

# TERMS & CONDITIONS

## 1. GENERAL

(1) 'The Company' means Faversham Joinery unless otherwise expressly stated in the contract. 'The Contract' means any agreement between the Company and the Customer for the supply of goods by the Company to the Customer and: 'Goods' means the subject matter of the contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery and spares, commodities etc, whether one or a number of items whether or not identical or similar.

(2) The contract will be subject to these Conditions to the exclusion of any conditions of order or purchase of the Customer or any other standards, specifications or particulars or adopted by the Customer unless expressly accepted in writing by the Company as part of the contract.

## 2. QUOTATIONS AND TENDERS

(1) No order placed in response to the Company's quotation will be binding unless accepted by the Company in writing.

(2) Where goods are to be supplied from stock, such supply is subject to the availability of stocks at the date of delivery.

(3) Tenders submitted by the Company shall remain open for acceptance for a period of 30 days from the date of the tender, unless in the tender some other period is specified or accepted.

## 3. PRICES

(1) Where the goods are sold by reference to the Company's published price list, the price payable for the goods shall be the ruling price as published in the price list current at the date of despatch of the goods from the Company's works less the appropriate discount allowed to the Customer.

(2) In other cases and unless otherwise specifically stated in writing the price stated in the contract is based on the cost to the Company of materials, fuel and power, transport and labour at the date of acceptance of the order or quotation (whichever is the earlier). If at the date of despatch of the goods from the Company's works there has been any increase in all or any of such costs, the price payable for the goods may at the request of the Company be increased accordingly.

(3) Where the price for the goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.

(4) There shall be added to the price for the goods any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the goods (whether initially charged on or payable by the Company or the Customer).

(5) The price includes packing and free delivery by method of transport of the Company's choice to the destination stated in the contract if such destination is on the mainland of Great Britain and provided the value of the order exceeds the prevailing minimum unit value published in the Company's current catalogue. If such destination is not on the mainland of Great Britain and unless otherwise agreed in writing, the goods will be delivered ex works. If the value of the order does not exceed the prevailing minimum unit value the appropriate surcharge published in the Company's current catalogue shall be charged. If the contract stipulates, or the Customer requests, special packing and/or transport arrangements, the extra cost will be for the account of the Customer. Delivery means to the nearest point to the destination stated in the contract for delivery on a road suitable in the opinion of the driver for the vehicle used. The Customer will provide the necessary labour and equipment to unload the vehicle with the minimum of delay.

(6) Payment shall be made in pounds sterling.

## 4. TERMS OF PAYMENT

Subject to credit being approved and unless otherwise expressly agree accounts are due for payment not later than the end of the month following the month of despatch; otherwise payment must be received before delivery or in the case of special products before the commencement of manufacture. When deliveries are spread over a period each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay for any goods or for any delivery or instalment shall entitle the Company to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have. The Company also reserves the right to charge interest on overdue accounts at the rate of 2% per month. The Company reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

## 5. NON-STANDARD ORDERS

Where the Company accepts orders for goods or materials of a type, size or quality not normally produced by the Company, the Company will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Company reserves the right to cancel the contract or the uncompleted balance thereof, in which event the Customer will only be liable to pay for the part thereof actually delivered.

## 6. DELIVERY AND COMPLETION DATES

(1) The delivery or performance dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, break downs, shortage of labour, materials, power or other suppliers, late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the Company's control or of an unexpected or exceptional nature.

(2) No delay shall entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the contract or the order.

(3) The Company cannot undertake to meet any schedule of Customer's requirements supplied after the date of the contract and will have no liability whatever for delay in meeting or failure to meet all or any of such requirements (howsoever such failure or delay may arise) unless and to the extent that the Customer expressly agrees in writing to meet such requirements, in which event paragraph (1) of this Condition shall apply.

## 7. DELAYED ACCEPTANCE

If for any reason the Customer is unable to accept delivery of the goods; when the goods are due and ready for delivery the Company may arrange storage of the goods and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Company may have in respect of the Customer's failure to take delivery of the goods and to receiving payment for them at the same time as it would have done had delivery taken place on the due date.

