



## Terms and conditions

### **JAMES WILDING JOINERY PURCHASE AGREEMENT for 'Supply and Installation' orders**

1. In these conditions of sale, "The Company" means James Wilding Joinery of Unit 9, Fleets Offices, Fleets Lane, Rylstone, Skipton, BD23 6NA. "The Customer" means the person, firm or company from whom an order is accepted by the Company. "Goods" mean those items detailed in the Quote as ordered either verbally or in writing
2. The Customer agrees to purchase and have installed the Goods specified in the form of an order.
3. The Company agrees to supply the Products and provide the installation services, in consideration for payment of the fee set out in the Quote.
4. Any quotes are valid for 30 days.
5. Orders are individually manufactured and any Goods not used in their intended location in the Customer's premises cannot be credited against the contract price.
6. All prices are subject to VAT at the current rate at the time of invoicing.
7. The payment terms are set out in each individual estimate if different to the Company's standard terms detailed below and should be adhered to. Standard payment terms are payment within 14 days of invoice date. Any outstanding balances not paid in full by the Customer will be compounded at a monthly interest rate of 2.5%
8. This order is accepted by the Company is subject to a final technical survey, which will be carried out in daylight hours
9. The Company reserves the right to cancel this order in the event that the surveyor is not entirely happy that the Company can fulfil its obligations to the Customer within the contract price. In this event any deposit or monies in respect of the contract will be refunded in full by the Company.
10. The Customer confirms in writing before manufacture can commence, any amendments to what is set out in the estimate should also be confirmed in writing
11. It is the Customer's responsibility to seek permission from the relevant authorities for any building work carried out their property.
12. Risk shall pass to the Customer once the Goods have been installed by the Company.
13. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
14. The Customer agrees to permit access to the Company, its servants and workmen to the installation address at all reasonable times in order that the company may carry out the works scheduled. If, within 28 days of being advised that the Company is ready to install, the

Customer has not agreed to an installation date, the balance of the product supply cost becomes payable.

15. The Customer will provide the free use of a reasonable amount of water and electricity
16. The Company will take all reasonable care of the Customer's property when carrying out the work but cannot accept liability for damage or redecoration.
17. The contract does not include for the repair or replacement or any rotten timber, defective lintels, hidden services or hazardous materials such as asbestos found during the course of carrying out the works for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the Customer and will be the subject of a separate quotation.
18. The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, e.g. radiators, pipes, electricity, telephone or television cables and the Customer shall remove all household fixtures, including curtains, nets and blinds before the installation is due to commence.
19. The Company does not take any responsibility for damage to any of the above if not removed by the Customer whilst work is executed. The Company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
20. No undertaking can be given that the Customer's existing doors, windows and/or frames can be removed so as it to be fit for re-use or any other purpose and they will be removed from site and disposed of unless the Customer instructs the installer to leave them. Every effort will be made to protect and clean working areas as is practical, but the Company cannot be held responsible for small fragments, splinters or particles which may still be present.
21. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement.
22. For a period of up to five (5) years from the date of installation, the Company undertakes to repair or replace double glazed units or profile materials (other than mechanical parts) free of charge where and to the extent any such fault is the sole result of defective materials or workmanship in or on any window or door frame installed by the Company on Mainland Great Britain. All mechanical parts (such as locks, hinges, handles, etc that are subject to wear and tear) are guaranteed against malfunction under normal use for a period of up to one (1) year after installation. No warranty, guarantee or representation hereunder shall apply to:
  1. Minor imperfections or shade variations within glass;
  2. e) Damage or fault(s) due to accidents, misuse or neglect;
  3. f) Damage or fault(s) due to inadequate maintenance to the Products or to the Premises or due to defects in the Premises;
  4. g) Damage or fault(s) resulting from removal and/or repositioning of the installation (or part of the installation) carried out by persons other than the Company;
  5. h) Damage to existing timber, adjacent to the installation of Products, remaining at the Purchaser's request;
  6. j) Normal wear and tear
23. The Company reserves the right to use any photographs taken of the Goods during production, installation or once they have been installed, on their website, social media or for any adverts, unless the Customer expresses they are not happy with this.

24. Please refer to the attached PDF outlining the terms and conditions surrounding the glass that is used by the Company
25. Please refer to the links below outlining terms and conditions pertaining to the paints that we use.

[https://tekno.my.salesforce.com/sfc/p/#0Y000000YIPv/a/0Y000000cGgA/g3fOt\\_e4wN0slhdAhXQH8HcfX8YcN2u9WDioCU\\_k2M](https://tekno.my.salesforce.com/sfc/p/#0Y000000YIPv/a/0Y000000cGgA/g3fOt_e4wN0slhdAhXQH8HcfX8YcN2u9WDioCU_k2M)

<https://tekno.my.salesforce.com/sfc/p/#0Y000000YIPv/a/0Y000000cGgD/xY7Xga2ZW3N571bq3RLNSN9uup1qAwPYx42aK71zpm4>

26. LIMITATION OF LIABILITY

- a) The Purchaser agrees that the Company's liability to the Purchaser hereunder shall be limited to the amount the Purchaser has actually paid to the Company for the Product under this Agreement. Except as set out herein, the Company shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising hereunder. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of the Company.
- b) For the avoidance of doubt, the Company shall not be liable for any delay in delivery, and/or delay to completion of the work, which arises from cause(s) beyond its reasonable control.

27. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer

28. GENERAL

- a) Save as otherwise set out above and to the fullest extent of applicable law, all Products are provided without any warranties or representations of any kind, either implied or express.
- b) By accepting the Quote in writing the Purchaser confirms that he is the owner of the Premises at which the installation is to take place or that the Purchaser has obtained the owner's full authority and that the Purchaser has complete authority to enter into this Agreement.
- c) This Agreement (including schedules) constitutes the entire agreement between the parties on the subject matter hereof. Any additional term, condition or verbal agreement should be written down for the purposes of clarity and agreed to in writing by the Purchaser and the Company's authorised representative.
- d) If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.
- e) This Agreement shall be governed by and in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.