

North Kent Joinery Ltd

Terms and Conditions of Sale

1. Definitions

- 1.1. 'Buyer' means the corporate entity, firm or person who buys or agrees to buy the Goods or Services from the Seller;
- 1.2. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- 1.3. 'Delivery Date' means the date specified by the Seller when the Goods are to be delivered;
- 1.4. 'Goods' means the goods which the Seller is to supply in accordance with these Conditions. Any reference to the Goods shall where appropriate include a reference to part of them;
- 1.5. 'Seller' means North Kent Joinery Ltd of Brunel Sawmill, The Historic Dockyard, Chatham, Kent. ME4 4TQ;
- 1.6. 'Services' means the services which the Seller is to supply in accordance with these Conditions.

2. Application

- 2.1. These conditions shall apply to all contracts for the sale of Goods and Services by the Seller to the Buyer to the exclusion of all other terms and conditions including any other terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document or in correspondence. These Conditions constitute the entire understanding between the Buyer and the Seller with respect to the subject matter covered by the contract of purchase and supersede all previous agreements and understandings between the parties
- 2.2. All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services under these Conditions.
- 2.3. Acceptance of delivery of the Goods and/or Services shall be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3. Prices

- 3.1. The price shall be the Seller's quoted price. The price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2. The Seller's quote shall be valid for a period of 30 days.
- 3.3. Prices are quoted on a day to day basis and may be subject to variation in the event that the Buyer's requirements change from those taken into account in the initial quotation
- 3.4. The Seller's prices for Goods or Services are based on the cost to the Seller of Goods or materials, labour and transport (including the cost of conforming to obligations imposed by statute) on the day when such prices were quoted in the absence of a quotation when such prices were agreed. Should the cost to the Seller of obtaining or delivering Goods or materials or providing Services increase by reason of any subsequent fluctuation in such costs or due to changes in currency or exchange rates, alteration in tariffs and import charges or taxes or changed delayed or incomplete instructions from the Buyer the Seller reserves the right to make a corresponding increase in their prices.
- 3.5. Errors and omissions by the Seller arising from a bonafide mistake however arising in importing the agreed terms into a written quotation shall entitle the Seller to submit to the Buyer a revised quotation which shall mean that the preceding quotation shall have no effect.
- 3.6. Published prices and/or quotations are merely invitations to treat and do not constitute offers. Published prices and/or quotations are given only as indications made in good faith and are subject to variation or withdrawal without notice.

4. Assignment

The Seller has the right to sub- contract any order or any part or parts of the order.

5. Payment

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5.1. Payment of the price for the Goods and/or Services and VAT shall be due on the last working day of the month following the end of the month in which the Goods are delivered unless otherwise agreed between the Buyer and the Seller for the operation of an account. Time for payment shall be of the essence.

5.2. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Lloyds TSB plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.

5.3. If the Buyer fails to make payment on the due date then without prejudice to the Seller's other rights the Seller may:

5.3.1. suspend or cancel deliveries of any articles due to the Buyer; and /or

5.3.2. appropriate any payment made by the Buyer to such of the Goods or Services supplied under any contract with the Buyer as the Seller may in its sole discretion think fit.

6. The Goods

6.1. The quantity and description of the Goods shall be as set out in the Seller's quotation.

6.2. The Seller may from time to time make changes to the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

6.3. Where samples are submitted these are drawn from bulk and are representative of the whole and no guarantee can be given that every item will be the same in all material respects as the sample.

6.4. The Seller can give no warranty that the Goods conform to sketch plans or drawings provided to the Seller by the Buyer.

6.5. The Seller accepts no liability for inaccuracies in estimates or calculations of measurements and quantities given to the Buyer.

6.6. The Buyer will unconditionally fully and effectively indemnify the Seller in respect of any claim, cost or expenses, losses or demands resulting from infringement of copyright, design, trademark or any industrial or intellectual property rights resulting from the Seller's use of designs or specifications supplied by the Buyer or its experts.

7. Warranties and liability

7.1. The Seller warrants that the Goods supplied will at the time of delivery correspond to the description by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3 (1) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by law or otherwise are excluded to the fullest extent permitted by law.

7.2. The Seller's liability to the Buyer, whether for breach of contract or otherwise shall not in any event exceed the price paid by the Buyer for the individual item or services as described on the Order Acknowledgement and/or Invoice.

8. Delivery and collection

8.1. All delivery and servicing times quoted by the Seller are estimates only, the times are not guaranteed by the Seller. Time shall not be of the essence for delivery unless agreed between the parties to the contract.

