

JAMES WILDING JOINERY LIMITED- TERMS AND CONDITIONS OF SUPPLY & INSTALLATION OF JOINERY AS OF 13TH NOVEMBER 2025

This Agreement is made between **James Wilding Joinery Limited**, a company incorporated in England and Wales with registered office at Unit 9, Fleets Offices, Fleets Lane, Rylstone, Skipton, BD23 6NA ("the Company"), and the individual, firm, or company placing an order for the supply and/or installation of doors & windows ("the Customer").

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- **"Goods"** means the bespoke joinery products specified in the Company's quotation and ordered by the Customer.
- **"Quote"** means the written quotation provided by the Company detailing the Goods and associated costs.
- **"Premises"** means the address at which the Goods are to be delivered and/or installed.
- **"Supply Only"** refers to orders where the Company supplies Goods without installation.
- **"Supply & Installation"** refers to orders where the Company supplies and installs the Goods.

2. FORMATION OF CONTRACT

2.1. The Customer agrees to purchase, and the Company agrees to supply (and where applicable, install) the Goods as detailed in the Quote, subject to these Terms and Conditions.

2.2. Acceptance of the Quote by the Customer constitutes a binding contract, subject to a final technical survey (for installation orders). Acceptance may be communicated via email or other written confirmation.

2.3. Any amendments to the Quote must be confirmed in writing by the Customer prior to manufacture.

2.4. Where the Quote includes specific requirements, instructions, or conditions explicitly stated (e.g. "special finish", "heritage compliance", "bespoke sizing"), these shall take precedence over any conflicting provisions in this Section 2 and will form part of the binding contract, provided they are technically feasible and agreed by the Company in writing.

3. QUOTATIONS AND PRICING

3.1. All quotations are valid for thirty (30) days from the date of issue unless otherwise stated in the official quotation.

3.2. Prices quoted are exclusive of VAT, which shall be charged at the prevailing rate.

3.3. The Company reserves the right to make minor variations to the specification of the Goods in line with its policy of continuous improvement.

3.4. Unless otherwise stated in the quotation, the cost of installation work carried out by the Company does not include plastering, plumbing, decoration, or electrical services.

4. PAYMENT TERMS

4.1. Unless otherwise stated in the Quote, payment shall be due in full within fourteen (14) days of the invoice date.

4.2. Any outstanding balances not paid in full by the due date will accrue interest at a rate of 2.5% per calendar month, compounded monthly.

4.3. Title to the Goods shall remain with the Company until payment has been received in full and cleared through the Company's bank account.

4.4. A non-refundable deposit of 50% is required upon acceptance of the Quote before manufacture commences. Any other payment terms will be outlined on the quotation.

4.5. If manufacture has commenced and the order is cancelled, the Customer shall be liable for all costs incurred to date, including materials and labour. This may exceed the 50% deposit taken.

5. RISK AND TITLE

5.1. Risk in the Goods shall pass to the Customer:

- For **Supply Only** orders: when the Goods leave the Company's premises.
- For **Supply & Installation** orders: upon completion of installation.

5.2. Title to the Goods shall remain with the Company until full payment has been received.

6. CUSTOMER OBLIGATIONS

6.1. The Customer shall:

- Obtain all necessary permissions and consents for any building works.
- Provide reasonable access to the Premises and the free use of water and electricity (for installation).
- Remove all fixtures, fittings, and personal items prior to installation.
- Agree to an installation date within twenty-eight (28) days of notification that the Goods are ready.
- Ensure that access to the site is clear and unobstructed prior to installation. Where ladders, scaffolding, or other elevated equipment are required, the Customer must ensure that any surfaces such as patio tiles or paving are pressure washed, clean, and safe to work on. The Company reserves the right to delay or reschedule installation if site conditions pose a safety risk to personnel or equipment.
- If specific materials (such as Glass) are required to match a previous order it is the customers responsibility to let the Company know at the time of enquiry and quote the previous job reference. While the Company will make reasonable efforts to accommodate such requests, changes in building regulations or supplier availability may necessitate the use of alternative materials. The Company therefore cannot guarantee the consistent use of specific materials across separate orders.
- Colour Matching - We cannot take responsibility for exact colour matches to other brands, as Teknos paints are available in different sheens. We also cannot accept responsibility for colour matching to old paint colours, even on joinery we have manufactured and installed, as colours naturally fade over time and different batches can vary.
- Samples and colour swatches are provided for general guidance only. Minor variations in tone, texture, or sheen may occur between samples and finished products and shall not constitute a defect.

7. SURVEY AND CANCELLATION (INSTALLATION ONLY)

7.1. The Company's acceptance of installation orders is subject to a satisfactory technical survey.

7.2. The Company reserves the right to cancel the order if it determines that it cannot fulfil its obligations within the agreed contract price. Any deposit paid shall be refunded in full.

8. INSTALLATION CONDITIONS

8.1. The Company shall take reasonable care during installation but shall not be liable for damage to decorations or property.

8.2. The Company shall not be responsible for hidden defects (e.g. rot, asbestos) unless expressly included in the Quote.

8.3. Existing joinery removed during installation shall be disposed of unless otherwise instructed.

8.4. The Company will make reasonable efforts to leave the property in a clean and tidy condition following installation. However, due to the nature of joinery work, it may not be possible to remove every speck of debris. Customers are advised to allow for light cleaning after completion.

