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www.jameswildingjoinery.com

DESIGN, MANUFACTURE, INSTALLATION OF BESPOKE JOINERY

DOORS • WINDOWS • STAIRCASES • FITTED FURNITURE

Terms and conditions

JAMES WILDING JOINERY PURCHASE AGREEMENT for 'Supply Only' orders

1. In these conditions of sale, "The Company" means James Wilding Joinery of Unit 9, Fleets Offices, Fleets Lane, Rylstone, Skipton, BD23 6NA. "The Customer" means the person, firm or company from whom an order is accepted by the Company. "Goods" mean those items detailed in the Quote as ordered either verbally or in writing
2. The Customer agrees to purchase the Goods specified in the form of an order.
3. The Company agrees to supply the Products in consideration for payment of the fee set out in the Quote.
4. Any quotes are valid for 30 days.
5. All prices are subject to VAT at the current rate at the time of invoicing.
6. The payment terms are set out in each individual estimate if different to the Company's standard terms detailed below and should be adhered to. Standard payment terms are payment within 14 days of invoice date. Any outstanding balances not paid in full by the Customer will be compounded at a monthly interest rate of 2.5%
7. The Customer confirms in writing before manufacture can commence, any amendments to what is set out in the estimate should also be confirmed in writing
8. It is the Customer's responsibility to seek permission from the relevant authorities for any building work carried out their property.
9. Risk shall pass to the Customer when Goods leave the Company's premises.
10. Notwithstanding that the risk in the Goods has passed to the Customer, the ownership of the Goods shall remain with the Company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the Company and cleared through the Company's bank account.
11. The Company reserves the right to make minor variations in the specification of any of its products at its discretion and without prior notice to the Customer, in keeping with the Company's policy of continuous development and improvement.
12. For a period of up to five (5) years from the date of invoice, the Company undertakes to supply replacement double glazed units free of charge where and to the extent any such fault is the sole result of defective units. No warranty, guarantee or representation hereunder shall apply to:
 1. Products sold by the Company on a Supply-Only basis.
 2. Minor imperfections or shade variations within glass;
 3. e) Damage or fault(s) due to accidents, misuse or neglect;

4. f) Damage or fault(s) due to inadequate maintenance to the Products or to the Premises or due to defects in the Premises;
5. j) Normal wear and tear

13. The Company reserves the right to use any photographs taken of the Goods during production, on their website, social media or for any adverts, unless the Customer expresses they are not happy with this.
14. Please refer to the attached PDF outlining the terms and conditions surrounding the glass that is used by the Company
15. Please refer to the links below outlining terms and conditions pertaining to the paints that we use.

https://teknos.my.salesforce.com/sfc/p/#0Y000000YIPv/a/0Y000000cGgA/g3fOt_e4wN0slhdAhXQH8HcfX8YcN2u9WDioCU_k2M

<https://teknos.my.salesforce.com/sfc/p/#0Y000000YIPv/a/0Y000000cGgD/xY7Xga2ZW3N571bq3RLNSN9uup1qAwPYx42aK71zpm4>

16. LIMITATION OF LIABILITY

- a) The Purchaser agrees that the Company's liability to the Purchaser hereunder shall be limited to the amount the Purchaser has actually paid to the Company for the Product under this Agreement. Except as set out herein, the Company shall not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising hereunder. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of the Company.
- b) For the avoidance of doubt, the Company shall not be liable for any delay in delivery, and/or delay to completion of the work, which arises from cause(s) beyond its reasonable control.

17. Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the Customer

18. GENERAL

- a) Save as otherwise set out above and to the fullest extent of applicable law, all Products are provided without any warranties or representations of any kind, either implied or express.
- c) This Agreement (including schedules) constitutes the entire agreement between the parties on the subject matter hereof. Any additional term, condition or verbal agreement should be written down for the purposes of clarity and agreed to in writing by the Purchaser and the Company's authorised representative.
- d) If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.
- e) This Agreement shall be governed by and in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts.