



DILLONS
Kitchens & Interiors

EST. 1975

TERMS & CONDITIONS



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Terms and conditions of business on Dillons Kitchens & Interiors. Please read the following terms and conditions for designer kitchen contracts, ordering designer kitchens, having your dream kitchen installed and kitchen delivery with Dillons Kitchens & Interiors.

1.1 General

Customers are advised to read these terms and conditions of business before making an actual purchase or contract. All quotations and contractual agreements are subject to these terms and conditions at all times. Nothing in these terms and conditions shall affect the statutory rights of a consumer.

1.2 Definitions

"The company" shall mean Tony Dillon & Co. Ltd T/A Dillons Kitchens & Interiors whose registered office is at Unit 12 Ashbourne Business Centre, Ballybin Road, Ashbourne, Co Meath, Eir Code A84HP22, Ireland.

"The customer" shall mean the person or persons, firm, business, partnership, company or other organisation by whom an order has been placed for the company to provide the goods.

"The goods" shall mean the goods supplied by the company to the customer, as detailed in the contract, and includes any other associated items and all replacements thereof and additions thereto.

"Appliances" shall mean the goods which comprise electrical or mechanical appliances manufactured by a third party or parties.

"The premises" shall mean the address of the customer, as detailed in the contract, or any other premises or building agreed by the company where the goods are to be delivered.

"The contract price" shall mean the amount payable by the customer under the terms of the contract.

1.3 Contract Terms

A contract for the supply of the goods by the company to the customer shall only exist when an order has been placed by the customer and accepted by the company and the deposit has been paid in full.

No provisions, modifications, amendments, or variations of the contract by the customer shall apply unless they are in writing and are agreed and signed by or on behalf of the company. In such a

case, these shall be deemed to be amendments to the contract and shall not constitute a new contract and the customer shall confirm any such variation in writing as soon as requested by the company, but the company shall not be obliged to request or obtain such confirmation.

Where any variation to the goods is agreed by the company, after the date of contract, the company reserves the right to amend the contract and/or the contract price accordingly. Any typographical or clerical error or omission in any quotation, pricelist, contract, order, acceptance, invoice, or any other document issued by the company shall be subject to correction without any liability on the part of the company at whatever time and whenever such a correction shall be necessary.

These terms and conditions shall apply to every contract. The company shall not be bound by any terms and conditions which may be inconsistent with these terms and conditions.

1.4 Phone Numbers

If the customer has any queries from time of order to the delivery time, they should contact the delivery team of the company on (01) 8499199. Payment queries can be directed to the accounts team of the company at (01) 8499199.

1.5 Dillons Kitchens & Interiors Ordering Process

1.5.1 General Terms for all Purchases

1.5.1.1 Kitchen Assembly and Furniture Fitting

In the event of a supply only Kitchen it is the responsibility of the customer to identify and deal with a kitchen assembler or furniture fitter of their choosing. The company does not, however, accept any responsibility for their workmanship, their fees or their manner.

If the customer is appointing a kitchen assembler or furniture fitter, it may be beneficial to ask the kitchen assembler or furniture fitter to sign-off on the measurements which the customer or the company provides them with.

All kitchen units come pre-assembled from the company.

Most of the goods which include, but are not limited to designer bedrooms, office furniture, living room furniture and dining room furniture from the

company, will require assembly; some of the goods will require furniture fitting.

1.5.1.2 Order Purchase Terms

If the contract price of an order has a value less than (<) €500 then, 100% payment is expected at the time of order.

If the contract price of an order has a value greater than (>) €500 then, 50% payment is expected at the time of order. The final 50% is expected eleven (11) days before delivery – the company's accounts department will contact the customer to arrange this. The company can offer a cash-on-delivery facility.

Payment is accepted by Credit Card, Debit Card, Cash or Cheque.

1.5.1.2.1 Credit Card Payments

Credit Cards accepted for order purchases are MasterCard and VISA. All payments must be authorized electronically by the company's in-store terminals.

Deposits / First Payments can only be accepted if the cardholder is present in the store. Second payments may be accepted on the phone subject to some additional terms and conditions – please ask in-store for details.

Credit Card transactions are limited to a maximum amount of €5,000.

1.5.1.2.2 Debit Card Payments

Debit Cards accepted are Laser Cards and Visa Debit Cards. All payments must be authorized electronically by the company's in-store terminals or by electronic proof of payment.

