

## **TERMS AND CONDITIONS**

### **General**

1. Any contract between Carrington Architectural Joiners Ltd and any of its customers for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the Customer's order.
2. The waiver of any of any conditions herein at any time by the Customer shall not be effective unless it is specifically agreed in writing by Carrington Architectural Joiners Ltd and shall constitute a waiver for the purpose of that particular transaction only and all other conditions herein shall remain in full force and effect.
3. Any contract between Carrington Architectural Joiners Ltd and the Customer shall only arise on the written acceptance or invoice by Carrington Architectural Joiners Ltd of the Customer's order.

### **Price and Payment**

1. The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by Carrington Architectural Joiners Ltd, or such other price as the parties may agree in writing or orally.
2. For a "supply only" sale, i.e. where items are sold without installation at the Customer's property, payment of the Price shall be made by the Customer upon collection of the goods from our workshop or upon delivery or as quotation terms.
3. For an "installation" sale, i.e. where items are installed or work is carried out at the Customer's property, payment of the Price shall be made by the Customer within 20 days of the date of the invoice or as quotation terms.
4. Carrington Architectural Joiners Ltd understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
5. The Customer should understand that, for all orders over £1000 including VAT, a credit check and public record search may be made, and the Customer will be asked for written consent for this.
6. The company will ask for deposit payments for large orders, 25% when the order is confirmed, 25% five days before delivery/installation/collection and 50% upon completion.

### **Quotations**

1. Any quotation provided by Carrington Architectural Joiners Ltd shall be valid for acceptance by the Customer for a period of 60 days from the date of the quotation, and Carrington Architectural Joiners Ltd shall be required to accept an order based on the quotation within this 60 day period.
2. The price quoted is exclusive of VAT and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (if applicable) which shall be due at the rate ruling on the date Carrington Architectural Joiners Ltd's invoice unless included within our quotation.
3. Unless otherwise agreed in writing, no quotation shall be subject to any discount.

### **Goods**

1. All Goods shall be required to conform to the specification in the order for Goods by the Customer as accepted by Carrington Architectural Joiners Ltd or as otherwise expressly agreed in writing or orally.
2. Any order for Goods sent by the Customer to Carrington Architectural Joiners Ltd shall be deemed to be accepted subject to the Conditions contained herein.
3. Each order for Goods accepted by Carrington Architectural Joiners Ltd shall be deemed to be an individual legally binding contract between the parties.
4. Where any designs or patterns or specifications have been supplied by the Customer for manufacture by or to the order of Carrington Architectural Joiners Ltd then the Customer warrants that the use of those designs, patterns or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the intellectual property or other rights of any third party. The Customer shall indemnify and keep indemnified Carrington Architectural Joiners Ltd against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters, patent, copyright, registered design, registered trademark or any other protection subsisting in favour of any third party in any such pattern or specification.

### **Delivery**

1. The Customer shall be deemed to have accepted the Goods upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale.
2. Carrington Architectural Joiners Ltd shall not be liable to the Customer or be deemed to be in breach of the Conditions by reason of any delay or failure in a "supply only" sale or in "installation" work if the delay or failure was due to any cause beyond Carrington Architectural Joiners Ltd's reasonable control.
3. All risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale unless agreed otherwise in writing between parties.
4. If Carrington Architectural Joiners Ltd is unable to deliver the Goods for reasons outside its control, Carrington Architectural Joiners Ltd shall be entitled, at the Customer's expense, to place the Goods in storage until such time as the Goods may be delivered.
5. Any cancellation of an order must be sent by the Customer to Carrington Architectural Joiners Ltd in writing. The Customer is liable to be charged for any materials ordered or work started for an order at the time of cancellation. Whilst Carrington Architectural Joiners Ltd is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying Carrington Architectural Joiners Ltd's invoice, not the insurance company. Carrington Architectural Joiners Ltd is unable to deal with insurance companies direct unless agreed in writing between all parties.

### **Title to Goods**

1. Carrington Architectural Joiners Ltd warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 'Delivery'.
2. Notwithstanding delivery, title in the Goods shall not pass to the Customer until Carrington Architectural Joiners Ltd has been paid in full for the Goods. Nothing in this Clause shall prevent Carrington Architectural Joiners Ltd from raising an action against the Customer for payment of the Goods.
3. The title of any unwanted items removed by Carrington Architectural Joiners Ltd as debris or rubbish from the Customer's property transfers immediately to Carrington Architectural Joiners Ltd.

### **Damage in Transit**

1. Upon serving notice within 24 hours of delivery to Carrington Architectural Joiners Ltd, the Customer shall be entitled to replacement Goods if Carrington Architectural Joiners Ltd is reasonably satisfied that the Goods have been damaged during transportation arranged by Carrington Architectural Joiners Ltd.