## 8. TITLE TO GOODS

(a) The risk in the goods shall pass to the Customer:

(i) When the goods are delivered to the Customer in accordance with these conditions or (ii) if the goods are appropriated to the Customer but kept at the Company's premises or elsewhere in storage at the request of the Customer.

(b) Title to the goods shall remain with the Company until payment in full has been received by the Company:

(i) for the goods;

(ii) for any other goods supplied to the Customer by the Company; and

(iii) of any other monies due from the Customer to the Company on any account.

(c) Until title to the goods passes to the Customer under paragraph (b) above the Customer shall:

(i) keep the goods separately and readily identifiable as the property of the Company;

(ii) not attach the goods to real property.

(d) Goods shall be deemed sold or used in the order delivered to the Customer.

(e) At any time before title to the goods passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company) the Company may (without prejudice to any other of its rights):

(i) retake possession of all or any part of the goods; the Customer agrees that the Company may enter any premises of the Customer for that purpose (or authorise others to do so);

(ii) require delivery up to it of all or any part of the goods.

(f) The Company may at any time appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation of the Customer.

## 9. WARRANTY; LIMIT OF RESPONSIBILITY

(1) In accordance with the usual custom of the trade the Company does not guarantee doors manufactured of Redwood.

(2) The Company warrants in relation to goods of the Company's manufacture (excluding doors manufactured of Redwood) that it will (at the Company's choice) either repair or supply a replacement, or refund the full purchase price of any goods which are found within a period of:-(a) 5 working days from despatch of such goods from the Company's works to have a patent defect or (b) 3 months from despatch of such goods from Company's works to have a latent defect or not to be in accordance with the contract or any express description or representation given or made on behalf of the Company in respect of the goods.

The Company will require a reasonable period of time to carry out any repairs or supply of replacements ('the warranty periods').

(3) The Company warrants a relation to goods not of the Company's manufacture (including but not limited to parts and components supplied by others for goods manufactured by the company) that it will so far as it is able to do so give the Customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such goods and any of any other rights which the Company has against the manufacturer or supplier.

(4) It is a condition precedent to any liability of the Company that:

(a) All goods shall be stored in a dry place, stacked flat, slightly raised from the ground and adequately protected from the weather and that no internal joinery shall be installed in a building which has not adequately dried out. (b) All joinery supplied in the white shall be suitably primed without delay after receipt and all joinery supplied shall receive further coats of paint within a reasonable period. Joinery supplied with a base-coat of stain shall receive further coats as soon as possible. (c) Any surfaces subsequently cut, particularly those exposing end grain, shall be brush coated with preservative and if required for paint finish shall also be primed before the joinery is fixed in position.

(d) All joinery shall be installed correctly in accordance with normal trade practices and adequately maintained in service.

(e) Paintwork or other protective surface finish of external joinery shall be maintained in service and moisture shall not be allowed to penetrate into the timber.

(5) Additionally, in the event of any claim under any of the foregoing warranties or under any condition of warranty implied by law or under any other express condition warranty or guarantee the following provisions shall apply:-(a) the Customer must not have fitted, fixed, painted or in any way altered the goods.

(b) the Customer must have complied with all recommendations relating to the goods.

(c) the goods to be repaired or replaced shall be made available for collection by the Company at the original point of delivery and the expenses of re-delivery shall also be for the Company's expense.

(d) exchanged goods will become the property of the Company.

(e) The Customer's remedies in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in relation to goods of the Company's manufacture be limited to repair supply or replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty periods and in all other cases shall be limited to the enforcement of the above-mentioned liabilities of the manufacturer or supplier.

(f) The goods shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

## 10. HIREWORK AND CUSTOMERS MATERIALS

Hirework and work involving the use of customer materials is undertaken on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during or are caused by the work, howsoever arising even if resulting from any fault, negligence or mistake of the Company. The Company gives no guarantee or warranty of any kind but subject to the availability of capacity and facilities, it will endeavour to correct any such distortions, faults or defects at the Customer's expense and risk. The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

## 11. CUSTOMERS SPECIFICATIONS

(1) The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the Customer's requirements.