Deposits / First Payments can only be accepted if the cardholder is present in the store. Second payments may be accepted on the phone subject to some additional terms and conditions – please ask in-store for details.

Debit Card transactions are limited to a maximum amount of €5,000.

1.5.1.2.3 Cash Payments

Cash payments are limited to a maximum amount of €10,000.

1.5.1.2.3 Cheque Payments



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Cheques usually take five (5) business days to clear – the customer should ensure that the company gets payments, in time for clearance, before the payment is due.

1.5.1.3 Sign-off Meeting

In the sign-off meeting between the customer and the company sales person, the customer will be stepped through the colours, materials, handles, dimensions, lead times, etc. of the goods that the customer has chosen. The customer will be required to sign-off on a document which details all aspects of their purchase order – this represents what the company would hand over to the goods' suppliers of the company. It is the responsibility of the customer to ensure that they are happy with the purchase order that they would sign-off on.

The company has four stages of quality checks for the purchase order of the customer:

- one (1) check in at the goods inwards section of the company,
- One (1) quality check in the company's manufacturing plant
- One (1) check by the company's fitter on delivery to the customer designated site.
- One (1) check by the customer in the presence of our fitter prior to signing the sign off sheet.

As a result of these quality checks, situations might arise that will cause the order to be adjusted or modified prior to being manufactured. The company will call the customer, in advance of placing a purchase order, where the company has decided that it is necessary to make changes to the sign-off document. These changes sometimes result in a modified price which the company will discuss with the customer during that call.

When there is a builder involved the customer will be expected to provide the company with signed-off measurements for the premises in advance of the sign-off meeting. By signing the quotation, the customer is also signing-off on the measurements for the final contract which states the exact furniture layout and measurements that will fit the goods into the premises.

It is the responsibility of the customer to ensure accurate measurements of the premises and contain the details of any item that may impact the fitting

of the goods. The customer could engage a furniture fitter / surveyor to measure the premises; layout drawings from the company can be used to assist in this process.

1.5.2 Specific Terms for Kitchen and Wardrobe Purchases

For kitchen or wardrobe purchase orders, the customer is expected to provide the company with an accurately measured drawing, a purchase budget and details of preferred layouts, finishes, appliances, etc. This will enable the company to create an ideal design, one that matches the requirements of the customer.

In the first presentation of the company to the customer, the company will show the customer perspective drawings and an outline plan of the suggested layout. The company will also spend time (up to one hour) going through this layout with the customer. If the customer requires from the company a printout, plan or any form of copy of the agreed design the company requires a drawing fee of €100.00 which can be treated as a booking fee and can be deducted from the required kitchen or bedroom booking deposit.

- For the drawing fee, the customer will also eventually get more detailed perspective drawings and a final, detailed quotation for the contract price.
- At this stage the drawing fee is non-refundable.
- Perspective drawings are not transferrable to other furniture besides kitchens and wardrobes.

Measuring the premises is the responsibility of the customer. If there is an Architect, Engineer or builder involved the customer will bring-in measurements of the premises to the sales person of the company and will sign-off that these are accurate measurements of the premises. The company will not order furniture for the customer without having the sign-off document. Furthermore, the company accepts no responsibility if these measurements are incorrect (Refer: 1.5.1.3 Sign-off Meeting). When the customer signs off on an order, they are also signing off on the measurements in that order.

The company does not supply granite worktops nor does the company supply wooden, glass, quartz or any other type of worktop for which there are no samples in the showrooms of the company. However, the company can provide the customer with an estimated

quotation for one particular granite supplier, but it is the responsibility of the customer to finalise the quotation with the granite supplier. The company does not accept any responsibility for the goods of granite supplier, workmanship or fees.

The guarantee, parts and labour for these goods are, as per the manufacture guidelines, in the leaflet accompanying the goods.

1.5.3 Other Goods – Specific Terms

1.5.3.1 Appliances, Sinks and Taps

The guarantee, parts and labour for appliances, sinks and taps are as per the manufacture guidelines in the leaflet accompanying the goods. Service agents are appointed through the importers and they should be contacted directly with any issues that may arise.

Appliances are supplied to the company by a third party and carry a manufacturer's warranty, which is typically twelve (12) months or as advised by the company sales staff. It is the sole responsibility of the customer to ensure that appropriate warranty documents are returned to the appliance manufacturers and the company shall not be held liable for any failure of the customer.

