

TERMS AND CONDITIONS OF SALE

The following terms and conditions ("the Conditions") are the terms on which Badman & Badman Joinery Ltd sells products and/or provides a joinery service ("the Goods") and supersedes all other terms and conditions relating to the subject matter of these Conditions, apart from further or altered conditions specified in individual estimates or quotations:

1. PRICE AND PAYMENT

- 1.1. The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by Badman & Badman Joinery Ltd, or such other price as the parties may agree in writing or orally.
- 1.2. For a "supply only" sale, i.e. where items are sold without installation at the Customer's property, payment of the Price shall be made by the Customer upon collection of the goods from our workshop or upon delivery.
- 1.3. For an "installation" sale, i.e. where items are installed or work is carried out at the Customer's property, payment of the Price shall be made by the Customer within 20 days of the date of the invoice.
- 1.4. Badman & Badman Joinery Ltd understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

2. QUOTATIONS

- 2.1. Any quotation provided by Badman & Badman Joinery Ltd shall be valid for acceptance by the Customer for a period of 3 months from the date of the quotation, and we shall be required to accept an order based on the quotation within this 3 month period.

3. GOODS

- 3.1. All Goods shall be required to conform to the specification in the order for Goods by the Customer as accepted by Badman & Badman Joinery Ltd or as otherwise expressly agreed in writing or orally.
- 3.2. Any order for Goods sent by the Customer to Badman & Badman Joinery Ltd shall be deemed to be accepted subject to the Conditions contained herein.
- 3.3. Each order for Goods accepted by Badman & Badman Joinery Ltd shall be deemed to be an individual legally binding contract between the parties.

4. DELIVERY

- 4.1. The Customer shall be deemed to have accepted the Goods upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale.
- 4.2. Badman & Badman Joinery Ltd shall not be liable to the Customer 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 Badman & Badman Joinery's reasonable control.
- 4.3. All risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale.
- 4.4. If Badman & Badman Joinery is unable to deliver the Goods for reasons outside its control, Badman & Badman Joinery shall be entitled, at the Customer's expense, to place the Goods in storage until such time as the Goods may be delivered.
- 4.5. Any cancellation of an order must be sent by the Customer to Badman & Badman Joinery in writing. The Customer is liable to be charged for any materials ordered or work completed for an order at the time of cancellation.
- 4.6. Whilst Badman & Badman Joinery is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying Badman & Badman Joinery's invoice, not the insurance company. Badman & Badman Joinery is unable to deal with insurance companies direct.

5. TITLE TO GOODS

- 5.1. Badman & Badman Joinery warrants that it has good title to the Goods and that it will transfer title in the Goods to the Customer pursuant to Clause 5.2.
- 5.2. Notwithstanding delivery, title in the Goods shall not pass to the Customer until Badman & Badman Joinery has been paid in full for the Goods. Nothing in this Clause shall prevent Badman & Badman Joinery from raising an action against the Customer for payment of the Goods.
- 5.3. The title of any unwanted items removed by Badman & Badman Joinery as debris or rubbish from the Customer's property transfers immediately to Badman & Badman Joinery.

6. DAMAGE IN TRANSIT

- 6.1. Upon serving notice within 24 hours of delivery to Badman & Badman Joinery, the Customer shall be entitled to replacement Goods if Badman & Badman Joinery is reasonably satisfied that the Goods have been damaged during transportation arranged by Badman & Badman Joinery.

7. GUARANTEE

- 7.1. Where the Goods have been manufactured by Badman & Badman Joinery and are found to be defective, or installation work by Badman & Badman Joinery is found to be defective, Badman & Badman Joinery shall repair or, in its sole discretion, replace defective Goods free of charge upon the following conditions:
- 7.1.1. The Customer giving notice of the defect within 5 days of the defect coming to the Customer's attention; 7.1.2. such notice being served within 30 days of delivery or collection for a "supply only" sale, or within 2 years of the date of the invoice for "installation" work;
- 7.1.3. The defect being due to Badman & Badman Joinery's faulty design, workmanship or materials;
- 7.1.4. The Customer having complied with Badman & Badman Joinery's oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and 7.1.5. the defect is not due to rot or insect attack of joinery items as specified in Clause 9.3.
- 7.2. Any Goods to be repaired or replaced under Clause 7.1 for a "supply only" sale shall be delivered to Badman & Badman Joinery at the Customer's expense.
- 7.3. Where the Goods have been manufactured by a third party Badman & Badman Joinery shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Badman & Badman Joinery by such third party. This includes items such as double-glazing units and UPVC items.

8. LIMITATION OF LIABILITY

- 8.1. Subject to Badman & Badman Joinery's liability under Clause 5 and subject to Clause 11 Badman & Badman Joinery shall not be liable to the Customer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Customer or for any loss or damage to or caused by the Goods.
- 8.2. Subject to this Clause 8 and Clause 11 all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law, and, in particular, but without limiting the foregoing generality, Badman & Badman Joinery grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.
- 8.3. Subject to Clause 11 the liability of Badman & Badman Joinery under this Agreement howsoever arising shall not exceed the Price.

9. JOINERY WORK

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

10. GENERAL

10.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of Badman & Badman Joinery for breach of the warranties contained in Clause 5 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between Badman & Badman Joinery and the Customer for the sale and purchase of the Goods incorporating these Conditions.

10.2. Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of Badman & Badman Joinery for death or personal injury as a result of Badman & Badman Joinery’s fraudulent misrepresentation, negligent actions or those of its employees or agents.

11. GOVERNING LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.