



## Terms And Conditions Of Sale

The following terms and conditions ("the Conditions") are the terms on which Sanderson's Fine Furniture & Joinery Ltd sells products and/or provides a joinery service ("the Goods") and supersedes all other terms and conditions relating to the subject matter of these Conditions, apart from further or altered conditions specified in individual estimates or quotations:

### 1 General

- 1.1 Any contract between Sanderson's Fine Furniture & Joinery Ltd and any of its Customers for the supply and/or services shall automatically incorporate these Conditions, which shall prevail over any other terms and Conditions attached to the Customer's order.
- 1.2 The waiver of any Conditions herein at any time by the Customer shall not be effective unless it is specifically agreed in writing by Sanderson's Fine Furniture & Joinery Ltd and shall constitute a waiver for the purpose of that particular transaction only and all other Conditions herein shall remain in full force and effect.
- 1.3 Any contract between Sanderson's Fine Furniture & Joinery Ltd and the Customer shall only arise on the written acceptance by Sanderson's Fine Furniture & Joinery Ltd of the Customer's order via a Confirmation of Order.

### 2 Quotations

- 2.1 Any quotation provided by Sanderson's Fine Furniture & Joinery Ltd shall be valid for acceptance by the Customer for a period of 30 days from the date of the quotation. Sanderson's Fine Furniture & Joinery Ltd reserves the right to re-validate any quote that has expired prior to accepting an order from the Customer.
- 2.2 Following the Customer's acceptance of the quotation, Sanderson's Fine Furniture & Joinery Ltd will provide the Customer with a Confirmation of Order. Confirmation of Orders must be signed by the Customer and returned to Sanderson's Fine Furniture & Joinery Ltd before it can be accepted as an order (emailed or written confirmation is acceptable).
- 2.3 No order received from a Customer by the Sanderson's Fine Furniture & Joinery Ltd shall constitute a contract until accepted in writing by the Sanderson's Fine Furniture & Joinery Ltd via a Confirmation of Order.
- 2.4 Unless explicitly stated, staining, painting or finishing of the Goods is not included in the quoted Price ("the Price").

### 3 Price And Payment

- 3.1 The Price for the Goods ("the Price") shall be the Price as stated on the Confirmation of Order provided by Sanderson's Fine Furniture & Joinery Ltd, plus any additional costs that may be incurred through amendment of the Order by the Customer. Additional costs will be explained to the Customer and the new Price agreed in writing. Estimates are not the exact total and the Price of Goods may vary.
- 3.2 Unless otherwise stated, all Prices are exclusive of any applicable Value Added Tax (refer to HMRC for current rates), for which the Customer shall be additionally liable to pay to Sanderson's Fine Furniture & Joinery Ltd.
- 3.3 For a "supply only" sale, i.e. where Goods are sold without installation at the Customer's property, payment of the Price shall be:
  - o 50% deposit towards the cost of materials prior to any work commencing on Goods
  - o 50% cleared balance payment made by the Customer prior to collection/delivery of the Goods from the workshop**No Goods will leave the workshop premises without being paid for in full (if paying via cheque funds must be cleared in the Bank prior to release of Goods).**
- 3.4 For an "installation" sale, i.e. where Goods are installed or work is carried out at the Customer's property, payment of the Price shall be:
  - o 50% deposit towards the cost of materials prior to any work commencing on Goods
  - o 40% cleared interim payment prior to installation of Goods
  - o 10% on completion of installation of Goods (final payment within 3 working days)**No Goods will leave the workshop premises prior to installation without the 40% interim payment being paid for in full (if paying via cheque funds must be cleared in the Bank prior to release of Goods).**
- 3.5 Sanderson's Fine Furniture & Joinery Ltd understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if invoices are not paid according to the terms above.

### 4 Goods

- 4.1 All Goods will conform to the specification in the Confirmation Of Order unless otherwise agreed in writing and a new Confirmation of Order is produced.
- 4.2 Sanderson's Fine Furniture & Joinery Ltd will not accept any liability for errors in Goods provided based on the agreed Confirmation of Order.
- 4.3 A Confirmation of Order for Goods accepted by Sanderson's Fine Furniture & Joinery Ltd shall deem that the Customer has accepted the Terms and Conditions of Sale for the Goods and is a legally binding contract between the parties.