The prices of appliances include contributions to a producer recycling fund to ensure that WEEE is collected and recycled in a responsible manner.

It is the responsibility of the customer to return WEEE, within 30 days of point of sale, on a one-for-one basis to the company store. Please refer to www.viron.ie for more information.

The delivery team will remove, on a like-for-like basis, any old appliances. Such appliances must be disconnected from the mains, be presented in a clean state and be easily accessible to the delivery team. If not so the customer may be charged, for the company to return to their premises, in order to collect such appliances.

1.6 Dillons Kitchens Delivery and Collections

1.6.1 Delivery Process

When the customer has placed their order with the company, the delivery process is as follows:

- Quality checks on the goods by the company
- Placing orders for the goods with company suppliers



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- Supplier order confirmation, including confirmation of the quality of the company's order and confirmation of the delivery week number to the warehouse of the company

- Calling the customer to provide an estimated delivery week number; this is not a confirmed date – the company likes to manage the customer's expectations and, at this stage, the company does not have full control over the process. Moreover, the company cannot confirm a delivery date until the company is sure that the goods are in the company's warehouse.

- Organisation of the second payments approximately five (5) days before the expected delivery. The company's accounts department will call the customer, if necessary, to organise second payments as per the contract price.

- Finalising a delivery date with the customer in the week prior to the delivery week. The company cannot give a time on that date for the delivery, but the company does specify whether delivery will be in the morning or afternoon.

- Delivery of the goods to the customer on the agreed delivery date. Roughly one hour before delivery, the company will call the customer to have them expect the delivery team in about an hour.

- Receiving the goods by the customer and signing-off that the goods were received in good condition. It is the responsibility of the customer to ensure that anything they sign-off on is as they had requested.

1.6.2 Delivery Numbers

(Refer: 1.4 Phone Numbers)

1.6.3 Access to the Premises

It is the responsibility of the customer to ensure that the company has access to the premises on the delivery date. The customer must also take responsibility to ensure that the company can shift the goods, whatever size they may be, into the premises on the delivery date.

1.6.4 Checking Furniture on Delivery

The customer will be asked to sign-off a delivery form once the goods are delivered. The customer must take responsibility to ensure that the goods are correct, in good condition and have all necessary parts.

The company is committed to provide the customer with the goods that are of the highest quality and standards. Unfortunately, the company is not responsible for any damages that occur after delivery of the goods.

1.6.5 Lead Times for the Goods

Lead times of the goods of the company vary depending on the supplier and the finish chosen. The customer will be informed of the expected lead time of the goods during the sales process and at the sign-off meeting. Sometimes, unforeseen conditions (natural disasters, out of human control) may lead to changes in the lead time. The company cannot accept responsibility for delays which arise due to such unforeseen conditions.

1.6.6 Delivery Charges

Delivery of goods is free of charges in a 20 Kilometres radius. The customer will incur a delivery charge for delivery of goods to all other areas. Delivery charges will be informed to the customer during the sales process.

1.6.7 Storage Charges

The customer is required to take the goods when the company is ready to deliver them. Failure to do so will result in a storage charge of 3% of the contract price of the goods per week. Storage charges must be made before delivery of the goods is authorised.

1.6.8 Making Collections

In the event of a supply only Kitchen or Bedroom All collections must be made from the head office of the company at Unit 12 Ashbourne Business Centre, Ballybin road, Ashbourne Co. Meath (see map on the company web site).

All collections must be confirmed with the head office of the company at least two (2) days in advance. The customer will receive a collection number to quote upon collection. All collections must be made between 9am and 4pm, Monday to Friday. All the goods being collected must be paid for in advance as per the contract price.

On collection, it is advised that the customer checks to ensure the goods are correct, in good condition and have all necessary parts. Unfortunately, the company accepts no responsibility for any damages that occur to the goods after they have left the warehouse of the company. The company is not in control of how the goods are handled and treated, once they have been collected, and cannot be held responsible for any subsequent damage to the goods.

1.7 Colour Differences in the Goods

Colour differences in leather, wood and marble are to be expected (scars, knots and shading differences are natural and can sometimes be non-uniform in appearance). Goods made of wood will be lighter in appearance when new, and will darken considerably over time.

1.8 Returns & Refunds

All payments received are non-refundable. The statutory rights of the customer are not affected in any way.