8.2. The Seller is not liable for any delay in the delivery of the Goods nor is it liable if it is prevented from delivering the Goods, materials or Services for any causes beyond its control, such clauses may include an act of God, force majeure, war or hostilities, legislation, Government Order or direction, and strike, lock-out, labour disturbance, civil commotion, fire, accident, break down of machinery, or any lack or shortage of labour materials, or reduction, or delay or stoppage of the output at the works or makers of any Goods or materials required and in any such case the Seller is to be released from any obligation to complete the contract with the Buyer by a particular time.

8.3. Delivery of the Goods shall be made to the Buyer's address on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods when they are tendered for delivery.

8.4. Should the Buyer for any reason not be able to take delivery of the Goods the Buyer shall be responsible for any delay or abortive transport charges and/or any consequential loss or expense incurred by the Seller.

8.5. The Seller reserves the right to make delivery by instalments and to tender a separate invoice for each instalment. Each delivery shall constitute a separate contract.

8.6. If agreed between the parties the Goods may be collected by the Buyer. Collection of Goods must take place within fourteen days of the agreed collection date. Thereafter the Buyer will incur storage charges at the rate currently applied by the Seller. Details of such storage charges may be obtained by the Buyer at his request from the Seller

8.7. Upon collection of the Goods the Buyer shall be solely responsible for the size, weight and positioning of any load on his vehicle and shall fully indemnify the Seller against any claims or action arising there from.

9. Inspection

9.1. The Buyer shall inspect the Goods immediately on delivery or collection and shall within 3 days of delivery or collection notify the Seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery or collection and before any use is made of them. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which should be apparent on reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.

9.2. If the Goods are not in accordance with the contract for any reason the Buyer's sole remedy shall be limited to the Seller making good any shortage, defect or damage by replacing such Goods, or if the Seller shall elect by refunding a proportionate part of the price paid by the Buyer.

9.3. Under no circumstances will the Seller be liable for any direct, indirect or consequential loss or damage resulting to the Buyer or any other person whatsoever or howsoever arising from any such shortage, damage or defect.

9.4. The Seller accepts no liability in respect of inherent defects or damage to Goods or materials which are not the Sellers manufacture.

9.5. Any alleged shortage, delay, damage or defect shall not constitute valid grounds for a Buyer to delay payment in respect of the Goods delivered and for the avoidance of doubt the Buyer shall be required to pay for all Goods and materials supplied in respect of which there is an alleged claim for damage, delay, defect or variation.

9.6. All tests and inspections reasonably required by the Buyer or his agents shall be carried out at a location determined by the Seller and shall be at the Buyer's expense.

10. Remedies of the Buyer

10.1. Where the Buyer rejects any of the Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.

10.2. Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.

11. Risk and Title

11.1. The Goods shall be at the Buyer's risk as from delivery.

11.2. Title to the Goods remains with the Seller and will not pass to the Buyer until the Seller is paid for all the Goods and/or Services and no other amounts are owed by the Buyer to the Seller in respect of other Goods or Services.

11.3. Until title in the Goods passes to the Buyer in accordance with clause 11.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as a bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

11.4. The Seller shall be entitled to recover the price for the Goods (plus VAT) notwithstanding that the title in any of the Goods has not passed from the Seller.

11.5. Until such time as title in the Goods passes from the Seller the Buyer shall on request deliver up such of the Goods as have not ceased to be in existence or re-sold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and re-possess the Goods.

11.6. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the

Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

11.7. The Buyer must insure the Goods against all insurable risks for the price due to the Seller for the Goods.

12. Treatment and storage of the Goods

All joinery supplies should be kept by the Buyer in a flat, dry place, and if supplied in white should be primed or stained immediately upon receipt. Any subsequent cut surface must be primed or stained before fixing in position. Further decoration and any future maintenance of the Goods must be completed as soon as possible by the Buyer using a reputable system in accordance with the manufacturer's recommendations.

13. Buyer's default

13.1. If the Buyer fails to make payment for the Goods or Services in accordance with the Conditions or commits any other breach of the Conditions or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or if any bankruptcy petition is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods or Services shall become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:

13.1.1. suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part; and or

13.1.2. exercise any of its rights pursuant to clauses 11.5 and 11.6 of these Conditions

14. Cancellation

The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sum paid in respect of the contract. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

15. Notices

Any notice under or in connection with these Conditions shall be in writing and shall be served by first class post or hand on the party or sent by recorded delivery or email at or to the address of the party as set out in the contract.

16. Enforceability

Should any provisions of these Conditions be held by a competent authority to be invalid or unenforceable in whole or in part the validity of the remaining provisions shall not therefore be affected.

17. Jurisdiction and Arbitration

17.1 This contract is subject to the law of England and Wales and all disputes arising out of this contract shall be subject to the jurisdiction of the courts of England and Wales.