

# Conditions of Sale

## A. Terms and Conditions

These terms and conditions form part of every quotation, offer or Contract of sale made by Woodmaster Joinery (Hitchin) LLP (hereinafter called "The Company") and shall not be varied without the express written agreement of the Company. "Customer" means the person, firm or company who receives the Company's goods or to whom the Company's quotation, invoice or acknowledgement of order is addressed: "the goods" mean the products supplied by the Company to the Customer.

## B. Terms of Payment

1. Strictly nett within 7 days following the date of the invoice except for approved or net monthly accounts who are required to pay within specified dates or month end.
2. For new or non-approved accounts, a deposit may be required at placement of order and periodic payments set.
3. Failure by the Customer to pay in accordance with the terms of the Contract shall entitle the Company at its option to:
  - withhold future deliveries until such payment has been made and further payments secured to its satisfaction.
  - charge interest at 4% above bank rate for each day the amount remains outstanding after the due date.

## C. Quotations

Quotations where given are without commitment and no contract between the Company and the Customer shall arise unless and until the Company has accepted in writing the Customer's order whether placed on the Company's quotation or otherwise.

## D. Pricing

The price given for the accepted works is relevant to items identified within the specification. The Company reserves the right to make additional charge for any work or item supplied. All prices are given exclusive of VAT at quotation stage.

## E. Supply of Works and Completion Dates

1. All completion dates are estimated, are not guaranteed and do not form a term of this contract.
2. The Company shall not be liable to make good to the Customer any damage or loss arising directly or indirectly out of the delay in completion nor will the Company be liable for any consequential or special loss claimed by the Customer including without limitation delay, detention, loss of profit or production time charges or liability to any Third Parties.
3. Where an order calls for interim payments, the Company reserves the right to invoice the payment set out above.
4. The Company shall not be responsible for any consequential loss or damage occurring as a of the Customers' failure to remove personal items nor any third-party claims in connection therewith.

## F. Guarantee

1. Our products will carry a one year guarantee unless stated otherwise – subject to our invoice terms.
2. Any guarantee will be deemed void if any object is fitted to them, if they are physically altered by others or over-painted without permission.
3. Any guarantee will only be honoured if the terms of our invoices are adhered to.
4. Guarantees cannot be transferred to another party.

## G. Testing and Inspection

The Company reserves the right to charge the Customer for any inspections or test certificates not specified within the original quotation.

## H. Passing of Title in Property

1. Ownership of the property in the goods supplied shall not pass to the Customer until all monies owing to the Company in respect of such goods have been paid to the Company in full.
2. In the event of non-payment, the Company is authorised to take appropriate measures to repossess those goods.
3. The Company shall not be liable for any loss or damage occurring to goods or components when delivered directly to the Customer.

## I. Cancellation or Variation

1. Cancellation may be made in writing by the customer within 7 days of accepting a quotation and without penalty. The exception to this clause is when a customer has requested an immediate start to a contract for their own benefit.
2. Cancellation of an order or part of an order which falls outside can only be made by mutual consent, but where
3. the Company agrees that an order may be cancelled the Company nevertheless reserves the right to levy charges on the Customer for any loss the Company has suffered as a result of that cancellation.
4. In the event of the Customer altering the requirements of the contract after instructions have been received by the Company the Company reserves the right to amend the completion time and to charge for any costs incurred as a result of the alteration.

## J. Law and Interpretation

This contract shall be governed by English law and the Customer shall submit to the non-exclusive jurisdiction of the English Courts.