

# SCOPE JOINERY LTD

## TERMS AND CONDITIONS OF SALE

1. Scope Joinery Limited hereinafter called the "Company" sells its products only in accordance with the conditions of sale set out below. The Company will not accept any variation to these conditions unless previously given in writing by a Director of the Company. Failure to comply with these terms and conditions will invalidate any guarantee given by the Company.
2. All delivery dates given by the Company are approximate and not binding unless otherwise agreed in writing, and the Company can accept no responsibility in failing to do so or accept any liquidated damages arising from this. The Company does not accept liability for non-delivery as a result of: carriers, vehicle breakdowns, goods in transit, war, flooding, civil unrest, delays due to strikes or any cause beyond the Company's control.
3. The Company does not accept responsibility for building compliance design detail and the client is responsible for the structural integrity of the final design. If structural integrity details are required, these can be quoted for separately.
4. The Company may send to the client drawings for approval, which after 7 days will be deemed to have been approved.
5. Delay in approval of the manufacturing details and/or delay in payment may impact delivery.
6. No goods can be returned to the Company for credit. Any purpose made door, window or joinery item that has been incorrectly ordered by the customer and that has already been either received by the customer, or manufactured awaiting delivery or collection by the customer will be subject to payment in full.
7. The Customer shall be responsible for the accuracy of an order and for giving the Company any information necessary for the Company to perform the Contract.
8. Our Payment Terms are Strictly Nett Cash except for credit accounts. For Nett Cash terms, a deposit is due with order, with further payment mid manufacture and the final full balance due before any delivery unless otherwise agreed in writing.
9. The Company reserves the right at any time at our sole discretion to demand security for payment before continuing with our delivery of goods in satisfaction of any orders regardless of any subsisting agreement to provide credit to the customer.
10. The customer shall reimburse to the Company the entire cost of representing any cheque or other instrument delivered to us in payment of any sum due.
11. Non payment of account may result in the Company withholding orders. Notification in such event may not be given.
12. In cases where we are supplying only, our liability for delivery ends on the tailboard of our vehicle the customer is responsible for providing the necessary labour and equipment to safely unload and stack the product.
13. The Customer shall have no right to reject Products and/or Services for late delivery and/or performance unless the due date for delivery and/or performance has passed and the Customer has served on the Company a written notice requiring the Contract to be performed and giving the Company not less than 14 days in which to do so.
14. We manufacture all items to set tolerances to give the correct performance levels. The Company does not accept liability for products stored or installed incorrectly by others, and for expansion and contraction due to climatic conditions. For pre-finished products these are required to be held above 5°C to cure following decoration for a three week period during the summer months and for a four week period during winter months. Although products fitted by ourselves that have been stored/treated correctly will be snagged free of charge for the first 12 months.
15. We reserve the right to make delivery by instalments, and to tender separate invoices in respect of each instalment being deemed a separate contract, and for that payment to be made in full without set off or holding, and to the conditions of the account and without reference to and notwithstanding any defect of default in delivery of any other instalment.
16. In the event of any goods or any packing or container being delivered and deposited whether on the public highway or elsewhere the customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection of persons or property in relation to such goods, packing or container and shall indemnify us in respect of all or any costs claims losses or expenses which we may incur as a result of such delivery.
17. The Customer is responsible for checking and satisfying itself that any specification given is accurate and adequate for the Products and/or Services.
18. The Company shall have no liability for errors in any specification or details supplied by the Customer.
19. Where specifications and/or drawings for the Products and/or Services are supplied by the Customer then the Customer is solely responsible for their accuracy.
20. The Customer agrees to hold harmless and indemnify the Company against all claims, losses, actions, liabilities, costs (including legal costs on a full indemnity basis) and other losses arising out of the Company's use of specifications, details and/or drawings supplied by the Customer or Customer's representative.
21. All claims on the Company must be made in writing immediately on receipt of goods, unless a defects liability period has been agreed.
22. The Company does not accept liability for any consequential loss, damage or physical injury as a result of failure where goods have been used for purposes outside their normal use and the manufacturer's specification. The company will accept no responsibility for any consequential loss (to include loss of profits) arising from defective materials and/or workmanship.
23. Risk in the goods shall pass to the customer or his Agent when collection or delivery takes place. Responsibility for the care and security of the goods is passed to the customer on signature of our delivery note. When the delivery note is signed the goods are accepted as checked and in good condition. If the Company is fitting the goods, risk shall pass on completion of the fitting.
24. If on collection or delivery the goods are found to be damaged, or of incorrect specification the company must be made aware within 14 days of delivery or completion of fitting. Any defects arising whilst goods are in service will be corrected for up to 12 months. It is the customer's responsibility to ensure the goods are visually correct before any joinery is fitted or altered in any way. Alteration, use or fitting of the product supplied by the customer will confirm acceptance of the goods as being the correct size and specification. The Company will at its own cost replace, repair or alter any product that is of incorrect specification. The Company will not accept any deduction from amounts due for replacement, repair or alteration of the product when it is reasonable for the Company to complete this work. Any claim with regard to an item shall not exceed the invoiced amount for that particular item.
25. Even though risk in the goods has passed in accordance with the above (risk in the goods) the customer will not own the goods until the Company is paid for the goods and no other amounts are outstanding from the customer to the Company in respect of other goods supplied by the Company. The Company, procuring a licence to recover goods, has the right to go on the premises of the client to recover such goods.
26. The customer shall not assign to any other person any rights arising from a sale of the goods or the altered goods without the express consent of the Company in writing.
27. Any agreements between the Company and the Customer shall be governed by English Law and within the exclusive jurisdiction of the English Courts.