### **Guarantee**

1. Where the Goods have been manufactured by Carrington Architectural Joiners Ltd and are found to be defective, or installation work by Carrington Architectural Joiners Ltd is found to be defective; Carrington Architectural Joiners Ltd shall repair or, at its sole discretion, replace defective Goods free of charge upon the following conditions:
  - 1.1 the Customer giving notice of the defect within 5 days of the defect coming to the Customer's attention;
  - 1.2 such notice being served within 20 days of delivery or collection for a "supply only" sale, or within 6 months of the date of the invoice for "installation" work;
  - 1.3 the defect being due to Carrington Architectural Joiners Ltd's faulty design, workmanship or materials;
  - 1.4 the Customer having complied with Carrington Architectural Joiners Ltd's oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and
  - 1.5 the defect is not due to rot or insect attack of joinery items as specified in Clause 'Joinery Work'.
2. Any Goods to be repaired or replaced under Clause 7 for a "supply only" sale shall be delivered to Carrington Architectural Joiners Ltd at the Customer's expense.
3. Where the Goods have been manufactured by a third party Carrington Architectural Joiners Ltd shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Carrington Architectural Joiners Ltd by such third party. This includes items such as double-glazing units.
4. All external joinery must be fully decorated within 1 month of delivery/installation and then at regular intervals thereafter. Carrington Architectural Joiners Ltd can provide joinery with base coat primer/sealer as quotation specifications

### **Limitation of Liability**

1. Subject to Carrington Architectural Joiners Ltd's liability under Clause 'Delivery' and subject to Clause 'Specific Goods' Carrington Architectural Joiners Ltd shall not be liable to the Customer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.
2. Subject to this Clause 'Guarantee' and Clause 'Specific Goods' all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, Carrington Architectural Joiners Ltd grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.
3. Subject to Clause 'Default by Customer' the liability of Carrington Architectural Joiners Ltd under this Agreement howsoever arising shall not exceed the Price.

### **Joinery Work**

1. For a "supply only" sale, the Customer is responsible for the accuracy of sizes requested unless Carrington Architectural Joiners Ltd has site measured. Any amendments to joinery items ordered due to inaccurate sizes will be charged for.
2. Whilst every attempt is made to eliminate the expansion and shrinkage of external/internal joinery items such as gates, doors and windows by allowing a certain amount of clearance, Carrington Architectural Joiners Ltd is not liable for any expansion/shrinkage or swelling of these items.
3. Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.
4. Timber is a natural product, therefore there is always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for unless a "book matched" product has been asked for, which is normally extra to a standard quote.
5. Carrington Architectural Joiners Ltd do an amount of "machine only" works for clients, and unless a cutting list is provided with all boards fully marked, then we can not be held responsible for elements of waste within the material supplied. We also abide within the standard tolerances within the timber trade, which allows for (+-) 0.5 mm within machine works. We will make the clients aware if we feel the timber supplied is sub-standard for the works proposed.

### **Specific Goods**

1. Doors and Joinery Items; where doors and joinery items are supplied with a factory applied equalising stain, or primer, the Customer must paint/stain such products with a minimum of two coats of proprietary wood stain and primed joinery must be treated with a full paint finish. Primer and equalising stains do not give long term protection against the ingress of

moisture and Carrington Architectural Joiners Ltd cannot accept responsibility for Goods which are not treated as recommended after sale.

2. Doors: subject to the Customer complying with Clause 'Specific Goods 1' – this guarantee does not apply to doors which swell/shrink due to intake of excessive moisture or any other neglect or misuse on the part of the Customer after sale. Carrington Architectural Joiners Ltd's liability under this guarantee shall not extend to costs or charges of unfixing, refixing, painting, polishing, staining, handling, cartage, storage or other additional charges or expenses. (This does not affect your statutory rights).

### **Default by Customer**

1. If the Customer shall fail to pay the price for the goods and/or services by the due date for payment, the (without prejudice to any other rights of Carrington Architectural Joiners Ltd arising from such failure) the Customer shall (if so required by Carrington Architectural Joiners Ltd) pay Carrington Architectural Joiners Ltd interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.
2. If the Customer shall commit default in or commit any breach of it's obligations to Carrington Architectural Joiners Ltd, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Customer shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, or if the Customer shall be insolvent then without prejudice to any other rights available to Carrington Architectural Joiners Ltd it may forthwith cancel any contract then subsisting with the Customer or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.

### **General**

1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of Carrington Architectural Joiners Ltd for breach of the warranties contained in Clause 'Title to Goods' or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between Carrington Architectural Joiners Ltd and the Customer for the sale and purchase of the Goods incorporating these Conditions.
2. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of Carrington Architectural Joiners Ltd for death or personal injury as a result of Carrington Architectural Joiners Ltd's fraudulent misrepresentation, negligent actions or those of its employees or agents.

### **Force Majeure**

1. If the performance of the contract shall be delayed by any circumstances beyond the control of Carrington Architectural Joiners Ltd including (but without prejudice to the generality of the foregoing) war, hostilities (whether war shall be declared or not), insurrection, industrial disputes, strikes, lock-outs, riots, explosion, fire, storm, act of God, accidents, unavailability or shortage of materials or labour, interruptions of supply, any statute, rule, law bye-law, or order or request made by or issued by any government department or local or other duly constituted authority, then Carrington Architectural Joiners Ltd shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present and for a reasonably time thereafter.
2. If the performance of the contract by Carrington Architectural Joiners Ltd shall be prevented by any such circumstances beyond the control of Carrington Architectural Joiners Ltd then Carrington Architectural Joiners Ltd shall have the right to be discharged from the further performance of any liability under the contract. If Carrington Architectural Joiners Ltd exercises such a right then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by Carrington Architectural Joiners Ltd.

### **Cancellation**

1. No cancellation by the Customer is permitted except where expressly agreed by Carrington Architectural Joiners Ltd.
2. The Customer will in the event of agreed cancellation by the Customer indemnify Carrington Architectural Joiners Ltd against all expenses incurred up to the time of such cancellation.

### **Governing Law and Jurisdiction**

1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereto submit to the non-exclusive jurisdiction of the English and Welsh courts.