

## 1. GENERAL

- 1.1 Any contract between Three Piece Joinery Limited 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.
- 1.2 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 Three Piece Joinery Limited 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.
- 1.3 Any contract between Three Piece Joinery Limited and the Customer shall only arise on the written acceptance by Three Piece Joinery Limited of the Customer's order.

## 2. PRICE AND PAYMENT

- 2.1 The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by Three Piece Joinery Limited, or such other price as the parties may agree in writing or orally.
- 2.2 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.
- 2.3 For an "installation" sale, i.e. where items are installed or work is carried out at the Customer's property, a 40% deposit is required along with the signed acceptance. Payment of the remaining Price and VAT shall be due within 7 days of the date of the Seller's invoice.
- 2.4 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 5% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 2.5 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

## 3. QUOTATIONS

- 3.1. Any quotation provided by Three Piece Joinery Limited shall be valid for acceptance by the Customer for a period of 30 days from the date of the quotation, and Three Piece Joinery Limited shall be required to accept an order based on the quotation within this 30 day period.
- 3.2 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 Three Piece Joinery Limited's invoice unless included within our quotation.
- 3.3 Unless otherwise agreed in writing, no quotation shall be subject to any discount.

## 4. GOODS

- 4.1. All Goods shall be required to conform to the specification in the order for Goods by the Customer as accepted by Three Piece Joinery Limited or as otherwise expressly agreed in writing or orally.
- 4.2 Any order for Goods sent by the Customer to Three Piece Joinery Limited shall be deemed to be accepted subject to the Conditions contained herein.
- 4.3 Each order for Goods accepted by Three Piece Joinery Limited shall be deemed to be an individual legally binding contract between the parties.
- 4.4 Where any designs or patterns or specifications have been supplied by the Customer for manufacture by or to the order of Three Piece Joinery Limited 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 Three Piece Joinery Limited 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.

## 5. DELIVERY

- 5.1 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.
- 5.2 Three Piece Joinery Limited 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 Three Piece Joinery Limited reasonable control.
- 5.3 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.

- 5.4 If Three Piece Joinery Limited is unable to deliver the Goods for reasons outside its control, Three Piece Joinery Limited shall be entitled, at the Customer’s expense, to place the Goods in storage until such time as the Goods may be delivered.
- 5.5 Any cancellation of an order must be sent by the Customer to Three Piece Joinery Limited in writing. The Customer is liable to be charged for any materials ordered or work started for an order at the time of cancellation.
- 5.6 Whilst Three Piece Joinery Limited is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying Three Piece Joinery Limited’s invoice, not the insurance company. Three Piece Joinery Limited is unable to deal with insurance companies direct unless agreed in writing between all parties.

## **6. TITLE TO GOODS**

- 6.1 Three Piece Joinery Limited warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 5.2.
- 6.2 Notwithstanding delivery, title in the Goods shall not pass to the Customer until Three Piece Joinery Limited has been paid in full for the Goods. Nothing in this Clause shall prevent Three Piece Joinery Limited from raising an action against the Customer for payment of the Goods.
- 6.3 The title of any unwanted items removed by Three Piece Joinery Limited as debris or rubbish from the Customer’s property transfers immediately to Three Piece Joinery Limited.

## **7. DAMAGE IN TRANSIT**

- 7.1 Upon serving notice within 24 hours of delivery to Three Piece Joinery Limited, the Customer shall be entitled to replacement Goods if Three Piece Joinery Limited is reasonably satisfied that the Goods have been damaged during transportation arranged by Three Piece Joinery Limited.

## **8. GUARANTEE**

- 8.1 Where the Goods have been manufactured by Three Piece Joinery Limited and are found to be defective, or installation work by Three Piece Joinery Limited is found to be defective; Three Piece Joinery Limited shall repair or, at its sole discretion, replace defective Goods free of charge upon the following conditions:
  - 8.1.1 the Customer giving notice of the defect within 5 days of the defect coming to the Customer’s attention;
  - 8.1.2 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;
  - 8.1.3 the defect being due to Three Piece Joinery Limited’s faulty design, workmanship or materials;
  - 8.1.4 the Customer having complied with Three Piece Joinery Limited’s oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and
  - 8.1.5 the defect is not due to rot or insect attack of joinery items as specified in Clause 10.3.
- 8.2 Any Goods to be repaired or replaced under Clause 7 for a “supply only” sale shall be delivered to Three Piece Joinery Limited at the Customer’s expense.
- 8.3 Where the Goods have been manufactured by a third party Three Piece Joinery Limited shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Three Piece Joinery Limited by such third party. This includes items such as double-glazing units.
- 8.4 All external joinery must be fully decorated within 1 month of delivery/installation and then at regular intervals thereafter. Three Piece Joinery Limited will provide joinery with base coat primer/sealer unless instructed otherwise.

## **9. LIMITATION OF LIABILITY**

- 9.1 Subject to Three Piece Joinery Limited’s liability under Clause 5 and subject to Clause 11 Three Piece Joinery Limited 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.
- 9.2 Subject to this Clause 8 and Clause 11 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, Three Piece Joinery Limited grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.
- 9.3 Subject to Clause 12 the liability of Three Piece Joinery Limited under this Agreement howsoever arising shall not exceed the Price.

