

NOTTAGGE JOINERY

TERMS & CONDITIONS

1. Definitions

1. "Buyer" means the person named in the Estimate who buys or agrees to buy the goods from Nottage Joinery Limited
- 1.1 "Despatch" means the date and time at which the goods leave the premises of Nottage Joinery Limited
- 1.2 "Price" means the price for the goods in accordance with the Estimate, or any variation thereof, agreed in writing between Nottage Joinery Limited and the Buyer

2. Estimates

- 2.1 Any Estimates made by Nottage Joinery Limited shall amount to an invitation to the Buyer to make an offer on the terms set out in such Estimate. All Estimates are given subject to the right of Nottage Joinery Limited to alter or withdraw the same without notice. A binding contract between Nottage Joinery Limited and the Buyer should only arise upon acceptance by the Buyer of Nottage Joinery Limited's offer and such contract shall be subject to the terms and conditions stated herein.
- 2.2 These conditions shall not be varied without the consent in writing of Nottage Joinery Limited
- 2.3 No conditions or stipulations in or attached to the Buyer's form of order which are consistent with these conditions or which purport to add or modify these conditions in any way shall have any effect.
- 2.4 Prices quoted are based on the cost of materials, labour and transport prevailing at the date of Estimate and in the event of any variation in such costs occurring before the date of despatch Nottage Joinery Limited reserves the right to adjust the price accordingly.
- 2.5 Unless otherwise stated Nottage Joinery Limited quoted prices do not include any provision for VAT or for any other charges and the Estimate is made on the basis that the Buyer will pay any such tax duty or charge.

3. Payment

- 3.1 Upon acceptance of the Estimate the Buyer shall immediately pay to Nottage Joinery Limited by the way of deposit 40% of the price plus VAT. Should the Buyer fail to pay such a deposit Nottage Joinery Limited shall, (without prejudice to any other rights Nottage Joinery Limited may have) be entitled to rescind the Contract with immediate effect.
- 3.2 Payment of the balance of the price plus VAT shall be due on completion of work.
- 3.3 Supply in instalments - Unless otherwise specifically agreed, payment shall be made in full on delivery or completion of work. Nottage Joinery Limited reserves the right to refuse to make any further deliveries or completion of works until payment in full is received.
- 3.4 Supply in instalments and fixing - Where fixing forms part of our contract, progress payments shall be made at regular intervals at the rate of 95% of the value of work executed and materials delivered to site, whether fixed or unfixed, during the immediate preceding month. The final balance due on completion of work.
- 3.5 In default of payment within the said period Nottage Joinery Limited can charge interest of 10% per annum or 5% over the current base rate of the Bank of England, whichever is the higher, on all money overdue.
- 3.6 Payment on the due date shall be regarded as a fundamental term of the contract and failure by the Buyer to comply therewith shall entitle Nottage Joinery Limited to treat the contract as repudiated by the Buyer. For the purposes of this clause, time shall be of the essence.

4. Delivery

- 4.1 Unless otherwise agreed, in writing, Nottage Joinery Limited shall deliver the goods to the premises. Delivery shall be deemed to have taken place at the moment when the vehicle transporting the goods enters the boundary of those premises.
- 4.2 Any delivery date or times set out in estimates only and while Nottage Joinery Limited will make all reasonable efforts to deliver the goods within the time or time agreed Nottage Joinery Limited will not be responsible for any losses caused to the Buyer as a result of late delivery. For the purpose of this sub-clause, time shall not be of the essence.
- 4.3 Nottage Joinery Limited shall be entitled to deliver the goods in one or more consignments unless expressly agreed otherwise.
- 4.4 If the Buyer fails to take delivery of the goods at the time specified, or if the Buyer has failed for fourteen days to give delivery instructions after the same have been requested by Nottage Joinery Limited, Nottage Joinery Limited may without prejudice to its other rights, charge the Buyer with the cost of storage from the date the goods were tendered for delivery, the cost of any additional transport and the sum equal to any loss by Nottage Joinery Limited in the resale caused by the Buyer's default

5. Ownership

- 5.1 The legal and beneficial ownership of the goods shall remain with Nottage Joinery Limited and shall not pass to the Buyer until such time as Nottage Joinery Limited shall have received the benefit of payment of the whole of the price (for each instalment)

