

**WOODCRAFT JOINERY LIMITED**  
**TERMS AND CONDITIONS**  
**FOR THE SUPPLY OF GOODS AND SERVICES**

Quotations are open for acceptance (unless previously withdrawn) for a period of 30 days from the date of quotation except that Woodcraft Joinery Limited (**WJ**) shall have the right to amend the Price (defined below) at any time prior to acceptance if the cost to WJ of any of the materials or costs comprised therein shall be increased. The Buyer's (as deemed in the Order) order for the supply of Goods and/or Services (**Order**) shall not be accepted until WJ issues written acknowledgement and all Orders so accepted shall be subject to the following conditions of sale which shall override any conflicting conditions on the Buyer's order form to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

**1. Delivery**

- (a) In the event that the Goods specified in the Order (**Goods**) are to be delivered to premises specified by the Buyer (**Delivery Location**) WJ shall deliver the Goods to the Delivery Location or any other location agreed by the parties in writing. In the event that the Order does not specify a Delivery Location, the Goods shall be collected by the Buyer from WJ's premises within 3 business days of WJ notifying the Buyer that the Goods are ready for collection.
- (b) The risk in all Goods will pass to the Buyer on delivery or when the Goods are collected from WJ's premises.
- (c) WJ will use its reasonable endeavours to deliver the Goods, or ensure they are ready for collection on the date specified but in no circumstances shall WJ be liable for any delay in delivery.
- (d) Time is not of the essence for delivery or collection of the Goods or Services. If WJ fails to deliver, or have ready for collection the Goods and/or Services (as defined in the Order) its liability shall be limited to the price for the Goods and/or Services specified in the Order (**Price**)
- (e) If 10 business days after WJ notifies the Buyer that the Goods were ready for delivery the Buyer has not accepted, taken delivery of or collected them WJ may resell or otherwise dispose of part or all of the Goods and shall account to the Buyer for the purchase price received less the reasonable costs of storage and insurance.

**2. Payment**

- (a) Any possible credit terms are subject to a suitable credit score and/or references and are only extended at the absolute discretion of WJ. Where WJ is unable to extend credit, then advance payment terms will need to be agreed before an Order is accepted by WJ. In the event that credit has been offered to the Buyer the provisions of this Clause 2 shall apply.
- (b) Payment shall be made to WJ's accounts division at the address detailed on WJ's statement no later than 30 days from the date of invoice or as otherwise agreed.
- (c) If the Buyer fails to make payment due to WJ under the contract by the due date, WJ shall have the right to charge interest on the overdue amount at the rate of 6% above the base rate of Barclays Bank PLC accruing on a daily basis.
- (d) All prices are exclusive of VAT, delivery costs and packaging unless specifically stated by WJ. VAT payable is the applicable rate at the time of supply of the Goods and/or Services.
- (e) All price are net of any discounts unless previously agreed by WJ.

**3. Title**

The title in the Goods shall not pass to the Buyer until the Buyer has paid to WJ the Price in full any other monies owing under any other contract between the Buyer and WJ. If, notwithstanding that the title in the goods has not passed to the Buyer, the Buyer shall sell the Goods in such manner as to pass to a third party valid title in the Goods, the Buyer shall hold the proceeds of such sale on trust for WJ. The Buyer agrees that prior to the payment of the monies owed in full WJ may at any time enter upon the Buyer's premises and remove the Goods and that prior to such payment the Buyer shall keep the Goods separate and identifiable for this purpose where practicable. Nothing herein shall constitute the Buyer as the agent of WJ for the purpose of any such sub-sale. Notwithstanding that title in the Goods shall not pass to the Buyer save as provided above, the Goods shall be at the risk of the Buyer from the time of collection by or delivery to it of the Goods. Notwithstanding this Clause 3, WJ may at its sole option and at any time by notice in writing to the Buyer transfer the property in the Goods to it.

