

## **South Notts Joinery - Terms and conditions**

### **Definitions**

“Goods” means the products and/or joinery service supplied by South Notts Joinery including all related designs, patterns or specifications, processing, assembly and materials.

### **Placing an order**

1. A 50% deposit must be paid by the Buyer on confirmation of order.
2. Designs/drawings can then be viewed before manufacture and colours are chosen.
3. Timescales will be agreed at this stage.
4. The balance is due on completion which must be paid by BACS, cash or cheque.

### **Retention of title**

5. Title to the Goods shall remain vested in South Notts Joinery and shall not pass to the Buyer until the purchase price for the Goods has been paid in full and received by South Notts Joinery.
6. Irrespective of whether title to the Goods remains vested in South Notts Joinery, risk in the Goods shall pass to the Buyer upon delivery and the Buyer shall insure the Goods to their full replacement value.
7. Until title to the Goods passes, South Notts Joinery shall have authority to enter the Buyer’s premises without the need to give notice and retake, sell or otherwise deal with and/or dispose of the Goods.
8. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with South Notts Joinery until South Notts Joinery has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and / or services supplied by South Notts Joinery to the Buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between South Notts Joinery and the Buyer.

### **Paint colour matching**

9. In the event of an inaccuracy with paint colour matches, the Buyer must notify South Notts Joinery by phone or email within 2 working days of receiving their goods and South Notts Joinery will arrange for the goods to be collected and repainted. Paints are mixed by our suppliers and South Notts Joinery will therefore not be held responsible for inaccuracies, beyond collecting and repainting the Buyer’s goods.

### **Timber**

10. Timber is a natural material and susceptible to movement and also has its own variations in texture and colour which may not always be an exact match to confirmed choices.

### **Repairs**

11. Repairs to timber or paint work will be an acceptable finish if repairs cannot be seen 1 metre away.

#### **Double glazed units**

12. Glass is a performance product which is used for its insulation properties and although designs can be varied glass has its own imperfections, striations, reams, bubbles etc, these imperfections can be part of the glass manufacturing process.
13. THERE ARE NO GUARANTEES REGARDING THE BREAKDOWN OF ENCAPSULATED UNITS.

#### **On completion**

14. Where the goods are collected from us, the Buyer must confirm their order is received in good condition.
15. Where the goods are delivered by us, the goods are to be checked upon receipt.
16. Where the goods are fitted by us, the goods must to be checked by the Buyer on completion of fitting.
17. Where the goods are fitted by a third party, South Notts Joinery holds no responsibility regarding the suitability of the fitting.

#### **Third party work**

18. South Notts Joinery is responsible for supplying and / or fitting those items specifically listed within their quotation only.
19. Should the Buyer agree for a third party to supply and/or fit additional items that are not listed in South Notts Joinery's quotation including but not limited to linings, trims and architraves, the Buyer will be solely responsible for the labour and material costs in relation to those items.
20. The Buyer understands and acknowledges that when the Buyer accepts South Notts Joinery's quotation and places their order, South Notts Joinery will be reserving time and materials to complete the Buyer's order at their expense. If the Buyer subsequently decides to have any of the work itemised on the quotation carried out by a third party, the Buyer will still be liable to South Notts Joinery for the full price stated on the quotation UNLESS the Buyer has contacted South Notts Joinery in advance of the work being started by the third party AND South Notts Joinery has formally agreed with the Buyer IN WRITING (a) that the third party may carry out the work and (b) that an appropriate amount will be deducted from the quotation as a consequence.
21. In the event that South Notts Joinery agrees to work being carried out by a third party, it will not be responsible for the cost of rectifying any damage to joinery items supplied and / or fitted by South Notts Joinery, which has been caused by third parties.
22. The Buyer understands and acknowledges that if they should have additional work carried out by third parties, the work any materials used will become a part of the Goods and South Notts Joinery will have title to the whole item (including any additional works and materials) until full payment has been made in accordance with clauses 5 - 8.

#### **Additional terms**

23. South Notts Joinery reserves the right to extend the delivery date with due notice.

24. If a Buyer supplies their own measurements, South Notts Joinery hold no responsibility for inadequate fitting.
25. Once the order has been placed, no alterations can be made unless at the Buyer's expense if the work has begun.
26. Cancellation of a Buyer's order will only be agreed by South Notts Joinery on the condition that all costs and expenses incurred by us upon the time of cancellation including loss of profit shall be paid by the Buyer.
27. The 5 year guarantee will only be issued by South Notts Joinery on final payment of full balance by the Buyer.