

EM Joinery Services Terms and Conditions

The quotation overleaf or invoice overleaf for any order placed following such quotation are subject to the following conditions of sale in which EM Joinery Services Joinery is referred to as "the Company":

1. Validity of quotation

No order received from a customer by the Company shall constitute a contract until accepted in writing by the Company.

2. Prices

Prices quoted by the Company are firm for 30 days only or until previously withdrawn. Unless otherwise stated, all prices are exclusive of any applicable value added tax, for which the customer shall be additionally liable to the Company.

3. Delivery

Delivery periods and dates are given in good faith, but are not subject of any warranty or condition, and time shall not be of the essence of the contract in these respects. No liability will attach to the Company if delivery periods or dates are not met for any reason whatsoever.

4. Payment

Unless otherwise agreed in writing, the customer shall pay the price in full upon completion/ delivery of goods / services. Invoices for goods will be issued immediately on delivery or after completion and payment is due 14 days from this date. If payment is not made by the due date, the customer shall pay the Company interest at the rate 4% per annum above the base lending rate of Barclays Bank plc from the due date for payment until the date of actual payment. The customer shall pay the price in full upon completion/ delivery of goods / services. If payment is not made within 30 days of the due date, the customer shall pay the Company interest at the rate 4% per annum above the base lending rate of Barclays Bank plc from the due date for payment until the date of actual payment. The Company reserves the right to demand a deposit of up to 50% of the price of the goods supplied.

5. Warranty

The Company warrants that all goods supplied by it will correspond to their specification and will be free from defects in materials or workmanship for a period of 60 months from the date of delivery.

The Company's obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods which shall be returned to the Company by the customer. This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:

5.1 Claims must be notified in writing to the Company within seven days from the date of delivery or (where the defect is not apparent on reasonable inspection) as soon as practicable after discovery of the defect.

5.2 The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

5.3 The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.

5.4 The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.

5.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

5.6 Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

6. Carriage Packaging

Carriage and insurance charges in respect of delivery of the goods to the customer will be charged to the customer at cost to the Company.

7. Damage in transit.

The Company does not accept any liability for loss or damage to the goods while in transit to the customer.

8. Risk & Title

The Goods shall be at the Buyer's risk as from delivery.

8.1 Without prejudice to condition 10 and in spite of delivery having been made property in the Goods shall not pass from the Seller until:

8.1.1 the Buyer shall have paid the Price plus VAT in full; and

8.1.2 no other sums whatever shall be due from the Buyer to the Seller.

8.2 Until property in the Goods passes to the Buyer in accordance with clause 8.1 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 that they are clearly identified as the Seller's property. The risk in the goods shall pass to the customer, or be deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

9. Force majeure

The Company shall not be liable to the customer, or be deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the goods, if the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

10. Reservation of title

The goods sold under these conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the goods, or until the goods are resold by the customer, whichever shall first occur. If the customer shall enter onto liquidation, have a winding-up order made against it, or have a receiver, administrator or administrative receiver appointed over its assets, income or any part thereof before the property in the goods has passed in accordance with this condition, the Company shall be entitled, immediately after giving notice of its intention to repossess the goods, to enter upon the premises of the customer with such transport as may be necessary and to repossess any goods to which it has title under this condition. No liquidator, receiver, administrator or administrative receiver of the customer shall have authority to sell goods to which the Company has title without the prior written consent of the Company.

11. Insolvency of customer

If the customer, being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding-up, or if a receiver, administrator or administrative receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract, and shall be entitled to charge for work already carried out (whether completed or not) and for goods and materials already purchased for the customer, such charge to be an immediate debt due from the customer.

12. Patent rights, etc

The acceptance of a quotation includes the recognition by the customer of the right of the Company under any patents, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

13. Applicable law

These conditions shall be governed by and construed in accordance with English law and the parties acknowledge and accept the exclusive jurisdiction of the English Courts.

14. Conditions applicable

These conditions shall apply to all contracts for the sale of goods by the Company to a customer to the exclusion of all other terms and conditions which a customer may purport to apply under any purchase order, confirmation of order or similar document and all orders for goods shall be deemed to be an offer by the customer to purchase goods subject to these conditions.