**4. Quality of the Goods**

WJ warrants that on delivery of the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act but:-

- (a) Absolute flatness of veneered panels cannot be guaranteed.
- (b) Neither adherence to a particular shade or colour nor perfect consistency or colour or pattern can be guaranteed.
- (c) Standard production Goods are intended for use in a temperate climate. If Goods are required to meet extremes of temperatures, or humidity in situ or in transit then this should be specified in the Order so that the requirements can be duly met
- (d) Subject to the provisions of this clause, WJ hereby undertake at its option to replace free of charge or refund any Goods which are defective by reason of faulty materials or workmanship subject to WJ having a reasonable opportunity to inspect the Goods and the Buyer returning the Goods to WJ's place of business at the Buyer's own cost.

**5. Supply of Services**

- (a) WJ shall provide the Services to the Buyer and shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- (b) WJ shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and WJ shall notify the Buyer in any such event.
- (c) WJ warrants to the Buyer that the Services will be provided using reasonable care and skill.

**6. Claims and Limitation of Liability**

Goods should be examined by the Buyer on arrival and any apparent damage or loss endorsed on WJ's delivery note or carrier's receipt. Written notification of such damage or loss should be reported to WJ in writing within three days of the arrival of the Goods. Failure to comply with these conditions may invalidate subsequent claims.

- (a) WJ shall under no circumstances whatsoever be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and
- (b) WJ's total liability to the Buyer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.
- (c) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- (d) Nothing in this clause shall exclude WJ's liability for death or personal injury, fraud or misrepresentation, breach of the terms implied by Section 12 of the Sale of Goods Act 1979 and defective products under the Consumer Protection Act 1987.
- (e) If any provision in this agreement (or part of a provision) is found by any court or administrative body to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**7. Specification and Tolerances**

WJ cannot guarantee exact grain and colour match of any wood ordered.

- (a) In cases where the specified decorative laminate surface and core materials permit, Goods will comply generally with the quality specification of BS 4965. Attention is particularly drawn to Clause 4 (a) relating to flatness of panels. When tested in accordance with Appendix B, as delivered boards and panels 15mm thick and thicker, and veneered on both sides shall not show a departure from the straight edge of more than 1mm over 600mm. This limit does not apply to any board or panels with a thickness of less than 15mm. The fabricators cannot accept responsibility for bowing due to local site conditions which may cause uneven stresses in the board. No tolerances can be accepted by the fabricator if a backing veneer is not specified.
- (b) Unless otherwise agreed, in writing dimensions will be considered acceptable if they are within 6mm of the nominal dimension called for.
- (c) Where the Order provides for manufacture to exact sizes, these will be as to the tolerances of those ruling under British Standard 4965.
- (d) If Goods are manufactured in accordance with a component drawing or other specification provided by the Buyer no warranty is given or implied that the Goods are fit for their intended purpose and any modification to the drawing or specification must be the subject of a written agreement between the Buyer and WJ.

**8. Cancellation and Termination**

- (a) No Order, once accepted, may be cancelled by the Buyer except on terms that the Buyer reimburses WJ in full for any loss of profit arising out of the contract and time costs of any work and/or materials that may have been incurred in the execution of the Order prior to receipt of the instructions requesting cancellation.
- (b) Without limiting its other rights or remedies, WJ shall have the right to suspend the supply of Services or all further deliveries of Goods under the contract or any other contract between the Buyer and WJ if the Buyer fails to make pay any amount due under this contract on the due date for payment.
- (c) Without limiting its other rights or remedies, WJ may terminate the contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this contract on the due date for payment.
- (d) On termination of the contract for any reason:
  - i. the Buyer shall immediately satisfy all of WJ's outstanding unpaid invoices and any interest and, in respect of Services supplied but for which no invoice has yet been submitted, WJ shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
  - ii. the Buyer shall return all of WJ's materials which have not been fully paid for and if the Buyer fails to do so, then WJ may enter the Buyer's premises and take possession of them.

**9. Governing Law**

The contract including these conditions shall be governed by and construed in accordance with English Law.

**10. Assignment**

WJ shall at any time be entitled (i) to perform any of the obligations undertaken by us (ii) to exercise any of the rights granted to us under the contract through and/or (iii) freely assign the benefit (but subject to the burden of any contract) (without requiring your prior consent) to any other company which at the relevant time is our holding company or subsidiary (as defined by s1159 of the Companies Act 2006) or the subsidiary of any such holding company or subsidiary and any act or omission of any such company shall for the purposes of the contract be deemed to be our act or omission.