(2) Unless otherwise expressly agreed, the Company shall have no responsibility for the performance suitability or durability of any goods or any materials or workmanship comprised therein to the extent that the same is manufactured in accordance with the Customer's designs, drawings, standards or specifications.

(3) The Customer agrees upon demand to indemnify the Company against all losses, damages, injury costs and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to:

(i) Designs, drawings or specifications given to the Company by the Customer in respect of goods;

(ii) Defective materials or products supplied by the Customer to the Company and incorporated by the Company in the goods; or The improper

incorporation, assembly, use, processing, storage or handling of goods by the Customer.

## 12. CONFIDENTIALITY; PATENTS ETC.

(1) Any drawings specifications or other technical information supplied to the Customer by the Company in connection with the contract are provided on the express understanding the Customer will not give, loan, exhibit or sell such drawings, specifications or technical information to any third party and that the Customer will not use them in any way except in connection with the goods or services provided hereunder. The copyright in all documents provided by the Company will remain vested in the Company (2) The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copy-right, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions whether express or implied.

## 13. LOSS OR DAMAGE IN TRANSIT

The risk in the goods passes to the Customer when the goods are delivered to the destination on the mainland of Great Britain stipulated in the contract, or when loaded on board ship UK port as appropriate, and the company accepts no responsibility for any damage, shortage or loss in transit; thereafter. Claims for any damage, shortage; or loss in transit should be notified within 48 hours by facsimile or telephone confirmed in writing to the carrier and to the Company and the carrier's conditions in relation to claims for damage shortage or loss in transit must be strictly complied with. If the carrier's conditions are not strictly complied with, the Customer will indemnify the Company against all loss resulting therefrom.

## 14. TERMINATION

If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him (or being a company) it shall pass a resolution or the Court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment of an administrator or if circumstances shall arise which entitled the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of the Company become impaired or if the Customer shall commit any breach of any part of the contract the Company may without prejudice to its rights and remedies under these conditions stop all goods in transit and suspend further deliveries and by notice to the Customer may terminate the contract immediately.

## 15. PACKING

(1) Unless otherwise specified, packing cases and packing materials will be charged extra, but where stated to be returnable, will be credited in full on return to the Company's works carriage paid in good condition within one month of the receipt by the Customer.

(2) The Company uses its best endeavours to ensure, where necessary suitability, of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit, on the ground of alleged unsuitability of packing.

## 16. SUB-CONTRACTING

The Company reserves the right to sub-contract the whole or any part of the contract.

## 17. APPLICABLE LAW

The contract shall in all respects be governed by and construed in accordance with English law and the Customer hereby submits to the non-exclusive jurisdiction of the English Courts

## 18. CONDITIONS ONLY APPLICABLE TO ROOF TRUSSES AND TIMBER FRAME HOUSE PRODUCTS

(1) This condition is only applicable to roof trusses and timber frame house products. When there is an inconsistency between this condition and the above conditions, this condition shall prevail.

(2) The Company's responsibility shall be limited to ensuring that based on the criteria supplied by the Customer, the structural design of the truss or timber frame housing products is in accordance with the relevant official standards and codes of practice. The Company is not responsible for the aesthetic appearance of any truss or timber frame housing product it designs nor for the suitability or structural adequacy of any larger unit of which the truss or timber frame housing product may become part; responsibility is only accepted to consider forces in the plane of the truss. The Company shall be relieved from any responsibility under this condition, in relation to any truss or timber frame housing product it supplies unless all of the following conditions are complied with:

(a) Any design by the Supplier must be read and applied having due regard to the recommendations of the Truss Plate Association and the National Housing Building Council and the Company.

(b) No part of the truss or timber frame housing product may be cut or drilled.

(c) The truss or timber frame house product must be properly stored, handled and erected.

(3) The period of 3 months referred to in condition 9(2) shall be replaced with the period of 21 days and the provisions of condition 9 shall apply in respect of a truss or timber frame housing product supplied.

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