

TERMS & CONDITIONS FOR SUPPLY AND INSTALLATION OF MODULAR FLOATING PLATFORMS

1. DEFINITIONS

- **"Seller"**: KIBOKO LIMITED, the supplier and/or installer of modular floating platform components.
- **"Buyer"**: The purchaser of the product or services.
- **"Platform"**: A floating pontoon structure comprised of floats, framing, decking, and related accessories.
- **"Installation"**: Assembly, launch, or physical attachment of the Platform to land, mooring, or foundations.
- **"Third Party Contractor"**: Any external service provider not employed by the Seller, including but not limited to groundwork or piling contractors.

2. SCOPE OF SUPPLY

- The Seller supplies **modular floating platform components**, including HDPE flotation cells, aluminium framing, decking elements, and fixings.
- Where agreed, the Seller may also **install** the Platform and/or manage third-party contractors to provide mooring or bank-fixing services.
- The Seller is not responsible for any work **outside of the defined supply and install contract**, including long-term maintenance, client modifications, or post-handover adjustments.

3. DESIGN & INTENDED USE

- Platforms are intended for **static floating use only**, including but not limited to:
 - Private or commercial jetties
 - Floating decks or seating areas
 - Marina pontoons or mooring fingers
 - Swim platforms
- The Seller accepts no responsibility for use outside of these purposes, including towing, propulsion, or use as habitable dwellings.

4. SITE CONDITIONS & GROUNDWORK

4.1 Site Suitability

- The Buyer is responsible for ensuring the installation site is **suitable, accessible, and legally approved** for the intended Platform.
- The Seller reserves the right to cancel or amend the installation if site conditions are unsafe or materially different from those specified.

4.2 Permits and Permissions

- The Buyer is solely responsible for obtaining any required **planning permission, navigational authority consent, or environmental agency approval** prior to installation.
- The Seller provides no guarantee that the Platform or its installation complies with local, riparian, or national regulations unless explicitly contracted to do so.

4.3 Bank Fixings and Mooring

- Bank-side or sub-surface fixings may involve **ground screws, posts, concrete pads, or piles**, either installed by the Seller or third-party contractors.
- The Seller accepts no liability for:
 - o Ground conditions below the visible surface;
 - o Long-term structural movement, heave, or settlement of fixings;
 - o Water level variation or flood risk beyond the tolerances designed for.

5. INSTALLATION & THIRD-PARTY WORKS

5.1 Third Party Involvement

- Where the Seller subcontracts or coordinates third-party services, all works are subject to those parties' own terms.
- The Seller is not liable for defects, delays, or safety issues arising from third-party workmanship or equipment.

5.2 Health & Safety

- The Buyer agrees to provide a safe, clear site for installation and to identify any known hazards (e.g. underground services, sharp objects, wildlife risk).
- The Seller reserves the right to halt work if safety risks are deemed unacceptable.

6. DELIVERY, TITLE & RISK

6.1 Delivery

- Unless otherwise agreed, the Buyer is responsible for site access and offloading arrangements.
- The Seller may impose additional costs for difficult access, water launch logistics, or remote locations.

6.2 Risk Transfer

- Risk transfers to the Buyer upon delivery of goods to site, or upon completion of installation if performed by the Seller.

6.3 Title

- Legal title to goods transfers only upon full cleared payment of the agreed contract amount.

7. WARRANTY & MAINTENANCE

7.1 Component Warranty

- All components are warranted to be free from manufacturing defects for **12 months** from delivery or installation.
- This excludes wear and tear, UV exposure, accidental damage, or misuse.

7.2 Exclusions

- Seller offers no warranty for:
 - o Fixings installed by others

- o Decking surface finishes or anti-slip performance
- o Storm, flood, or vandalism damage

7.3 Maintenance

- Buyer is responsible for periodic inspections, mooring checks, and securing floating units to prevent drift or collision.

8. INSURANCE & LIABILITY

8.1 Insurance

- The Buyer is responsible for insuring the Platform post-delivery or installation, including:
 - o Public liability (if accessible to others)
 - o Environmental or waterborne damage
 - o Fire, storm, and theft

8.2 Liability Limitations

- The Seller shall not be liable for:
 - o Indirect, incidental, or consequential losses
 - o Injury to users of the Platform unless directly caused by manufacturing defect
 - o Failure of ground fixings unless installed by the Seller and explicitly guaranteed

8.3 Indemnity

- The Buyer agrees to indemnify the Seller against any claim, loss, or damage arising from:
 - o Improper use of the Platform
 - o Lack of approvals or permissions
 - o Third-party alterations or installations

9. FORCE MAJEURE

- The Seller is not liable for delays or failure to perform due to events outside of its control, including but not limited to: weather events, delivery disruption, site access issues, or subcontractor failure.

10. GOVERNING LAW

- These Terms are governed by the laws of England and Wales.
- Disputes will be resolved in the courts of England and Wales unless otherwise agreed in writing.

11. ENTIRE AGREEMENT

- These Terms represent the entire agreement between the Seller and Buyer.
- No verbal assurances or outside documentation will alter these terms unless signed in writing by both parties.

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