



## Terms & Conditions

### Standard Conditions of Sale

#### 1. Orders of goods

1.1 The Customer shall order the goods from the Company and such order will be confirmed on the Company's standard Order confirmation pages and subsequent standard documents (hereafter the 'Standard Document') from time to time in use.

1.2 Where the Customer is not an individual the person placing the order shall be deemed to have the requisite authority to bind the Customer in the placing altering or cancelling of orders.

#### 2. Cancellation or variation of orders

2.1 With the exception of Window and Door installations, which are subject to a 7 day cooling off period as shown in 2.2, no order which has been accepted by the Company may be cancelled or varied by the Customer except with the agreement in writing of the Company and, at the Company's absolute discretion, on the condition that the Customer shall indemnify the Company in full against any losses, costs, damages, charges and expenses incurred by the Company as a result of the cancellation or variation including loss of profit, labour and materials.

2.2 Orders for Window and Door installations are subject to a 7 day cooling off period. If you are unhappy with your contract for any reason it can be cancelled to obtain a full refund of the deposit. The customer needs to inform the company in writing of this within 7 days of the contract date by sending or taking this to Create Joinery, Unit 10, Europa Way, Swansea West Business Park, Swansea, SA5 4AJ . In the interest of certainty any cancellation needs to be by recorded delivery

#### 3. Price

3.1 The Price shall be that stated on the Standard Document subject to any increase in the cost to the Company which is due to any factors beyond the control of the Company (such as without limitation, alteration of duties, foreign exchange fluctuations, significant increase in the costs of labour, materials or other cost of manufacture). The Company will inform the Customer of such increase as soon as reasonably practicable.

#### 4. Payment

4.1 Payment shall be 30% on confirmation, 30% on manufacture, 40% on or prior to delivery, any variation on this needs to be agreed in writing by the Company.

4.2 Time shall be of the essence in respect of payment.

4.3 If the Customer fails to make any payment in accordance with the terms hereof then without prejudice to any other right or remedy available to the Company the Company may:

a) rescind the Contract or suspend any further deliveries and

b) charge the Customer interest (both before and after any judgement) on all amounts outstanding at the rate of 4% per annum above the base lending rate for the time being enforced by the Bank of England or any other Bank of the Company's choice and

c) appropriate any payment made by the Customer to such goods as the Company may in its absolute discretion think fit

4.4 The Company reserves the right to refuse to execute any order if the Customer's credit standing is not satisfactory to the Company

4.5 The Customer may not withhold payment of any invoice or any other sum due to the Company by reason of set off or counter claim for any reason whatsoever

4.6 If the Standard Documents state that delivery is to be by instalments each such instalment shall be deemed to be a separate contract and the terms hereof shall apply to each such contract accordingly.

#### 5. Delivery and acceptance

5.1 Where the Company is to deliver the goods to a site or location noted on the Standard Document the Company's obligation is limited to delivering the goods to site safe for unloading as near to the site set out on the Standard Document as is reasonably practicable.

5.2 The Customer shall be responsible for providing the necessary labour to unload and stack the goods from the transportation used for delivery.

5.3 If the Customer fails to take delivery of the goods or fails to give the Company adequate delivery instructions in accordance with the terms hereof (otherwise and by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may:

- a) store the goods until actual delivery is rearranged and charge the Customer for the reasonable cost (including insurance and transport) of storage and/ or
- b) sell the goods at the best price readily obtainable and after deduction of all expenses and costs account to the Customer for any excess over the price or charge the Customer for any shortfall below the price such sums being due in accordance with the terms hereof.

5.4 Any dates and times quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.

5.5 The goods may be delivered by the Company in instalments in advance of any delivery date upon reasonable notice to the Customer.

5.6 The goods shall be deemed to be accepted by the Customer unless the Company receives written notice to the contrary within 7 working days after the date of delivery.

## **6. Damage shortage or loss in transit**

6.1 The Company shall not be liable for any claim for damage shortage or loss in transit unless:

- a) in the case of shortage notice is given to the Company by the Customer specifying the shortage on the receipt note signed by the Customer and retained by the Company at the time of delivery.
- b) in the case of damage or non delivery written notice is received by the Company within 7 working days after the issue by the Company of its invoices.
- c) where a delivery is by a separately contracted carrier, the carrier has been notified in accordance with the carrier's conditions of carriage and the Company has received written notice of the damage or shortage within 3 working days of delivery.

## **7. Suitability of goods and samples**

7.1 The Customer shall be responsible for ascertaining whether the goods are suitable for his specific purpose except where the Customer has stipulated in writing that he is relying upon the Company's skill and judgement and the Company has accepted such a stipulation in writing.

7.2 Any samples supplied prior to the date hereof are intended to give an approximate idea of general quality and no condition or warranty is given or implied by the Company that the goods the subject hereof will in all correspond to the sample.

7.3 The Company reserves the right to charge the normal sale price in respect of any samples supplied provided that the Company has given notice of its intentions to do so to the Customer before the sample is supplied.

## **8. Warranties and liability**

8.1 Subject to the terms hereof the Company warrants that the goods will correspond with the specification on the Standard Document at the time of delivery and will be free from defects in material and workmanship as warranted in detail in the warranty document.

8.2 The conditions referred to above include the following:

- a) that the Company shall have no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer contrary to the Company's advice.
- b) that the Company shall have no liability in respect of any defect arising from fair wear and tear wilful damage, negligence, abnormal working conditions, misuse or alteration of the goods or failure to follow the Company's written instructions contained or referred to in any brochure, catalogue or specification issued by the Company in relation to the goods
- c) that the Company shall have no liability to the Customer if the price for the goods has not been paid in full by the Customer.

8.3 All terms conditions and warranties (whether implied or made expressly, whether by the Company or its servants or agents or otherwise) other than those expressed in the terms, conditions and warranties set out in this Agreement (relating to the quality and/ or fitness of purpose of the goods or any of the goods and any services provided hereunder) are excluded to the maximum extent permitted by law.

## **9. Agreements and Declaration**

9.1 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with the terms hereof the Company shall be entitled to replace the goods free of charge or at the Company's absolute discretion refund to the Customer the price (or a proportionate part thereof if applicable) but the Company shall have no further liability to the Customer

10. This agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.

11. Total liability by the party under this agreement shall not exceed the Price.

12. In the event that one clause or part of a clause is deemed by a Court of competent jurisdiction to be unenforceable or void then that shall not affect the enforceability of the remainder of the document.

13. The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed in writing by the Company. In entering into this agreement the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations that are not so confirmed.

14. The Company shall not be liable for any indirect losses to the Customer.

15. This agreement, together with the Company's Product Warranty form the entire agreement between the parties.