



# powell joinery

## Specialist Joinery & Finishing

### Terms and conditions of sale

#### 1. Definitions

- The "Buyer" means the person who buys or agrees to buy the Goods and Services from the Seller for and on behalf of the Buyer. b. The "Seller" means Powell Joinery (Yorkshire) Ltd.
- The "Supplier" means any company providing services or products to Powell Joinery
- "Condition" means the conditions of sale set out in this document and any special conditions agreed in writing by the Seller.
- "PC sum" means provisional cost allowed within the price.

#### 2. Conditions

These "Terms and Conditions" do not affect your statutory rights as a consumer.

#### 3. Price

All prices are subject to VAT. The total purchase price is shown on the contract schedule.

#### 4. Payment Structure

##### 4.1. Supply only

a. A Deposit of 50% of the total purchase price is required on acceptance of this contract. Production will not commence until Powell Joinery have received the agreed deposit amount in full and cleared funds. Failure to pay the deposit within the specified timeframe may extend production, collection or delivery dates.

If production is three months in lead-time to start we may reduce the initial payment to a 10% booking fee with 40%. Due before manufacture.

b. The final 50% cleared funds are due prior to ordering glass or products pass into the spray shop for finishing or prior to delivery or collection, unless stated otherwise.

c. The Seller does not offer any credit or account facilities and final balances must be paid and cleared before collection of goods. Failure to do so may incur interest charges at 8% above the Bank of England base rate, calculated on a daily basis.

d. Any queries you have that will delay payment must be raised within 7 days.

##### 4.2. Installation

a. A Deposit of 50% of the total purchase price is required on acceptance of this contract. Production will not commence until Powell Joinery Ltd have received the agreed deposit amount in full and cleared funds. Failure to pay the deposit in the specified timeframe may extend delivery and fitting dates.

b. An Interim of 40% cleared funds are due prior to ordering glass or products pass into the spray shop for finishing or prior to delivery or collection, unless stated otherwise.

c. The final 10% of the total purchase price is due on completion of any works.

d. The Seller does not offer any credit or account facilities and final balances must be paid immediately on completion. Failure to do so may incur interest charges at 8% above the Bank of England base rate, calculated on a daily basis.

e. The Seller does not accept liability for any remedial works or making good other than that laid out in the schedule. If other trades people are required we can offer assistance.

f. Any issues must be raised within 7 days.

#### 5. Specifications

a. The goods shall be manufactured and fitted in accordance with the contract schedule. (Estimate).

b. Any changes of design after the contract has been issued must be agreed in writing with the Seller and may necessitate an increase in the total purchase price.

c. The Seller will not be responsible for the failure of any manufactured products made to any drawings, designs, specifications or instructions provided by the Buyer.

#### 6. Warranty and liability

a. Maintenance of all timber products is the responsibility of the Buyer. The Seller will not be responsible for the deterioration or decay of timbers due to poor decoration or maintenance.

b. The Seller warrants that the Goods will at the time of delivery and fitting correspond to the specification in the contract schedule and any amendments thereto previously agreed in writing.

c. The Seller will not be responsible for any additional refitting that may arise in the future due to movement of timbers as they age and settle. The Seller will not be responsible for the movement or twisting of any timber. Wood is a natural product and cannot be guaranteed against movement.

d. Any guarantees or warranties are provided by Suppliers on components of specific products and are subject to the Suppliers guarantees. It is the buyers responsibility to follow the specific maintenance and care guidelines for each product.

#### 7. Delivery

a. All reasonable efforts shall be made to meet the estimated delivery and fitting dates which are established in good faith, but the Seller shall not be liable for any losses, costs, damages, or expenses incurred by the Buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery and fitting dates.

b. The Seller cannot guarantee availability of the specific timbers required for manufacture and delays in obtaining the specific timbers will extend the estimated delivery and fitting dates.

#### 8. Ownership and Risk

a. Ownership and risk for the goods shall pass to the Buyer on delivery or when the Buyer pays the interim payment to the Seller but delays the delivery and fitting and the goods are left at the Seller's premises at the Buyer's request.

b. The Buyer shall inspect the goods immediately upon delivery and shall notify the Seller immediately and prior to fitting of the goods if the goods are damaged or deemed not to comply with any part of the contract. If the Buyer fails to do this he is deemed to have accepted the goods.

c. The Buyer shall retain and protect any goods that the Buyer claims are defective or damaged to enable the Seller to inspect the goods to confirm whether they are in fact damaged or defective. Any rectification works must be agreed between the Buyer and the Seller.

d. The Seller shall not be liable for any damage or defects to the goods caused by the Buyer's negligence, misuse or mishandling of the goods or for any work carried out by others associated with the fitting of the goods other than work carried out by the Seller, the Seller's agents or the Seller's subcontractors.

#### 9. Cancellation

a. This contract may be cancelled in writing at any time before the deposit funds have been cleared. On receipt of the written cancellation by the Buyer the Seller will refund the deposit in full.

b. Cancellation of the contract after the initial deposit funds have been cleared will incur cancellation charges up to the total purchase price payable.

#### 10. Force Majeure

The Seller shall not be liable for any delay in the manufacture of the goods or delivery and fitting of the goods which arises from causes beyond the Seller's control, for example, fire, flood, wind, industrial action, criminal damage, acts of war or civil disturbance.

#### 11. Law

This contract is made in accordance with English Law.

#### 12. Building regulations

Any building regulations required are not included within estimates or quotations unless specified otherwise.

#### Buyer

Payment in any part is in acceptance of this offer of contract and the Terms and Conditions contained herein. Any reservations will be construed as a counteroffer of contract and no contract will be created unless the changes are agreed in writing by the Seller.

**Please sign & return one copy with the deposit to confirm works or a return email with confirmation.**

*For online payments please let us know and online banking details can be forwarded on request.*

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_