## **10. JOINERY WORK**

- 10.1 For a “supply only” sale, the Customer is responsible for the accuracy of sizes requested. Any amendments to joinery items ordered due to inaccurate sizes will be charged for.
- 10.2 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, Three Piece Joinery Limited is not liable for any expansion/shrinkage or swelling of these items.
- 10.3 Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.
- 10.4 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.

- 10.5. Three Piece Joinery Limited 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.

## **11. SPECIFIC GOODS**

- 11.1 Doors & 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 Three Piece Joinery Limited cannot accept responsibility for Goods which are not treated as recommended after sale.
- 11.2 Doors: subject to the Customer complying with Clause 11.1 – 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. Three Piece Joinery Limited'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).
- 11.3 Double-Glazed & Glass Items: Although double-glazed units normally reduce condensation on glass, the extent to which condensation is reduced varies from property to property according to environmental conditions and Three Piece Joinery Limited cannot therefore warrant that double-glazed units will definitely reduce condensation. Sealed Double Glazed units are guaranteed not to form condensation within the cavity for a period of 10 years after installation. All mechanical parts such as locks, hinges, handles, etc., are guaranteed not to malfunction during normal use for a period of 1 year after installation. All glass supplied by Three Piece Joinery Limited to the customer will of course be of satisfactory quality but due to the nature of the manufacturing process, Three Piece Joinery Limited cannot accept any liability for minor blemishes and imperfections which are inherent in the manufacturing process. Three Piece Joinery Limited draws to the customer's attention the fact that the glass used has a soft surface and reasonable care should there fore be taken when cleaning it so as to avoid damaging it.

## **12. DEFAULT BY CUSTOMER**

- 12.1 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 Three Piece Joinery Limited arising from such failure) the Customer shall (if so required by Three Piece Joinery Limited) pay Three Piece Joinery Limited interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.
- 12.2 If the Customer shall commit default in or commit any breach of it's obligations to Three Piece Joinery Limited, 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 Three Piece Joinery Limited 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.

## **13. GENERAL**

- 13.1 Nothing in these Conditions shall be construed so as to exclude or limit the liability of Three Piece Joinery Limited for breach of the warranties contained in Clause 6 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 Three Piece Joinery Limited and the Customer for the sale and purchase of the Goods incorporating these Conditions.
- 13.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of Three Piece Joinery Limited for death or personal injury as a result of Three Piece Joinery Limited's fraudulent misrepresentation, negligent actions or those of its employees or agents.

## **14. PLANNING PERMISSION/RESTRICTIVE COVENANTS**

- 14.1 Where applicable Three Piece Joinery Limited might, without any liability on it's part, offer an informal opinion, to the best of its ability, but is not able to give the customer expert advice in respect of legal matters such as the need for planning permission, the effect of planning conditions or other regulatory constraints, etc, which might affect the premises or the proposed Works. Please note that Three Piece Joinery Limited is not and does not employ chartered surveyors, engineers or architects and does not have detailed knowledge of local by-laws which may apply to or affect the carrying out of the Works. It is entirely the responsibility of the customer to check before entering into this contract whether any approvals, plan submissions, freeholder's, head lessee's or mortgagees' consents may be required or whether there are restrictive covenants which may affect the premises and the Works. Three Piece Joinery Limited cannot be responsible for any delay, disruption, claim, expense or other consequence caused by the customer's failure to obtain appropriate planning permission or other such approvals and consents or by breach of a restrictive covenant or lease obligation.

- 14.2 Three Piece Joinery Limited will complete the Works within a reasonable time, although the customer should be aware that the time required may be subject to delays caused by bad weather, staff illness or injury, by difficulties in obtaining products from third parties, by structural difficulties or by difficulties caused by any existing defects in the premises or any additional work required as a result of the final survey or revealed during the execution of the Works.
- 14.3 Three Piece Joinery Limited is not expert in structural surveying. The Works set out and the contract price are agreed on the basis of Three Piece Joinery Limited not encountering any structural difficulties during the course of the work. Structural difficulties shall include but not be limited to the discovery of gas, water, sewerage or electricity mains or inherent subsidence or existing defects in the Premises such as and not limited to the existence of rot, woodworm or wasps nests. The Company reserves the right to vary the Contract Price in the event that structural difficulties are encountered in the course of the work. The Company cannot be held liable for any delay occasioned by such unforeseen structural difficulties coming to light during the work and shall not be obliged to correct and/or overcome the structural difficulties, including but not limited to the requirement for lintels to be installed.

## **15. FORCE MAJEURE**

- 15.1 If the performance of the contract shall be delayed by any circumstances beyond the control of Three Piece Joinery Limited 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 Three Piece Joinery Limited 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 reasonable time thereafter.
- 15.2 If the performance of the contract by Three Piece Joinery Limited shall be prevented by any such circumstances beyond the control of Three Piece Joinery Limited then Three Piece Joinery Limited shall have the right to be discharged from the further performance of any liability under the contract. If Three Piece Joinery Limited exercises such a right then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by Three Piece Joinery Limited.

## **16. CANCELLATION**

- 16.1 No cancellation by the Customer is permitted except where expressly agreed by Three Piece Joinery Limited.
- 16.2 The Customer will in the event of agreed cancellation by the Customer indemnify Three Piece Joinery Limited against all expenses incurred up to the time of such cancellation.

## **17. GOVERNING LAW AND JURISDICTION**

- 17.1. 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.