surfaces have been used for the purpose for which they were designed. The Company will use all reasonable endeavors to repair or replace free of charge any worktop which is found to be cracked within the 12 months from the delivery date. This guarantee is subject to full payment for all items, charges, fees, and reasonable notice by the customer of such a fault to the Company. The customer must maintain and clean the worktops in a proper manner, as per the care instructions provided at installation. USP Designs Ltd does not accept any responsibility for avoidable staining over a number of days or the effect of sunlight exposure. In the event that you cannot remove a specific stain please contact us for advice. This excludes willful damage and normal wear and tear. Guarantee is valid for twelve (12) months from the installation date. This guarantee only applies to (a) the customer named on the order form and is not transferable and (b) for worktops installed by the company's approved and trained installers. The guarantee does not cover any defects caused by mistreatment of the worktops caused by cleaning agents either chemical or abrasive. USP Designs Ltd will not be responsible for any claims in respect of measuring errors when our own site surveyor was not used. The Company will not be held responsible for breakages or damage caused during transit where the company delivering on our own vehicle.

LIMITATION OF LIABILITY

Under no circumstances shall the Company have any liability of any kind for: (a) any defects resulting from wear and tear, accident, improper use or use by the customer except in accordance with the instructions or advice of the Company or neglect; (b) any Product(s) that have been adjusted modified or repaired except by the Company; (c) the suitability of USP Designs Ltd for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company; (d) any substitution by the Customer of any materials or components not forming part of any specification of the Product(s) unless agreed in writing by the Company; (e) any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions contained on our website or marketing materials or elsewhere since they are merely intended to represent a general idea of the product and are not to form part of these terms or be treated as representations; (f) any technical information, recommendations, statements or advice furnished by USP Designs Ltd, its servants or agents not given in writing in response to a specific written request from the Customer prior to the incorporation of these Terms; or (g) any variations in the quantities or dimensions of any Product(s) or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the subject matter, and the substituted materials or components are of a quality equal or superior to those originally specified. The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of these Terms or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform under these Terms except: (a) for death or personal injury resulting from the Company's negligence; or (b) as expressly stated in these conditions. In no circumstances shall the liability of the Company to the Customer under these Terms exceed the invoice value of the Product(s).

GENERAL

These Terms shall be governed by laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts. The parties agree that these Terms and the Order Form constitute the entire agreement and understanding between the parties. These Terms and the Order Form supersede all understandings, representations and agreements made between the parties. However neither party seeks to exclude or limit liability for any fraudulent misrepresentations. The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under these Terms does not imply that other rights will be waived. If a party has a right arising from the other party's failure to comply with an obligation under these Terms and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right. Each clause of these Terms is a separate term and is intended to stand alone. Should any provision of these Terms be held to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

COMMUNICATIONS

All communications shall be in writing, all telephone calls of dispute must be backed in writing within five working days. Methods accepted by the company: Email - the date of receipt will be the date the company will record the communication. By hand - a dated receipt will be issued by the company to record the communication. First Class Mail - the date the communication will be recorded will be two days after the post franking date. It is in Buyers interest to consider registered or recorded post.