

TERMS & CONDITIONS

The following terms and conditions ("the **Conditions**") are the terms on which F. J. De La Haye & Son (Joinery Contractors) Ltd sells products and / or provides a joinery service ("the **Goods**" which expression shall where the context so requires apply in respect of the whole or any part of them) and supersedes all other terms and conditions relating to the subject matter of these Conditions, apart from further altered conditions specified in individual estimations.

Parties:

"**Seller**" means F.J. De La Haye & Son (Joinery Contractors) Ltd

"**Buyer**" means any legal person to whom the Seller sells goods under a contract of supply of goods and/or services.

Formation of contract / Estimations

Any estimation sent to the Buyer by the Seller is sent on the basis exclusively that these Conditions are the conditions of contract that shall bind the Seller and the Buyer to the exclusion of any other terms and conditions ("the **Estimation**"). The Estimation shall be valid for acceptance by the Buyer (in writing) for a period of 14 days from the date of the Estimation.

Any order sent to the Seller by the Buyer shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon the Conditions.

Each Estimation which is so accepted shall constitute an individual legally binding contract between the Seller and the Buyer and such contract is hereafter referred to in the Conditions as an "**Order**".

In the event that the Seller is to provide to the Buyer any services additional to the supply of the goods referred to in the Order then such supply of services shall be confirmed to the Buyer in writing by the Seller.

Where the Buyer will be supplying the goods on to a third party, it is the responsibility of the Buyer to bring the Conditions to the attention of the third party.

The Conditions shall override any contrary different or additional terms of conditions howsoever contained on or referred to in any order form or any other documents or correspondence from the Buyer, and no addition, alteration or substitution of these terms will bond the Seller or form part of any Order unless such addition, alteration or substitution is expressly accepted in writing by a person authorised to sign on the Seller's Specification.

The Estimation provided by the Seller is exclusive of GST (Goods and Services Tax) which will be added to the Buyer's invoice at the time of billing by the Seller.

Unless otherwise agreed in writing, no Estimation shall be subject to any discount.

Goods

All goods supplied by the Seller shall be in accordance with (i) the Estimation and (ii) those further specifications or descriptions (if any) expressly listed or set out in the face of the Estimation. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Estimation. The Buyer is solely responsible for ensuring the suitability and fitness for purpose of all goods ordered from the Seller regardless of the end-user of the goods. Where any designs or patterns or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller than the Buyer warrants that the use of those designs, patterns or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the intellectual property or other rights of any third party. The Buyer shall indemnify and keep indemnified the Seller against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters, patent, copyright, registered design, registered trademark or any other protection subsisting in favour of any third party in any such pattern or specification.

Acceptance

The Buyer shall be deemed to have accepted all goods upon either their delivery by the Seller to the address specified in the Estimation or upon collection from the Seller's address.

The Seller shall not be liable to the Buyer 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 the Seller's reasonable control.

Payment

The Seller does not take deposits upon receipt of an Order. Upon commencement of works, the Seller may issue interim payments which are to be settled within 14 days. Upon completion of the Order, the Seller will issue a final invoice (less any interim payments received) which is to be settled within 14 days.

The Seller understands and will exercise its statutory right to claim interest and compensation for debt recovery costs if the Seller is not paid in accordance with these terms.

Delivery and risk

Any time or date for delivery given by the Seller is given in good faith, but is an estimate only as the goods or parts of them may be subject to importation and/or manufacture abroad and accordingly, time is expressly not of the essence of the contract.

All risk in the Goods shall pass to the Buyer upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale unless agreed otherwise in writing between parties.

If the Seller is unable to deliver the Goods for reasons outside its control, the Seller shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered.

Any cancellation of an Order must be sent by the Buyer to the Seller in writing. The Buyer is liable to be charged for any materials ordered or work started for an order at the time of cancellation.

Whilst the Seller is pleased to undertake insurance work, this is only done on the understanding that the Buyer is responsible for paying the Seller's invoice, not the Insurance Company. The Seller will not deal with the Insurance Company directly unless agreed in writing between all parties.

Title and payment

The Seller warrants that the Seller has good title to the Goods and that it will transfer such title as it may have in the Goods to the Buyer.

The Seller warrants that it is not aware of any actual or alleged infringements of any intellectual property rights of third parties which relate to the Goods other than those (if any) which the Seller has disclosed to the Buyer prior to acceptance of the Order.

The title of any unwanted items removed by the Seller as debris or rubbish from the Buyer's property (or third party property) transfers immediately to the Seller.

Damage in transit

Where transportation has been arranged by the Seller and the Goods have been damaged during such transportation, subject to (i) the Buyer serving written notice upon the Seller within 24 hours of delivery to the Buyer; and (ii) the Seller being satisfied (acting reasonably) that the damage occurred during such transportation, the Buyer shall be entitled to receive replacement Goods from the Seller. Any Goods to be repaired or replaced under "damage in transit" for a "supply" only sale shall be delivered to the Seller at the Buyer's expense.

Guarantee

Where the Goods have been wholly manufactured by the Seller and are found to be defective, or installation work by the Seller is found to be defective, the Seller shall repair or, at its sole discretion, replace defective Goods free of charge upon the following conditions:

- The Buyer giving notice of the defect within 5 days of the defect coming to the Buyer's attention;
- Such notice being served within 20 days of delivery or collection for a "supply only" sale or within 6 months of the date of invoice for "installation" work;
- The defect being due to the Seller's faulty design or workmanship;
- The Buyer having complied with the Seller's oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice;

Where any element of the Goods has been manufactured by a third party, the Seller shall where possible pass to the Buyer the benefit of any available and assignable warranty granted by such third party. This includes such items as glass / double glazed units. The Seller reserves the right to charge the for labour involved in carrying out the replacement of the failed third party Goods as the Seller sees fit.

All external joinery must be fully decorated by the Buyer within 1 month of delivery / installation and then at regular intervals thereafter.

Joinery Work

For a "supply only" sale, the Buyer is responsible for the accuracy of sizes requested. Any amendments to joinery items ordered due to inaccurate sizes will be charged for.

Whilst every attempt is made to eliminate the expansion and shrinkage of external / internal joinery items such as gates, doors and windows by allowing a certain amount of clearance, the Seller is not liable for any expansion or swelling of these items.

Force Majeure

The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Buyer of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

For the purpose of the Conditions, "Force Majeure" means, fire, explosion, flood, lightning, Act of God, act of Government, terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or any events or circumstances outside the reasonable control of the Seller.

Governing Law and Jurisdiction

These terms and conditions are subject to the law and exclusive to the jurisdiction of the Bailiwick in the Island of Jersey, Channel Islands. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Jersey Courts.