8.5. Any remedial work relating to services provided by subcontractors engaged by the Company should be addressed

directly with the subcontractor in question. The Company shall not be held responsible for the resolution of issues arising from subcontracted work.

8.6. Installation dates provided by the Company are estimates only and may be subject to change due to manufacturing lead times, weather, or other unforeseen circumstances.

9. WARRANTY

9.1 Supply Only Orders

For Goods supplied without installation by James Wilding Joinery Limited:

- No installation-related warranty is provided by the Company for Supply Only orders.
- The Customer is responsible for correct handling, storage, and installation of the Goods.
- The Company shall not be liable for any defects, damage, or performance issues arising from third-party installation or misuse.
- The following product warranties apply (subject to maintenance):
 - **Frames:**
 - Accoya – 10 Years
 - Hardwood – 5 Years
 - Accoya also carries a 50-year warranty against rot (offered by the manufacturer).
 - **Paint:** 5 Years – Refer to Teknos data cards for maintenance guidance. If trowel mastic is used, annual maintenance is required. The Company cannot accept responsibility for pest-related damage to paint or mastic.
 - **Glass:** 5 Years – Some heritage units have extended warranties of up to 10 years. Labour is not included for replacement under Supply Only.
 - **Hardware:** 1 Year – Extended warranties are available on certain products, covering replacement parts only (excluding labour or travel time).
- Labour for any warranty-related remedial work carried out within the first 12 months of installation will be provided free of charge. After this period, any warranty-related work undertaken by the Company will incur a labour charge.
- After 5 years, any warranty claims must be made directly with the relevant supplier. The Company may assist with claims but accepts no responsibility for outcomes, which remain at the supplier's discretion.
- Timber is a natural material and subject to movement, expansion, and contraction with changes in humidity and temperature. Such natural movement shall not constitute a defect under warranty.
- The above warranties are conditional upon the Goods being maintained in accordance with the Company's and manufacturer's care and maintenance instructions.
- The Company shall not be responsible for consequential costs such as redecoration, temporary boarding-up, or access equipment in relation to any warranty work.

9.2 Supply & Installation Orders

For Goods supplied and installed by James Wilding Joinery Limited:

- The Company warrants that for a period of five (5) years from the date of invoice:
 - Double-glazed units and profile materials (excluding mechanical parts) shall be free from defects in materials and workmanship.
 - Labour is included for replacement of failed glass units within this period.
- Mechanical components (e.g. locks, hinges) are warranted for one (1) year.
- The following product warranties also apply (subject to maintenance):
 - **Frames:**
 - Accoya – 10 Years
 - Hardwood – 5 Years
 - Accoya also carries a 50-year warranty against rot (offered by the manufacturer).

- **Paint:** 5 Years – Refer to Teknos data cards for maintenance guidance. If trowel mastic is used, annual maintenance is required. The Company cannot accept responsibility for pest-related damage to paint or mastic.
- **Hardware:** 1 year - Extended warranties may be available from suppliers, covering replacement parts only (excluding labour or travel time).

- **Labour for any warranty-related remedial work carried out within the first 12 months of installation will be provided free of charge. After this period, any warranty-related work undertaken by the Company will incur a labour charge.**
- After 5 years, any warranty claims must be made directly with the relevant supplier. The Company may assist with claims but accepts no responsibility for outcomes, which remain at the supplier's discretion.

10. LIMITATION OF LIABILITY

10.1. The Company's total liability shall not exceed the amount paid by the Customer for the Goods.

10.2. The Company shall not be liable for indirect or consequential loss.

10.3. The Company shall not be liable for delays caused by events beyond its reasonable control.

10.4. Nothing in this Agreement shall limit liability for death or personal injury caused by the Company's negligence.

10.5. The Company shall not be liable for any damage to existing structures or finishes caused by defects, weaknesses, or movement in the building fabric or materials to which the Goods are fixed.

10.6. The Company's liability in respect of defective Goods shall be limited to repair or replacement of the Goods at the Company's discretion.

11. INTELLECTUAL PROPERTY AND MARKETING

11.1. The Company reserves the right to use photographs of the Goods for marketing purposes unless the Customer objects in writing.

12. MATERIAL SPECIFICATIONS

12.1. The Customer acknowledges and accepts the following material-specific terms:

- Glass Specification – Quality and Vision Guidelines – available on our website

13. DATA PROTECTION

13.1. The Company shall process all personal data in accordance with the UK GDPR and the Data Protection Act 2018.

13.2. Customer data will be used solely for fulfilling this Agreement and will not be shared without consent, except where required by law.

14. FORCE MAJEURE

14.1. The Company shall not be liable for any failure or delay in performance due to events beyond its reasonable control, including but not limited to acts of God, war, strikes, pandemics, or extreme weather.

15. DISPUTE RESOLUTION

15.1. In the event of a dispute, the parties shall first attempt to resolve the matter amicably.

15.2. If unresolved within thirty (30) days, the parties agree to attempt mediation before pursuing legal action.

16. GENERAL

16.1. This Agreement constitutes the entire agreement between the parties.

16.2. Any variation must be in writing and signed by both parties.

16.3. If any provision is held invalid, the remainder shall remain in full force.

16.4. This Agreement shall be governed by the laws of England and Wales.

16.5. The parties submit to the exclusive jurisdiction of the English courts.

16.6. Nothing in these terms shall restrict the Customer's statutory rights.