### 5 Order Amendment

- 5.1 Sanderson's Fine Furniture & Joinery Ltd will accept amendment to Customer orders but where the amendments incur additional cost in time and materials, Sanderson's Fine Furniture & Joinery Ltd will amend the Price chargeable to the Customer.
- 5.2 Wherever practicable Sanderson's Fine Furniture & Joinery Ltd will accommodate amendment to orders up to **10 working days** prior to production commencing but amendments thereafter may result in the job having to be rescheduled. Sanderson's Fine

Furniture & Joinery Ltd shall be entitled to raise an administration charge of £50.00 (excluding VAT) to the Customer in such cases.

## **6 Delivery**

- 6.1 The Customer shall be deemed to have accepted the Goods upon completion of the "installation" work, or upon delivery/collection for a "supply only" sale. The Customer must following inspection sign a Installation/Delivery/Collection Note accepting that the Goods were received in good condition.
- 6.2 Sanderson's Fine Furniture & Joinery Ltd shall not be liable to the Customer or be deemed to be in breach of the Conditions by reason of any delay or failure in a "supply only" sale or in "installation" work if the delay or failure was due to any cause beyond Sanderson's Fine Furniture & Joinery Ltd's reasonable control.
- 6.3 Any delivery dates provided by Sanderson's Fine Furniture & Ltd are estimates and Sanderson's Fine Furniture & Ltd will not be held liable for any delay in completing an Order.
- 6.4 The risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery/collection for a "supply only" sale.
- 6.5 If Sanderson's Fine Furniture & Joinery Ltd is unable to deliver the Goods for reasons outside its control, Sanderson's Fine Furniture & Joinery Ltd shall be entitled, at the Customer's expense, to place the Goods in storage until such time as the Goods may be delivered.
- 6.6 Any cancellation of an Order must be sent by the Customer to Sanderson's Fine Furniture & Joinery Ltd in writing. The Customer is liable to be charged for any materials ordered or work completed on the Goods at the time of cancellation.
- 6.7 Whilst Sanderson's Fine Furniture & Joinery Ltd is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying Sanderson's Fine Furniture & Joinery Ltd's invoice, not the insurance company. Sanderson's Fine Furniture & Joinery Ltd is unable to deal with insurance companies direct. All insurance work must be paid for in full prior to manufacturing/installing/supplying of Goods.

## **7 Title To Goods**

- 7.1 Sanderson's Fine Furniture & Joinery Ltd warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 6.2.
- 7.2 Notwithstanding delivery, title in the Goods shall not pass to the Customer until Sanderson's Fine Furniture & Joinery Ltd has been paid in full for the Goods. Nothing in this Clause shall prevent Sanderson's Fine Furniture & Joinery Ltd from raising an action against the Customer for payment of the Goods.
- 7.3 The title of any unwanted items removed by Sanderson's Fine Furniture & Joinery Ltd as debris or rubbish from the Customer's property transfers immediately to Sanderson's Fine Furniture & Joinery Ltd.

## **8 Damage In Transit**

- 8.1 The Customer shall be entitled to repair/replacement of Goods if Sanderson's Fine Furniture & Joinery Ltd is reasonably satisfied that the Goods have been damaged during transportation arranged by Sanderson's Fine Furniture & Joinery Ltd.
- 8.2 Sanderson's Fine Furniture & Joinery Ltd is not liable for any damage caused during transportation if the Customer collects/transport/arranges transport of the Goods.

