TERMS AND CONDITIONS

Business Customers · Sale, Supply & Installation
Adept GRP Cabinets Limited · Revised September 2026

1. GENERAL

1.1 In these Conditions, "Seller" means Adept GRP Cabinets Limited, "Buyer" means the person or company placing the order, "Goods" means the cabinets, enclosures and other items supplied, "Services" means any delivery, offloading, installation or other site works, "Quotation" means the Seller's written quotation for the order, and "Product Warranty" means the Seller's product warranty certificate issued on completion.

1.2 These Conditions, together with the Quotation and any particulars set out in the Seller's Credit Application Form, apply to every order and supersede any terms and conditions proposed by the Buyer, including any terms on or referred to in the Buyer's purchase order. They may not be varied except with the written consent of a director of the Seller.

1.3 Where the Quotation states terms specific to an order (including price, lead time, payment terms, cancellation fees or site notes), those terms apply to that order alongside these Conditions. Where they conflict, the Quotation takes precedence for that order.

1.4 These Conditions apply only to Buyers acting in the course of a trade, business, craft or profession. Private individuals are supplied under the Seller's separate Consumer Terms and Conditions.

2. QUOTATIONS AND ORDERS

2.1 Unless stated otherwise, a Quotation is valid for thirty (30) days from its date and is not an offer capable of acceptance. The Seller may withdraw a Quotation at any time before an order is accepted.

2.2 An order is accepted, and a contract formed, only when the Seller issues a written order acknowledgement or, if earlier, begins work on the order.

2.3 The Buyer is responsible for checking the Seller's drawings before approving them. Once approved, the drawings form the specification for the order, and the Seller shall not be liable for any error or omission in drawings approved by the Buyer.

2.4 Any change to the specification requested after drawing approval must be agreed in writing, may be charged as an extra, and may extend the lead time, which will run from approval of the revised drawings.

3. PRICES

3.1 Prices are as stated in the Quotation and exclude VAT, which is payable at the prevailing rate. Delivery, offloading and installation are included only where stated in the Quotation.

3.2 The Seller may increase the price by written notice at any time before delivery to reflect any increase in the cost of materials, fuel, labour or other costs beyond the Seller's reasonable control, or any delay, suspension or change to the order caused by the Buyer.

3.3 Where a price increase under clause 3.2 exceeds five per cent (5%) of the order value, the Buyer may cancel the undelivered part of the order by written notice within seven (7) days of receiving notice of the increase, and shall pay only for work carried out and materials purchased or committed up to the date of cancellation.

4. PAYMENT

4.1 **Non-account customers.** Payment is strictly on a pro forma basis. No work, including design drawings, will be carried out until the pro forma invoice has been paid in full in cleared funds.

4.2 **Account customers.** Unless otherwise agreed in writing, payment is due within thirty (30) days of the end of the month of invoice. Full purchase orders, including office and site contact details, must be provided with every order.

4.3 The Seller may invoice for the Goods when they are ready for delivery. Where installation takes place on a later date, the Seller may invoice the Services separately on completion.

4.4 Where the Buyer delays delivery or installation, or places the order on hold, the Seller may invoice the Goods on the date they were originally required, and payment will fall due as if delivery had taken place on that date.

4.5 All sums shall be paid in full without any set-off, counterclaim, deduction or withholding of any kind, including any retention, unless agreed in writing by a director of the Seller.

4.6 Time for payment is of the essence. Payment is only made when the Seller receives cleared funds.

5. CREDIT ACCOUNTS

5.1 Credit accounts are opened at the Seller's discretion following completion of the Seller's Credit Application Form, and the Seller may carry out credit checks and seek references at any time.

5.2 The Seller may set, reduce or withdraw a credit limit or credit account at any time without notice, and may require any order to be paid on a pro forma basis.

5.3 The Seller may require a personal guarantee from one or more directors of the Buyer as a condition of opening or continuing a credit account.

5.4 The Buyer shall notify the Seller in writing of any change to its name, legal status, ownership, registered office or directors within fourteen (14) days of the change.

6. LATE PAYMENT AND SUSPENSION

6.1 If any payment is not made when due, the Seller may, without prejudice to its other rights:

(a) suspend manufacture, delivery and installation of any order for the Buyer, and any lead time shall be extended accordingly;

(b) require all sums owed by the Buyer, whether or not then due, to be paid immediately; and

(c) require payment in advance for any further orders.

6.2 The Seller reserves the right to claim interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, at the statutory rate of eight per cent (8%) above the Bank of England base rate, and the term implied by that Act shall apply after any judgment as well as before. Any reference to that Act includes any amendment, modification or re-enactment of it. If for any reason the Act does not apply, interest shall be payable on overdue amounts at eight per cent (8%) above the Bank of England base rate from time to time.

6.3 Without prejudice to clause 6.2, the Seller reserves the right to be paid on an indemnity basis any costs incurred in recovering money due under the contract (and the costs of recovering such costs), including administrative costs and any costs incurred with lawyers or debt collection agencies. Administrative costs may include the cost of the staff concerned and the overheads attributable to them for the time spent. Credit will be given for any compensation due under the Act.

