

TERMS & CONDITIONS FOR KIT-ONLY MODULAR FLOATING HOME SUPPLY

1. DEFINITIONS

- **Seller:** KIBOKO LIMITED, supplier of kit components.
- **Buyer:** purchaser of the Kit.
- **Kit:** flotation cells, aluminium framing, fixings, connectors, and structural modules.
- **Assembled Structure:** any completed or partially completed structure using the Kit.

2. SCOPE OF SUPPLY

- Seller provides components **only**, not assembled structures.
- No on-site assembly, launch, or fit-out is performed by Seller.
- Buyer must arrange all assembly, installation, and associated services.

3. DELIVERY, TITLE & RISK

- **3.1 Delivery:** Buyer inspects goods upon arrival and must report defects within 7 days
- **3.2 Title:** Ownership transfers to Buyer **only after full payment**
- **3.3 Risk:** Buyer assumes all risk (loss, damage, theft) from delivery onward

4. PRICE, PAYMENT & LIENS

- **4.1 Payment:** As quoted or invoiced; due by specified date.
- **4.2 Late Payment:** Seller may charge interest (e.g., Bank of England base + 4%).
- **4.3 Lien Rights:** Seller may retain Kit until payment or security is provided

5. INSPECTION & ACCEPTANCE

- Buyer inspects goods upon receipt; failure to report defects in time means acceptance.
- If defects are claimed promptly, Seller may inspect and, at its discretion, repair or replace.

6. LIMITED WARRANTY

- Seller warrants parts are free from defects in materials and workmanship for **3 months** (or other period) from delivery
- Warranty voided if defects arise from misuse, modification, or unauthorized assembly.

7. COMPLIANCE DISCLAIMERS

7.1 RCR Exclusion

- Kit is **not a completed recreational craft** and does not fall under RCR 2017.
- Seller is **not the manufacturer**. Buyer must ensure regulatory compliance where applicable.

7.2 Building Regulations

- Kit may be used to build floating dwellings that fall under building regulations. Buyer is responsible for assessing, obtaining permission, and compliance.

7.3 Waterway and Navigation Compliance

- Buyer must secure licenses, planning consents, and insurance for use on any waterway. Seller is not liable for any failure to obtain necessary permissions.

8. INSURANCE REQUIREMENTS

- Buyer must maintain adequate insurance (product liability, third-party liability, assembly risk, environmental liability).
- Seller is not responsible for arranging or validating Buyer's insurance.

9. LIMITATION OF LIABILITY

- Seller is not liable for injuries, loss, or damage arising from use, assembly, navigation, or compliance failure.
- Seller's total liability is limited to refund of Kit purchase price.
- Buyer indemnifies Seller for claims arising from misuse, regulatory failure, or breach of these terms

10. FORCE MAJEURE

- Seller not liable for delays or inability to supply due to events outside its control (e.g. acts of God, strikes, supply chain disruption)

11. MODIFICATIONS & THIRD-PARTY ASSEMBLERS

- Buyer may use third parties to assemble or adapt the Kit at their own risk.
- Seller is not responsible for quality, compliance, or fit for purpose of any third-party work.

12. TRANSFER & RE-SALE

- Buyer may resell Kit components.

- If sold as part of a completed floating structure, the Buyer—**not Seller**—bears all regulatory and legal responsibility.

13. ENTIRE AGREEMENT & GOVERNING LAW

- These terms represent the full agreement.
- Any changes must be written and signed by Seller.
- Governed by English law; disputes resolved in English courts.

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