

Terms and Conditions

1 Interpretation

- 1.1 In these Conditions "we" means XL Joinery Limited; "you" means the person firm or company purchasing the Goods from us; "us", "you", "our" and "yours" should be interpreted accordingly; "items" means those supplies forming the subject matter of the contract between us, "Goods" means those services and/or items forming the subject matter of the contract between us; "these Conditions" means the terms and conditions set out below.
- 1.2 In these Conditions the singular shall include the plural and vice versa, and use of gender shall be immaterial.
- 1.3 The headings of each provision in these Conditions are intended to be for convenience only and will not have an effect on interpretation.
- 1.4 Nothing in these Conditions shall exclude or restrict any statutory rights conferred upon you where you deal as a consumer within the meaning of the Unfair Contract Terms Act 1977.

2 Applicability of Conditions

These Conditions apply to any contract of sale of Goods to you to the exclusion of any other terms (whether express or implied) save any accepted or notified by one of our directors in writing. Any order from you gives rise to a binding contract with us only when we have notified you in writing that the order is accepted or (if later) when we have made delivery of the Goods to you.

3 Applicability of Conditions

- 3.1 Prices are exclusive of Value Added Tax which will be charged at the rate ruling at the date of the invoice.
- 3.2 We will endeavour to charge those prices which are set out in our most current price list/catalogue but prices are subject to alteration without prior notice and orders will be invoiced at those prices ruling at the date of despatch of the Goods or the date of invoice whichever is the later. Any prices stated in our quotation will be fixed for the period stated therein, if any.

4 Delivery

- 4.1 Unless otherwise agreed in writing all orders are delivered carriage paid home UK mainland only.
- 4.2 Any dates, times or periods of Goods quoted by us are estimates only and we shall not be liable for failure to meet any such estimates or for any costs, charges or expenses incurred as a result of any delay. You will not be entitled to refuse to accept Goods or to cancel your contract with us merely because of such failure.

5 Claims

- 5.1 Notice of any claim relating to shortage of or damage to the Goods should be made to us verbally at the time of delivery and confirmed in writing within 72 hours of delivery.
- 5.2 We will consider claims only if the above conditions are met and the claim is signed by you and accompanied by full particulars giving your order number and a copy of our delivery note and invoice.
- 5.3 Our liability in respect of any shortage, loss or damage to the Goods shall be limited to the proportion of the price attributable to those which have been undelivered, lost or damaged.

6 Payment Terms

- 6.1 Unless otherwise agreed between us in writing, payment for Goods is due by the last day of the month following the month of issue of the invoice. Time for payment of any invoice shall be of the essence.
- 6.2 Where we have agreed to discount the price due for Goods, this is strictly conditional upon full payment of that amount being made within the agreed credit period, and in the case of late or non-payment, without prejudice to any of our other rights, we reserve the right to charge to you an amount equivalent to the value of the discount, which will be immediately due.
- 6.3 Payment will not be deemed to have been made until any and all cheques, drafts and bills by which payment is to be effected has been cleared or honoured as the case may be.
- 6.4 Without prejudice to any of our other rights we reserve the right to charge interest on payments outstanding after the due date at the rate (both before and after judgements) of 4% per annum above Yorkshire Bank plc base rate from time to time from the due date for payment until settlement in full has been received by us together with the right to recover from any costs which we incur in the recovery of overdue sums.
- 6.5 If any payment falls into arrears we may cancel or postpone performance of any contract with you in whole or in part. The Seller reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1988 in lieu of interest.