6. Limitation of Liability

- 6.1 Nottage Joinery Limited's liability (save in the case of liability in respect of death or personal injury resulting from the Seller's negligence) is limited to an amount equal to the price of goods.
- 6.2 The Buyer shall be deemed to have inspected the goods/work on delivery/completion and any claim that the goods are not in accordance with Estimate or any allegation that the goods/work are of faulty design, material or workmanship shall be made in writing to Nottage Joinery Limited within 48 hours of the date of delivery of the goods to the Buyer and if no such claim is made the goods shall be deemed to have been accepted by the Buyer as being in accordance with the estimate.
- 6.3 Nottage Joinery Limited shall not be liable for any consequential loss or damage suffered by the Buyer whether direct or indirect.
- 6.4 Any failure by Nottage Joinery Limited to make any delivery on the contractual date for delivery shall not entitle the Buyer:-
(a) to refuse delivery after such date
(b) to repudiate the contract
(c) to make a claim for damages for late delivery
- 6.5 Where any materials have been installed by Nottage Joinery Limited, should such materials prove faulty through defective material or workmanship of Nottage Joinery Limited during the period of 3 months from delivery/completion, the defective items will be replaced or repaired free of charge. Such liability shall be conditional upon the Buyer giving notice to Nottage Joinery Limited, in writing, within 7 days of the discovery of the said defect and upon the Buyer returning such goods to Nottage Joinery Limited at the Seller's own request for alteration, repair or examination unless written authorisation is given by the Seller for alteration, repair or examination elsewhere.
- 6.6 Nottage Joinery Limited will not accept liability to the Buyer for any consequential loss where the goods have proved to be defective or where they have not been installed correctly. We also reserve the right to allocate a cost for attending a reported fault that transpire to be due to misuse or mis-installation
- 6.7 Guarantee: - Double glazed units will be guaranteed for 12mths, mechanical parts guaranteed for 36 months and paints & stains will be guaranteed for 24 months. Any attempts to modify or repair an appliance by an unauthorised person will render all guarantees invalid.
- 6.8 The provision of services under the guarantee neither extends the term of the guarantee nor sets in motion a new guarantee period, the guarantee remains effective from the date of supply/fitting

7. Termination

- 7.1 Either party may immediately terminate this contract or suspend future deliveries if the other becomes bankrupt, or makes an assignment, agreement or composition with its creditors, or makes any Voluntary Arrangements, or becomes subject to an Administration Order, or suffers distress or process of execution to be levied on its property, or goes into liquidation either compulsorily or voluntarily (except for the purpose of reconstruction or amalgamation). Similar rights are reserved to the parties if it appears to either party that it is probable or likely that any of the above events will occur.
- 7.2 Without prejudice to any other rights or remedies under this contract either party may terminate this contract or suspend future deliveries if the other fails to comply with any of its obligations hereunder and such failure had not been remedied within 30 days of notification to the other of such breach. The innocent party will be able to recover any loss or damage directly flowing from any suspension or termination under this clause.
- 7.3 In the event of the Buyer, for any reasons other than those provided for in the above clauses, terminating this contract, the Buyer shall be liable to Nottage Joinery Limited for any costs or charges incurred by the Nottage Joinery Limited by reason of such termination together with all costs incurred by the Nottage Joinery Limited up to the date thereof and any difference between the price charged and the price at which Nottage Joinery Limited is able to sell the goods elsewhere.

8. Variations and Cancellations

- 8.1 A charge will be made for any additional drawings, detailing, shop work and materials involved if variations are made. Any delivery commitments previously entered into will be void.
- 8.2 The Buyer has a 7 day period from date of contract in which to cancel the contract, without penalty in writing. This cancellation period only applies to contracts as a result of an unsolicited call or visit
- 8.3 Neither party will be liable for any default due to any act of god, war, strike, lock-out, industrial action, fire, flood, drought, tempest or any event beyond their reasonable control.
- 8.4 Nottage Joinery Limited's price is based on the understanding that a clear site with adequate working space will be made available in due time and that working conditions and facilities will allow any agreed phase of the work to be completed in one operation in normal working hours. If these conditions are not met Nottage Joinery Limited reserves the right to increase the price by an appropriate amount
- 8.5 Nottage Joinery Limited may licence or sub-contract all or any part of its obligations under this contract without the Buyer's consent but this shall not in any way release Nottage Joinery Limited of its obligations to the Buyer under this contract.
- 8.6 Nothing in this contract shall confer or purport to confer upon any third party any benefit or right against Nottage Joinery Limited
- 8.7 This contract is subject to the law of England and Wales

Buyer _____

Nottage Joinery Limited _____



Responsible
Purchaser

