**1. INTERPRETATION**

1.1. Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Conditions**: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.

**Contract**: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer**: the person or firm who purchases the Goods from the Supplier.

**Delivery Location**: has the meaning given in clause 4.2.

**Force Majeure Event**: an event, circumstance or cause beyond a party's reasonable control.

**Goods**: the goods (or any part of them) set out in the Order.

**Order**: the Customer's order for the Goods, as set out in the Customer's purchase order form.

**Specification**: any design specification for the Goods, including any related plans, measurements and drawings, that are agreed in writing by the Customer and the Supplier.

**Supplier**: Central Joinery Limited (registered in England and Wales with company number 02806776).

1.2. Interpretation:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its successors and permitted assigns.

1.2.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.4. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5. A reference to writing or written includes email.

**2. BASIS OF CONTRACT**

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

2.7. Once the Order has been placed, a 50% non refundable deposit (**Deposit**) shall be payable by the Customer to the Supplier in accordance with clause 7.4. At such point, the Supplier shall proceed with manufacturing the Goods. Given the bespoke nature of the Goods being supplied, the Customer is unable to cancel the Order once the deposit has been paid.

**3. GOODS**

3.1. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.1 shall survive termination of the Contract.

3.2. Although the Supplier makes every effort to be as accurate as possible, the Customer acknowledges that the Goods are entirely bespoke, and that all sizes, weights, capacities, dimensions and measurements indicated have a 1% tolerance.

3.3. Goods manufactured from natural materials, such as wood, are subject to movement over time. The Supplier shall not be liable to the Customer for any defects caused to the Goods or by the Goods, resulting from any natural movement of the Goods over time.

3.4. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

**4. DELIVERY**

4.1. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2. The Supplier shall either:

4.2.1. deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready; or

4.2.2. confirm a suitable date for the Customer to collect the Goods from the Supplier's premises at such location as may be advised by the Supplier prior to collection.

4.3. Delivery is completed on the completion of unloading the Goods at the Delivery Location (or loading the Goods as the case may be in relation to collection) (**Delivery Date**).

4.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.5. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6. The Customer acknowledges that the Delivery Date is approximate and that a third-party contractor should therefore not be instructed to install the Goods prior to the actual Delivery Date of the Goods. The Supplier shall have no liability for any costs or losses incurred by the Customer in the event that the Customer instructs a third-party contractor prior to the Goods being delivered (or collected as the case may be).

4.7. If the Customer fails to take or accept delivery of the Goods on the specified Delivery Date then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.7.1. delivery of the Goods shall be deemed to have been completed at 9.00 am on the Delivery Date;

4.7.2. the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.8. If 10 Business Days after the Delivery Date, the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, and charge the Customer for any additional fees or costs incurred in the resale or disposal of the Goods. The Customer shall not be entitled to any refund for the Goods.

4.9. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**5. QUALITY, REFUNDS AND REPLACEMENTS**

5.1. The Supplier warrants that on delivery, the Goods shall:

5.1.1. conform in all material respects with the Specification; and

5.1.2. be free from material defects in design, material and workmanship; and

5.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2. Subject to clause 5.3, if:

5.2.1. the Customer gives notice in writing to the Supplier within 5 Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2. the Supplier is given a reasonable opportunity of examining and repairing such Goods; and

5.2.3. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.3.3. the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

5.3.4. the Customer or any third party alters or repairs such Goods without the written consent of the Supplier;

5.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

**6. TITLE AND RISK**

6.1. The risk in the Goods shall pass to the Customer on completion of delivery (or collection as the case may be).

6.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment of all such sum

**7. PRICE AND PAYMENT**

7.1. The price of the Goods shall be the price set out in the Order.

7.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

7.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3. The price of the Goods:

7.3.1. excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.3.2. excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4. The Customer shall pay a non refundable deposit of 50% of the value of the Order to the Supplier at the time the Order is processed, with the balance to be paid prior to the Delivery Date in cleared funds to a bank account nominated in writing by the Supplier.

7.5. Time for payment shall be of the essence of the Contract.

7.6. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**8. LIMITATION OF LIABILITY**

8.1. The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, or defective products under the Consumer Protection Act 1987.

8.3. Subject to clause 8.2, the Supplier's total liability to the Customer shall not exceed the price of the Goods as detailed within the Order

8.4. Subject to clause 8.2, the following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.:

8.5. This clause 8 shall survive termination of the Contract.

**9. TERMINATION**

9.1. Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

9.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

9.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

9.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

9.1.4. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1.2 to clause 9.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

**10. FORCE MAJEURE**

10.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed

**11. GENERAL**

11.1. **Assignment and Other Dealings.** The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2. **Confidentiality.** Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2. Each party may disclose the other party's confidential information: (1) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and (2) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.3. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 11.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.7. **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to *enquiries@centraljoinerygroup.co.uk*. Any notice shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service, and if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.8. **Third Party Rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9. **Governing Law and Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.