## **9 Guarantee**

- 9.1 Sanderson's Fine Furniture & Joinery Ltd's obligation in the event of a breach of this warranty is limited to the repair or, in its sole discretion, replace of any defective Goods free of charge. 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:
  - 9.1.1 the Customer giving notice of the defect to Sanderson's Fine Furniture & Joinery Ltd within **5 working days** from the Goods delivery/collection date or where the defect is not apparent on reasonable inspection as soon as practicable after discovery of the defect: such notice being served within **30 days** of delivery/collection;
  - 9.1.2 the Customer giving notice of the defect to Sanderson's Fine Furniture & Joinery Ltd within **5 working days** from the Goods date of installation or where the defect is not apparent on reasonable inspection as soon as practicable after discovery of the defect: such notice being served within **180 days** of installation;
  - 9.1.3 Sanderson's Fine Furniture & Joinery Ltd shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer;
  - 9.1.4 the defect being due to Sanderson's Fine Furniture & Joinery Ltd's faulty design, workmanship or materials;
  - 9.1.5 Sanderson's Fine Furniture & Joinery Ltd shall be under no liability if the defect or failure, in the reasonable opinion of Sanderson's Fine Furniture & Joinery Ltd, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Sanderson's Fine Furniture & Joinery Ltd's instructions, or alteration or repair of the goods without Sanderson's Fine Furniture & Joinery Ltd's prior approval;
  - 9.1.6 the Customer having complied with Sanderson's Fine Furniture & Joinery Ltd's oral or written instructions as to storage, use or maintenance of the Goods or in accordance with good trade practice;
  - 9.1.7 Sanderson's Fine Furniture & Joinery Ltd will not be held liable or responsible for any defect or issues caused to the Goods that have been installed by a third party;
  - 9.1.8 if the defect is not due to rot or insect attack;
  - 9.1.9 Sanderson's Fine Furniture & Joinery Ltd shall be under no liability if the Price for the Goods has not been paid by the due date for the balance payment.
- 9.2 Any Goods to be repaired or replaced under Clause 8.1 for a "supply only" sale shall be delivered to Sanderson's Fine Furniture & Joinery Ltd at the Customer's expense.
- 9.3 Where the Goods have been manufactured by a third party Sanderson's Fine Furniture & Joinery Ltd shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Sanderson's Fine Furniture & Joinery Ltd by such third party. This includes Goods such as double-glazing units and UPVC Goods.

- 9.4 Whilst every attempt is made to minimize the risk of timber expansion and contraction of external/internal joinery Goods by allowing tolerance within the design, Sanderson's Fine Furniture & Joinery Ltd shall be under no liability if the defect is due to movement, expansion, swelling or contraction.

## **10 Limitation Of Liability**

- 10.1 Subject to Sanderson's Fine Furniture & Joinery Ltd's liability under Clause 6 shall not be liable to the Customer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.
- 10.2 Subject to this Clause 9 all other Conditions, warranties or other stipulations concerning the Goods whether expressed or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, Sanderson's Fine Furniture & Joinery Ltd grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.
- 10.3 Subject to Clause 12 the liability of Sanderson's Fine Furniture & Joinery Ltd under this Agreement howsoever arising shall not exceed the Price.

## **11 Joinery Work**

- 11.1 For a "supply only" sale, the Customer is responsible for the accuracy of sizes requested. Any amendments to joinery Goods ordered due to inaccurate sizes will be charged for.
- 11.2 Whilst every attempt is made to eliminate the expansion and contraction of external/internal joinery Goods by allowing a certain amount of clearance, Sanderson's Fine Furniture & Joinery Ltd is not liable for any movement, expansion, swelling or contraction of these Goods.
- 11.3 All external joinery Goods purchased by the Customer unfinished will **not be** covered by Clause 9, due to Sanderson's Fine Furniture & Joinery Ltd not undertaking staining or painting, therefore Sanderson's Fine Furniture & Joinery Ltd are unable to establish when the Customer undertook the process of finishing the Goods.
- 11.4 Unless otherwise stated, staining or painting of joinery Goods is not included in the estimated or quoted Price.

## **12 Default By Customer**

- 12.1 If the Customer shall fail to pay the Price for the goods and/or services by the due date for payment, the (without prejudice to any other rights of Sanderson's Fine Furniture & Joinery Ltd arising from such failure) the Customer shall (if so required by Sanderson's Fine Furniture & Joinery Ltd) pay Sanderson's Fine Furniture & Joinery Ltd interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.
- 12.2 If the Customer shall commit default in or commit any breach of its obligations to Sanderson's Fine Furniture & Joinery Ltd, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Customer shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against them, or if the Customer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, or if the Customer shall be insolvent then without prejudice to any other rights available to Sanderson's Fine Furniture & Joinery Ltd it may forthwith cancel any contract then subsisting with the Customer or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.

## **13 General**

- 13.1 Nothing in these Conditions shall be construed so as to exclude or limit the liability of Sanderson's Fine Furniture & Joinery Ltd for breach of the warranties contained in Clause 7 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between Sanderson's Fine Furniture & Joinery Ltd and the Customer for the sale and purchase of the Goods incorporating these Conditions.
- 13.2 Except in the case of death or personal injury caused by Sanderson's Fine Furniture & Joinery Ltd's negligence Sanderson's Fine Furniture & Joinery Ltd shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

## **14 Governing Law And Jurisdiction**

- 14.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.