



TERMS & CONDITIONS OF SALE

The quotation and any order placed following such quotation are subject to the following conditions of sale in which **Honiton** Joinery is referred to as "the Company":

1. Prices

Prices quoted by the Company are firm for **60 days** only or until previously withdrawn. Unless otherwise stated, all prices are exclusive of any applicable value added tax, for which the customer shall be additionally liable to the Company.

2. Delivery

Delivery periods and dates are given in good faith, but are not subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to the Company if delivery periods or dates are not met for any reason whatsoever.

3. Payment

The Company reserves the right to demand **a deposit of 35% of up to a maximum of 50%** of the price of the goods supplied prior to commencing manufacture, the customer shall pay an additional amount for the goods on delivery up to a maximum value of 80% of the invoice, the outstanding 20% is payable on satisfactory completion of the installation and for which a 7 day invoice will be supplied itemising amounts paid and outstanding.

In the case of a supply only order, the balance of the invoice is payable in full prior to collection or delivery of the goods ordered.

If payment is not made within **30 days** of the due date, the customer shall pay the Company interest at the rate 4% per annum above the base lending rate of Barclays Bank plc from the due date for payment until the date of actual payment.

4. Warranty

Honiton Joinery Ltd hereby offers the following guarantee terms in relation to the installation.

Window and door frames are guaranteed against defective workmanship and/or defective materials for a period of 10 years starting from the installation completion date.

Sealed units are guaranteed against defective workmanship and/or defective materials for a period of 5 years starting from the installation completion date.

Locks, handles and other moving parts are guaranteed against defective workmanship and/or materials for a period of 1 year starting from the installation completion date.

The following exclusions apply to the Guarantee;

This guarantee does not cover any accidental damage (including glass breakage), blockages, wear and tear, misuse of the product and any faults associated to condensation, problems associated with fading or discolouration, problems associated with the penetration of insects, misting and mould growth, or any problem's in the event the consumer fails to adequately maintain the product or misuses the product.

The choice of whether materials are either repaired or replaced is at the sole discretion of the Installing Company, the guarantee is not transferable.

Unit 3 unit B
Goldenhay Park
Goldenwood
Goldenhay Lane
Cricket St Thomas
Chard.
TA20 4DF.



4.1 Claims must be notified in writing to the Company within seven days from the date of delivery or (where the defect is not apparent on reasonable inspection) as soon as practicable after discovery of the defect.

4.2 The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

4.3 The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.

4.4 The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.

4.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company

4.6 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

6. Carriage

Packaging, carriage and insurance charges in respect of delivery of the goods to the customer will be charged to the customer at cost to the Company.

7. Damage in transit

The Company does not accept any liability for loss or damage to the goods while in any third party transport to the customer.

8. Risk

The risk in the goods shall pass to the customer, or be deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

9. Force majeure

The Company shall not be liable to the customer, or be deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

10. Reservation of title

The goods sold under these conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the goods.

If the customer shall enter onto liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the goods has passed in accordance with this condition, the Company shall be entitled, immediately after giving notice of its intention to repossess the goods, to enter upon the premises of the customer with such transport as may be necessary and to repossess any goods to which it has title under this condition. No liquidator, receiver, administrator or administrative receiver of the customer shall have authority to sell goods to which the Company has title without the prior written consent of the Company.

11. Insolvency of customer

If the customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

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12. Patent rights, etc

The acceptance of a quotation includes the recognition by the customer of the right of the Company under any patents, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

13. Applicable law

These conditions shall be governed by and construed in accordance with English law and the parties acknowledge and accept the exclusive jurisdiction of the English Courts.

14. Conditions applicable

These conditions shall apply to all contracts for the sale of goods by the Company to a customer to the exclusion of all other terms and conditions which a customer may purport to apply under any purchase order, confirmation of order or similar document and all orders for goods shall be deemed to be an offer by the customer to purchase goods subject to these conditions.