6.4 If proceedings are issued, a minimum contribution of £250.00 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers.

7. DELIVERY

7.1 Manufacturing lead times and delivery and installation dates are estimates only, and time for delivery or installation is not of the essence.

7.2 Each delivery shall be considered a separate transaction, and the failure of any one delivery shall not affect the due performance of the contract.

8. CLAIMS FOR DAMAGE, LOSS OR NON-DELIVERY

8.1 All claims for damage to, or partial loss of, Goods in transit must be submitted in writing to both the carrier and the Seller within forty-eight (48) working hours of delivery.

8.2 In the case of non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Seller within five (5) days of receipt by the Buyer (or the Buyer's agent) of notification of despatch of the Goods.

8.3 In the absence of claims within the periods above, the Goods shall be deemed to have been delivered in accordance with the contract.

9. WARRANTY AND QUALITY OF GOODS

9.1 Goods manufactured by the Seller are covered by the Product Warranty, which provides ten (10) years' cover for structural integrity and twelve (12) months' cover for moving parts, subject to the conditions and exclusions set out in it.

9.2 Save as set out in the Product Warranty and subject always to clause 13.1, all other warranties and conditions, express or implied, statutory or otherwise, as to the quality of the Goods or their fitness for any purpose are excluded to the fullest extent permitted by law.

9.3 Any claim that the Goods do not match the order, or have defects visible on delivery, must be made in writing within seven (7) days of receipt of the Goods by the Buyer. All other defects shall be claimed under, and in accordance with, the Product Warranty.

9.4 Where the Buyer has specified that the Goods shall be of a certain colour or size, such specifications shall be subject to reasonable commercial variation.

9.5 The Seller reserves the right to change specification without prior notice, provided the change does not materially affect the performance of the Goods.

10. INSTALLATION AND SITE WORKS

10.1 This clause applies where the Quotation includes delivery to site, offloading or installation.

10.2 **Site requirements.** The Buyer shall notify the Seller in writing, at the time of placing the order, of all site access and entry requirements. These include, but are not limited to: CSCS or other card schemes; site inductions; RAMS or other documentation; permits to work; PPE beyond standard site PPE; security clearance; restricted working or delivery hours; and delivery booking systems. The Seller shall ensure its operatives meet the requirements notified to it. Requirements not notified at the time of order may be charged as an additional cost.

10.3 **Base and site preparation.** Unless the Quotation states otherwise, all ground and civil works are by others. The Buyer shall ensure that, by the agreed installation date:

(a) a suitable, level and fully cured concrete base is in place, built to the dimensions on the Seller's approved drawings (a stepped base is recommended);

(b) there is safe, clear access for the delivery vehicle and its Hiab to offload adjacent to the base, over ground able to take a loaded vehicle;

(c) the working area is clear of obstructions and other trades, and any buried or hidden services in or around the base have been identified and marked; and

(d) any corridors, doorways or other restrictions on the route to the base have been notified to the Seller, with plans, before manufacture.

10.4 **Offloading.** The Seller is responsible for offloading at the point of delivery only. Where the installation position is away from that point, the Buyer shall arrange for the panels to be moved to the installation position, where the Seller's site crew will begin construction.

10.5 **Aborted visits.** Where delivery or installation cannot start or be completed on the agreed date for any reason attributable to the Buyer or the site, including a base that is not ready or not to drawing, unsuitable access, site requirements not notified under clause 10.2, or the site being closed or unattended, the Seller may charge the Buyer for the aborted visit and for the rearranged visit. Charges may include labour, travel, haulage, Hiab and accommodation costs at the Seller's prevailing rates.

10.6 **Rescheduling.** The Buyer may postpone an agreed delivery or installation date by giving the Seller at least five (5) working days' written notice. Postponements made with less notice may be treated as an aborted visit under clause 10.5.

10.7 **Waiting time.** Where the Seller's operatives or haulier are delayed on site for reasons beyond the Seller's control, the Seller may charge waiting time, and any waiting charges made by the haulier may be passed on to the Buyer.

10.8 **Health and safety.** The Buyer shall provide a safe place of work and access to welfare facilities, and shall inform the Seller of any site-specific hazards before the visit. The Seller's operatives will comply with site rules notified to the Seller.

10.9 **Completion.** Installation shall be deemed complete and accepted unless the Buyer notifies the Seller in writing of any defect in the installation within seven (7) days of completion.

10.10 **Alterations.** Any modification of the Goods after delivery by anyone not authorised in writing by the Seller, including wall penetrations, may void the Product Warranty in accordance with its terms. The Seller accepts no responsibility for water ingress beneath the base flange where the enclosure is not installed on a stepped base.

11. STORAGE

11.1 Where the Buyer places Goods on hold after manufacture, or fails to take delivery on the agreed date, the Seller may store the Goods at the Buyer's risk and charge reasonable storage costs, in addition to invoicing the Goods under clause 4.4.

