

Derwen Joinery Ltd (DJLtd) Terms & Conditions

Definitions:

Business Customers: an entity (be it a person, sole trader, partnership, public authority, company or other corporate body) acting for purposes relating to that entity's trade, business, craft or profession.

Consumer Rights Act: Consumer Rights Act 2015

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

Customer: the person or business who purchases the Goods from DJLtd.

Delivery Date: the date for delivery of the Goods as specified by DJLtd.

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

Order: the Customer's order for the Goods, as written, emailed or formal Purchase Order.

Services: the service provided by DJLtd to provide the Goods.

DJLtd: Derwen Joinery Ltd (registered in England and Wales with company number 10355244) Mold Road, Gwersyllt, Wrexham, LL11 4AQ.

Contact details:

Office telephone: 01978 262488

Mobile: 0771 4581 831

Email: info@derwenjoinery.co.uk

1. Our Conditions

- 1.1 These conditions apply to all contracts between DJLtd and Customer for the sale of Goods and Services and should be read with consideration of DJLtd Delivery, Storage and Installation of Goods document. These conditions form the whole agreement between DJLtd and Customer excluding any other conditions the Customer wishes to add unless explicitly otherwise agreed as such by both parties in writing.
- 1.2 Orders are an offer by the Customer to purchase the Goods under these Conditions. A quotation for the Goods shall not constitute an offer.
- 1.3 Orders will only be deemed to be accepted when DJLtd issues written confirmation of the Order via a confirmation email or order form and will take in consideration of business capacity and capability at the time, at which point the Contract will begin.
- 1.4 In entering into the Contract, the Customer agrees to these conditions and 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.

Derwen Joinery Ltd

Mold Road, Gwersyllt, Wrexham, LL11 4AQ

Mobile: 07714581831 Tel: 01978 262488

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1.5 Customers should read and understand these conditions. Customers with any queries, questions or comments are to enquire in writing prior to their Order. An Order, payment or part payment constitutes acceptance of these terms and conditions and confirms they are over 18 with capacity to enter into a Contract.

2. Goods

- 2.1 The specification and quantity of the Goods are as detailed in the quote(s) provided.
- 2.2 Any samples, drawings, descriptive matter or advertising produced by DJLtd or contained on DJLtd's website or in the brochure are produced for the sole purpose of giving an indicative idea of the Goods referred to. They shall not form part of the Contract nor have any contractual force.
- 2.3 DJLtd reserves the right to amend the specification of the Goods if required by any statutory regulations.
- 2.4 DJLtd will not accept any liability for the Customer providing incorrect measurements or quantities. Any amendments to joinery Goods ordered due to inaccurate sizes will be charged for unless DJLtd has expressly quoted and received instruction to proceed with a site measurement.
- 2.5 DJLtd will not accept any liability for any act or failure to act of any third parties hindering DJLtd's ability to supply to the Customer. DJLtd shall make reasonable effort to notify the Customer of the delay when it becomes apparent to DJLtd.
- 2.6 DJLtd will not accept any liability for any faulty, inadequate or inappropriate, handling, storage, distribution, installation, or fitting and finishing of the goods by either the Customer and or the Customer's agent(s).
- 2.7 DJLtd will not be liable for any expansion or swelling of the joinery Goods or their components or the subsequent effect on materials around the Goods due to the nature of movement with natural timber products.
- 2.8 All joinery Goods are supplied untreated unless expressly stated in DJLtd's quotation, this embraces the likes of, but not exclusive to, knotting, priming, staining, spraying and or hand brush finished coatings.
- 2.9 As a natural product Timber will always differ in colour, grain, and degree of knots. As a consequence there will always be a colour differential within the finished product. Whilst due diligence will be discharged by DJLtd to ensure the colour/grain matches within the timber at large of the finished product, tolerance of the match will be acceptable and permitted as finished.

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2.10 "Machine Only" running length product supply will be undertaken via receipt of the Customers Cutting list. DJLtd will cost as either as a Lump Sum to provide the requested product as the cutting list or as a rate per Linier Metre. Provision of the finished product supplied as a rate per Meter will be charged at the running length of the product supplied and not the net length as the cutting list. Tolerances for finished machining product will be (+-) 1.0 mm within machine works. Any subsequent request to "Machine Only" product will be requoted and will not be supplied on a Pro rata basis due to production tooling setting up times and or production run considerations.

