

Terms and Conditions of Northern Joinery Ltd

1. Definitions

"Conditions" – means terms and Conditions

"Contract" - an agreement for the purchase of the Goods by the Buyer from Northern Joinery Ltd including written quotation of Northern Joinery which is accepted by the customer, or any written order of the customer, which is accepted by Northern Joinery Ltd.

"The customer" - means person, company or organisation as described in the Contract

"The Seller" - means Northern Joinery Ltd and or any subsidiary or associated companies.

"Goods" - means any product or services supplied by the Seller.

2. Basis of the sale - Quotation, prices and orders

- A. These Conditions apply to all Contracts for the sale of Goods by Northern Joinery Ltd and/or subsidiary or associated companies to the exclusion of all other terms and Conditions including any terms and Conditions which the Buyer may purport to apply under any purchase order or similar document.
- B. The description of the Goods shall be set out in the Seller's quotation.
- C. Northern Joinery will sell and the customer will purchase the products in accordance with a written quotation of Northern Joinery which is accepted by the customer, or any written order of the customer which is accepted by Northern Joinery.
- D. Any variation to these Conditions (including any special terms and Conditions agreed between the parties) shall not be applicable unless agreed in writing by the Seller.
- E. Once the order of the goods has been placed and the goods have been placed into production we will not accept cancellation of the order given that the goods are bespoke. The Distance selling Regulations do not apply to goods which are bespoke.
- F. Where retrospective rebated are agreed, during contract negotiations, these shall only be paid providing Northern Joinery payment terms and conditions of sale have been strictly adhered to.

3. Payment

- A. The price shall be the price set out overleaf. The price is exclusive of VAT which shall be due at the rate of ruling on the date of the Seller's invoice.
- B. Any typographical, clerical or other error or omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or information issued by Northern Joinery shall be subject to correction without any liability on the part of Northern Joinery.
- C. Unless otherwise expressly stated by the Seller in writing payment of the price and VAT shall be strictly nett cash payable no later than 30 days from the end of the month of delivery of the Goods. Time for payment shall be of the essence.
- D. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of the payment at the current rate of which falls under and pursuant to Late Payment of Commercial Debt Regulations 2013 whichever is greater.

4. Delivery and Acceptance

- A. Any dates and times quoted for delivery are estimates only and time shall not be of essence. Delay in delivery of the Goods shall not render the Seller liable to any claim by the Buyer for damages.
- B. The customer will not be entitled unreasonably to delay delivery or refuse to accept delivery. If in the opinion of Northern Joinery, the customer;
 - i) Is not ready to receive products on the day agreed; or
 - ii) Fail to give Northern Joinery adequate instructions for delivery of Goods; or
 - iii) Fail to comply with 4.B(ii) in whole or in part then the customer shall be liable for any loss occasioned to Northern Joinery by its neglect, refusal or inability to take delivery of the products and also for such costs and expenses that Northern Joinery may incur in storing the products, if applicable.
- C. The customer is expected to inspect the Goods upon delivery and sign to confirm that they have been checked. No claims for shortages will be entertained unless made within 3 days of the date of delivery.
- D. The Seller shall not be liable for any shortfall in quantity delivered nor for any defect in the quality, nature or condition of the Goods nor any non-compliance with any specification unless a claim in writing is received by the Seller from the Buyer within 3 days from the date of delivery of the Goods. Proof may be required of the Goods which are alleged to be defective or not compliant with the specification.
- E. In the event of any shortages or defect or non-compliance as aforesaid, the Seller shall subject to clause 4.D make good the shortage and/or as appropriate replace or repair free of charge any Goods found to be defective.

5. Risk and Title

- A. If the Buyer fails to make payment for Goods in accordance with this Contract or commits any other breach of this Contract or if distress or execution shall be levied upon any of the Buyers Goods or if the Buyer offers to make any arrangements with his creditors or if any bankruptcy petition is presented against the Buyer or if being a limited company and resolution or petition to wind up, the Buyer shall be presented or if a receiver or administrator shall be appointed over any part of the Buyers business or assets all sums outstanding in respect of the Goods shall become payable immediately. The Seller may without prejudice to any other rights that it may have terminate the Contract with no further notice or, suspend all future Goods to the Buyer without liability on its part or exercise any of its rights pursuant to clause 5.G.
 - B. The Goods shall be at the Buyer's risk as from delivery or from completion of installation, where the seller is responsible for installation.
 - C. In spite of delivery having been made property in the Goods shall not pass from the Seller until:
 - i) The Buyer shall has paid the price plus VAT in full; and
 - ii) No other sums whatever shall be due from the Buyer to the Seller.
 - D. Until property in the Goods passes to the Buyer in accordance with clause 5.C the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way they are clearly identified as the Seller's property.
 - E. Notwithstanding that, the Goods (or any of them) remain the property of the Seller; the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal in principle when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of the sale or otherwise of the Goods shall be held in trust for the Seller and shall not be merged with other money paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
 - F. The Seller shall be entitled to recover the price (plus VAT) notwithstanding that the property in any of the Goods has not passed from the Seller.
 - G. Until such time as property in Goods passes from the Seller, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such a request the rights of the Buyer under claims 5.E shall cease.
 - H. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the Property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
 - I. The Buyer shall insure and keep insured the Goods to the full price against all risks to the reasonable satisfaction of the Seller until the date that property in the Goods passed from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without Prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- ### 6. Liability
- A. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this Contract.
 - B. Under no circumstances whatsoever shall Northern Joinery Ltd accept any contra-charges without prior written notification of the problem, costs involved and our written agreement to accept the contra-charge.
 - C. In the event of any breach of this Contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
 - D. The provisions of the Contract (Rights of Third Parties Act) 1999 shall not apply to this contact and a person who is not a party to this Contract shall have no right under that Act to enforce any term of the Contract.
 - E. This Contract is subject of the laws of England and Wales and all disputed arising out of this Contract shall be subject to the jurisdiction of the courts of England and Wales.