12. RISK AND PROPERTY

12.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

(a) for Goods collected from the Seller's premises, when the Seller notifies the Buyer that the Goods are available for collection; or

(b) for Goods delivered elsewhere, on delivery, or if the Buyer wrongfully fails to take delivery, when the Seller has tendered delivery.

12.2 Where Goods are delivered to site and installation is completed on a later date, the Buyer shall keep the Goods secure and protected until installation is complete.

12.3 Notwithstanding delivery and the passing of risk, property in the Goods shall not pass to the Buyer until the Seller has received payment in full, in cash or cleared funds, for the Goods and for all other goods agreed to be sold by the Seller to the Buyer for which payment is due.

12.4 Until property passes, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep them separate from those of the Buyer and third parties, properly stored, protected, insured and identified as the Seller's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

12.5 Until property passes (and provided the Goods still exist and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods, and if the Buyer fails to do so immediately, may enter any premises of the Buyer or any third party where the Goods are stored and repossess them.

12.6 The Buyer shall not pledge or charge by way of security any of the Goods which remain the property of the Seller. If the Buyer does so, all monies owing by the Buyer to the Seller shall immediately become due and payable, without prejudice to any other right or remedy.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Conditions limits or excludes the Seller's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

13.2 Subject to clause 13.1, the Seller shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, contracts or goodwill, any liquidated or other damages payable by the Buyer to a third party, any delay or disruption costs, or any indirect or consequential loss.

13.3 Subject to clause 13.1, the Seller's total liability arising under or in connection with any order shall not exceed the price paid for the Goods and Services under that order.

13.4 The Seller shall not be liable for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control, including adverse weather, supplier or carrier failure, shortages of materials, fire, flood, industrial action, or acts of government.

14. CANCELLATION AND RETURNS

14.1 Once accepted, an order may only be cancelled with the Seller's written agreement.

14.2 **Standard Goods.** Where Goods are standard stock items not made to order, and the cancellation is agreed before despatch, the Buyer shall pay the cancellation fee stated in the Quotation or, where none is stated, fifteen per cent (15%) of the goods value, to cover the Seller's administration and refund processing costs.

14.3 **Returns.** Standard Goods may only be returned with the Seller's prior written agreement, within fourteen (14) days of delivery, unused and in resaleable condition in their original packaging. Returns are at the Buyer's cost and risk, or the Seller may arrange collection and charge its carriage costs. Accepted returns are subject to a restocking fee of fifteen per cent (15%) of their value and any refund will be made within fourteen (14) days of the Seller receiving and inspecting the Goods, less the restocking fee, carriage costs and any costs of making good.

14.4 **Bespoke Goods.** Where Goods are made to order, or manufacture has started, the Buyer shall pay the greater of the cancellation fee under clause 14.2 and the cost of work carried out and materials purchased or committed up to the date of cancellation. Bespoke Goods cannot be returned except under the Product Warranty.

14.5 **Payment fees.** Card and online payment processing fees incurred by the Seller on any payment are non-refundable and will be deducted from any refund.

14.6 Any drawings produced for a subsequently cancelled order will be charged at £350.00 plus VAT.

15. TERMINATION AND INSOLVENCY

15.1 The Seller may, without prejudice to its other rights and remedies, suspend or terminate any contract with the Buyer by written notice if:

(a) the Buyer fails to pay any sum when due or commits any other breach of these Conditions;

(b) the Buyer enters administration, liquidation, receivership or a voluntary arrangement with its creditors, has a winding-up petition presented against it, or suffers any similar event;

(c) the Buyer ceases, or threatens to cease, to trade; or

(d) the Seller reasonably believes that any of the events above is about to occur.

15.2 On termination, all sums owed by the Buyer to the Seller shall become immediately due, including for work carried out and materials purchased or committed for any order not yet delivered.

16. INTELLECTUAL PROPERTY AND TOOLING

16.1 Where Goods are made or adapted to the Buyer's specifications, the Buyer shall indemnify the Seller against all costs, claims and expenses incurred in respect of any infringement or alleged infringement of patents, registered designs, trade marks or other third party rights.

16.2 Tools made for the manufacture of Goods for the Buyer shall remain the property of the Seller, even where the Buyer has been charged for the cost of such tools.

16.3 All drawings produced by the Seller remain the intellectual property of the Seller.

17. GENERAL

17.1 **Entire agreement.** The contract comprises these Conditions, the Quotation and the Seller's order acknowledgement. The Buyer confirms it has not relied on any statement or representation not set out in those documents.

17.2 **Severability.** If any provision of these Conditions is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, and the remaining provisions shall not be affected.

17.3 **Third parties.** Save for the benefit of the Product Warranty, which passes to the end user in accordance with its terms, no person other than the Buyer and the Seller shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce these Conditions.

17.4 **Notices.** Notices under the contract shall be in writing and sent by email or post to the address last notified by the recipient. Notices to the Seller must be sent to sales@adeptgrp.co.uk. An email notice is deemed received on the next working day after sending.

17.5 **Waiver.** No failure or delay by the Seller in exercising any right shall operate as a waiver of that right.

17.6 **Governing law.** The construction, validity and performance of the contract shall be governed by the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.