1.9 Examination and Approval of the Goods

Our aim is to have the goods delivered in perfect order. However, due to unforeseen possibilities, the goods may arrive in a less-than-perfect condition. In the unlikely event of such unforeseen happenings, the company will order the missing components from the company's suppliers and endeavour to deliver them to the customer within a reasonable production time (two to three (3) weeks).

If the company shall be reasonably satisfied that the goods are satisfactory and are as detailed in the contract and the goods are not damaged and/or the goods are not defective, then the contract shall be deemed to have been fulfilled insofar as the company's obligations under the contract are concerned.

1.10 Force Majeure

The company shall be entitled, without liability on its part and without prejudice to its other rights, to terminate any contract or any unfulfilled part thereof, or, at its option, to suspend or give partial performance under it, if performance by the company or its suppliers is prevented, hindered, or delayed whether directly or indirectly by any reason or any cause whatsoever beyond the company's or its suppliers' reasonable control whether or not such cause existed at the date upon which any contract was entered into.

Non-exhaustive illustrations include act(s) of nature but are not limited to war, riot, terrorism, explosion, abnormal weather conditions, fire, flood, government action, strike, lock-out, delay by suppliers, accidents and shortages of material, labour, or manufacturing facilities.

1.11 Measurements and Designs

In the event that the customer should submit drawings, designs, plans, proofs, measurements or



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specifications to the company then:

- The customer warrants that the use or performance of such measurements and designs will not infringe any third party's intellectual property rights and shall indemnify the company against any such infringement, and
- The company will not accept any liability whatsoever for any inaccurate or incomplete information, drawings, or specifications whatsoever (unless the company has otherwise failed to adhere to the same),
- The company shall not be liable for any defects in the goods or the installation work arising directly or indirectly from compliance with any drawings, designs, specifications or order of the customer, the customer's architects, builders, surveyors or any other advisor appointed by or upon the customer's behalf.

1.12 Termination

In the event of any payment due by the customer to the company not being paid on the due date, or in the event of the customer becoming insolvent or bankrupt or a petition being presented or a resolution being passed for the liquidation or sequestration of the customer or a receiver, administrator, administrative receiver or judicial factor being appointed over all or any of the assets of the customer, or if any steps are taken in relation to any of the foregoing, or the customer making any voluntary arrangements with its creditors generally then, the company shall be entitled to treat any contract as repudiated and shall be entitled to suspend deliveries to the customer and the manufacture of any of the goods and the supply of the works for the customer upon giving notice thereof to the customer without being liable for any form of loss.

1.13 Termination due to Breach

Either party shall be entitled to terminate this agreement (without prejudice to any other rights in respect of breaches or terms of this agreement by the other) with immediate effect in the event of any fundamental breach by the other of these terms and conditions, save that in the event of such a breach being remedial, then notice will be given to the defaulting party to rectify and remedy any breach within fourteen (14) days of the date of such notice. The customer's statutory rights are not affected in any way upon termination.

1.14 Cancellation

The customer may not cancel any contract unless the company agrees to the same, and then only, upon the terms, that the customer shall indemnify the company against all costs incurred (including the cost of all labour, materials, administration costs and services used), and expenses incurred by the company as a direct result of the cancellation.

1.15 Entire Agreement and Representation

The customer confirms that they have not relied upon any warranty, representation, or undertaking of or on behalf of the company or of any other person in respect of the subject matter of these conditions save for any representation or warranty or undertaking expressly set out in the body of these terms and conditions and/or the contract and/or the quotation.

At all times it is the responsibility of the customer to ensure that the goods ordered from the company shall comply with all appropriate laws, codes of conduct, guidelines, and legislation of any kind. This shall include (this list being indicative only and non-exhaustive) compliance with building regulations, health and safety guidelines and legislation, planning permissions, and disability access requirements.

The customer is advised to ascertain and verify compliance with all such matters with any appropriate third party prior to entering into the contract. Nothing in these terms and conditions is intended to restrict or limit the company's liability for fraud or fraudulent or negligent misrepresentation.

1.16 Miscellaneous

In the event of these terms and conditions conflicting with any other terms and conditions, then these terms and conditions shall prevail.

Failure or delay by the company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of its rights generally under the contract.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part then, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

Words importing the singular also include the plural and vice versa where the context so requires.



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