



A DEE KAY JOINERY LIMITED TERMS AND CONDITIONS OF SALE

1. FORMATION OF CONTRACT:

1.1 All quotations and order made or accepted by the Company shall be deemed to incorporate these terms and conditions together with any special conditions on or annexed to our quotation.

1.2 No variation of or addition to, or substitution for, such terms or conditions shall be binding on the Company unless expressly accepted by the Company in writing.

1.3 Quotations are made subject to fluctuations in price whether accruing before or after acceptance.

1.4 The Company reserves the right to withdraw quotations at any time before acceptance.

1.5 Verbal, telephoned or facsimile order and any variations to order must be confirmed by the customer in writing otherwise the Company accepts no responsibility for errors or subsequent misunderstandings.

2. TERMS OF PAYMENT:

Unless otherwise stated all accounts are nett and due for payment at the end of the month following manufacture.

3. TIME FOR DELIVERY:

Time for delivery shall not be on the essence of the contract. Whilst we will do our utmost to keep to any stated despatch of delivery date. We accept no liability for any damage, consequential loss or any expense incurred resulting from delay whatsoever the same shall be caused.

4. DELIVERY:

4.1 The title to goods shall not pass to the Buyer until payment has been made of the full contract price and in cases of non-payment the Company shall be entitled to repossess or trace the goods or the proceeds of sale in your hands or in the hands of any Liquidator or Receiver.

4.2 The Company reserve the right to repossess any goods sold hereunder to the Buyer in which payment is overdue and thereafter to re-sell the same; and for this purpose the Buyer hereby grants and irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles upon all and any premises on which such goods may be. These rights shall continue to subsist notwithstanding the termination of this contract whether through the happening of any of the events specified in Condition 4 or otherwise and without prejudice to any accrued rights of the Company hereunder.

4.3 Each delivery shall be considered as a separate contract and a failure of any goods in a particular delivery shall not vitiate the contract as to the remainder.

4.4 The Customer shall be responsible for off-loading and shall indemnify the Company against all liability whatsoever arising there from or related thereto.

5. SHORTAGES, DAMAGE OR LOSS IN TRANSIT:

5.1 Any claim for alleged shortages or damage however arising will be considered only if:-

- a. Receipt of goods, Delivery Note has been signed for as 'Not Examined', 'Incomplete' or to that effect.
- b. A written complaint is made to us and the carriers (where applicable) within three days of receipt of goods.
- c. We are given an opportunity to inspect.
- d. The Buyer shall prove to the Company's satisfaction identification of the goods in question.

5.2 Any claim for goods lost in transit will be considered only if a written complaint is made to us within three days.

6. GUARANTEE AND GENERAL LIABILITIES:

6.1 Goods are not tested or sold fit for any particular purpose and any term of warranty or condition expires or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Company's liability (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. Notice of any claims arising out of or in connection with this contract must be given in writing to the Company within seven working days from the date when the goods were collected or delivered, failing which all such claims shall be deemed to be waived and absolutely barred. The Company shall be under no liability whatsoever unless the Buyer can prove to the Company's satisfaction identification of the goods complained of.

6.2 When the Company is asked for advice as to the suitability of any product, such advice will be given to the best of our ability and in good faith but such advice is given only to the express condition that we are exempt from liability for failure in performance.

6.3 We shall not be liable for any consequential loss, injury or damage of any nature whatsoever arising out of this contract or in connection with any goods sold hereunder.

7. FORCE MAJURE

We shall be entitled to cancel or rescind any contract without liability for any loss or damage resulting there from if performance of our obligations under the contract is in any way affected by war, riot, restraint of Government, strike, lockout, dispute with workpeople, shortened hours of labour, fire accident. Non availability of materials, stoppage or interference with transport compliance with Government requirements or any cause which we have/had power to avert.

8. CANCELLATION OR SUSPENSION

8.1 No cancellation, suspension or variation of this contract requested by the Buyer shall be valid unless agreed with us in writing and such agreement will only be given, subject to adequate compensation for expenses incurred in connection with the contract and for the loss of profit.

8.2 In addition to the above compensation the company may impose a cancellation charge at its discretion.

8.3 If we are asked to store goods because of the fault of the customer after the goods are ready for despatch, the customer shall pay for storage and all other charges. The storage will be at the customer's risk and will not entitle the customer to postpone payment of any sums due to us.

8.4 If the Buyer enters into a Deed of Agreement or compounds with his creditors or if a Receiving Order is made against him or (if a company) and Order of Winding Up is made or a resolution for Winding Up is passed or if a Receiver is appointed or if the Buyer becomes insolvent or in the event of any breach of this contract by him the Company may stop any goods in transit or suspend further deliveries and may determine the contract without prejudice to any existing claim. Nothing in this contract shall prejudice any other right vested in the Company.

9. LAW APPLICABLE

9.1 These terms and contract between the parties shall in all respect be construed and have effect according to English law.

10. TIMBER WINDOWS AND DOORS

10.1 All cut ends to be treated with wood preservative and primed before fixing.

10.2 All joinery to be kept dry and 1 coat of undercoat applied within 7 days of fixing

10.3 Doors to be stored flat and dry.

10.4 All cut ends, hinge cut outs and lock cut outs to be treated with wood preservative and primed.

11. GLASS

11.1 All glass to be sealed in glazing mastic/putty (Butane).

11.2 All beads to be placed in mastic. All pins to be punched under and filled.

11.3 Double glazed units are to be packed up off frame rebates.

12. FINISHING

12.1 All joinery to receive finishing coats as per Manufacturers recommendations within four weeks

12.2 Further coats should be applied at the frequency of paint manufacturer recommendation.