7 Retention of Title

- 7.1 Whilst risk in Items supplied to you by us shall pass on delivery, legal and beneficial ownership of the Items shall remain with us until such time as we have received payment in full of all sums due to us by you and until such time you must keep such Items separate from your property and clearly identified as our property.
- 7.2 Notwithstanding any terms of payment which we have agreed, payment for all Goods supplied to you shall become due immediately if you fail to pay for the Goods on the due date (or fail to pay any instalment in which case the whole outstanding balance shall immediately become due) or fail to pay any other sum due to us on the date or if you are declared bankrupt, or compound with your creditors, or have a receiver appointed over any of your assets or, being a company, go into voluntary (other than for purposes of bona fide solvent amalgamation or reconstruction), or compulsory liquidation, or enter into a composition with your creditors or have an administrator or an administrative receiver or receiver and manager appointed over all or part of your assets, or if you are otherwise declared insolvent or prohibited from trading, and you must immediately notify us there of and in such circumstances:
 - 7.2.1 you must not re-sell or otherwise deal with the Items;
 - 7.2.2 you must not part with possession of any Items which have been delivered to you; and
 - 7.2.3 we will have the right, without prejudice to any other remedies, to withhold delivery of any undelivered Items, to stop any items in transit, and to otherwise suspend performance of our contract with you
 - 7.2.4 we shall have the right to enter upon any premises where the Goods are stored and repossess the same.
- 7.3 If payment for any Goods is overdue, whether in whole or in part, and any Items have been delivered to you, we may, without prejudice to any of our other rights, enter upon your premises to recover and/or resell the Items or such of them as we, in our absolute discretion, may designate as necessary to recover the amount of payment overdue and our reasonable costs incurred in giving effect to our rights hereunder, and, for these purposes, you hereby irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.
- 7.4 If you sell and/or deliver the Goods or any part thereof to any customer or third party, or if the Goods or any part thereof shall be damaged, lost or destroyed then in a fiduciary capacity you shall hold that proportion of the proceeds of sale or insurance against damage, loss or destruction, referable to the outstanding payment in respect of the Goods, on trust for us.

8 Warranty

- 8.1 We warrant that the Items are to the best of our knowledge of satisfactory quality and that any services comprising Goods will be provided with reasonable care. We are not responsible for the manufacture of the Items, we do not process them, except in the case of the Door Sets, whereby we supply assembled premanufactured components.
- 8.2 You must handle store and use the Items strictly in accordance with the recommendations for use of the manufacturers of the Items (if any).
- 8.3 Unless we specifically agree in writing as to any other warranty or guarantee all other conditions, guarantees, warranties or other conditions (whether express or implied by statute common law or otherwise) are excluded from our contract with you.
- 8.4 We shall not be under any liability in contract or in tort for any indirect or consequential loss (including without limitation economic loss, loss of profits, loss of use or loss of production) arising out of or in connection with our contract with you.
- 8.5 Any liability which we may have to you in respect of negligence on our part which results in death or personal injury is unrestrained by these Conditions. Any other liability which we may owe to you, whether under these Conditions in respect of any warranty or representation to you or otherwise, is limited to the invoiced price of the relevant Goods.

9 Cancellation

Unless we are in breach of our obligations under these Conditions, you may cancel or suspend your contract with us only with our prior written consent following agreement between us as to any reimbursement which we may require to compensate us for such cancellation.

10 Termination

- 10.1 We shall be entitled (without prejudice to any of our other rights) to terminate any contract between us if you:
 - 10.1.1 become insolvent, or
 - 10.1.2 fail to pay any amounts falling due to us, whether under these Conditions or otherwise; or
 - 10.1.3 commit a breach of any term of our contract with you or any other contract which we may have with you; or
 - 10.1.4 are declared bankrupt, or compound with your creditors or have a receiver appointed over any of your assets or, being a company, go into voluntary (other than for purposes of bona fide solvent amalgamation or reconstruction) or compulsory liquidation, or enter into a composition with your creditors or have an administrative receiver appointed over all or part of your assets, or if you are otherwise declared insolvent or prohibited from trading.

11 Force Majeure

We shall not be liable to you in respect of any matter which results from any act of god, war or riot, extreme weather, strikes or any events of any description which are beyond our reasonable control.

12 General and Law

- 12.1 These Conditions represent the entire agreement between us and supersede all earlier warranties, representations and statements (whether oral or in writing) and may only be varied or amended by agreement in writing between us.
- 12.2 Our contract with you is personal to you and you will not be entitled to assign the whole or any part of the benefit and/or burden of our contract without our prior written consent.
- 12.3 Any notices required to be given under these Conditions must be in writing and either posted first class pre-paid to the address of the receiving part as shown on your order or in our case on our delivery note or other documentation as appropriate or sent by telex or telefacsimile to the appropriate facility number. Any notice which is posted will be effective 48 hours after posting and any notice sent by telex or telefacsimile will be effective on the commencement of next business day following transmission. In providing postal service it will be sufficient to show that the envelope was properly addressed and put into the post and providing service by telex or telefacsimile transmission it will be sufficient to show that the correct answer back or confirmation of correct receipt slip was received as appropriate.
- 12.4 The validity construction and performance of the contract between us will be governed by English Law and we and you both submit to the exclusive jurisdiction of the English courts.
- 12.5 Any person who is not a party to a Contract shall have no rights under the Contract (Rights of Third Parties Act) 1999 to enforce any of its terms.