3. Delivery & Collection

- 3.1 DJLtd shall ensure that each delivery or collection of the Goods is accompanied by a collection or delivery note that shows the date of the Order, the type and quantity of the Goods, and DJLtd's 'Delivery, Storage and Installation of Goods' document.
- 3.2 DJLtd shall deliver the Goods to the location set out in the Order on the delivery date or the Customer shall collect from DJLtd. The Customer shall provide labour and or mechanical assistance on delivery or collection unless otherwise agreed and all deliveries must be signed for and checked against delivery notes on receipt.
- 3.3 Any dates and times quoted for delivery are approximate only, and the time of delivery is not of the essence. DJLtd shall have no liability in any delay in delivering the Goods.
- 3.4 If the Customer does not collect on the date agreed by both DJLtd and the Customer, then DJLtd reserves the right to charge the Customer reasonable storage charges.
- 3.5 DJLtd shall have no liability for any failure in delivering the Goods to the extent that such failure is caused by any reason beyond its control including but not limited to a Force Majeure Event or the Customer's failure to provide DJLtd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.6 If DJLtd fails to deliver the Goods its liability shall be limited to the costs and reasonable expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 3.7 If the Customer does not accept the Goods then except when a Force Majeure Event occurs or DJLtd's failure to comply with its obligations under the Contract in respect of the Goods DJLtd may resell or otherwise dispose of part or all of the Goods and may charge the Customer reasonable storage costs and seek payment in full as the agreed order value.
- 3.8 DJLtd may deliver the Goods by instalments and each instalment shall constitute a separate contract enabling an invoice to be raised by DJLtd to the Customer for the value of the goods delivered. Any delay in delivery or defect in an item/product delivered by instalment shall not entitle the Customer to cancel the balance of the order.

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4. Inspection

- 4.1 On receipt, the Customer shall inspect the Goods and any damage or loss must be communicated to the delivery driver and a written report sent to DJLtd immediately without delay and, in respect of business Customers, no later than 48 hours post delivery of the Goods, otherwise liability cannot be accepted. The statutory provisions of the Consumer Rights Act will apply to non business customers.
- 4.2 Goods collected by the Customer are to be inspected by the Customer prior to loading and any damage to be notified to DJLtd immediately and prior to removal by the Customer.

5. Storage & Treatment

- 5.1 All goods supplied should be stored and kept in dry conditions off the ground and protected from the elements, subject to the provisions of the Consumer Rights Act in respect of non business customers, DJLtd shall not accept liability for damage, defect or loss through improper storage.
- 5.2 All joinery items and goods should be stored either flat and off the ground and ensured that they are not in twist, DJLtd shall not accept liability for damage, defect or loss through improper storage.
6. Where joinery Goods are supplied with a factory applied equalising stain, or primer, the Customer must paint and or stain such products with a minimum of two coats of proprietary coating. Primed joinery Goods must be treated with a full paint finish. Please note, primer and equalising stains do not give long term protection against the ingress of moisture.
7. All external joinery Goods must be fully decorated at the earliest opportunity post delivery/collection and or installation and then at regular intervals thereafter.

8. Warranties

- 8.1 DJLtd warrants that on delivery the Goods shall conform with the description given by DJLtd.
- 8.2 Subject to clause 8.3, if:
- (a) in respect of business Customers, the Customer gives notice in writing to DJLtd that some or all of the Goods do not comply with the warranty set out in clause 8.1 within 7 days of receipt of the Goods; the Consumer Rights Act applies in respect of non business customers;
 - (b) DJLtd is given a reasonable opportunity of examining such Goods; and
 - (c) the business Customer (if asked to do so by DJLtd) returns such Goods to the DJLtd's place of business, any goods to be replaced or repaired as a Supply Only

sale shall be returned to DJLtd at the Customer's expense. The Consumer Rights Act applies in respect of non business customers. Subject to the Consumer Rights Act 2015, DJLtd shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.3 DJLtd shall not be liable for the Goods' failure to comply with the warranty set out in clause 8.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 8.2;
- (b) the defect arises because the Customer failed to follow the DJLtd's oral or written instructions as to the delivery, storage, commissioning, installation, finishing, use and maintenance of the Goods or (if there are none) good trade practice regarding the same as described in DJLtd's 'Delivery, Storage and Installation of Goods' document.
- (c) the defect arises as a result of DJLtd following any measurements, drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of DJLtd;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description and or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (g) The warranty does not extend to the costs or charges for unfixing, re fixing, painting, Polishing, staining, handling, carriage, storage or other additional expenses (this does not affect the Customers statutory rights).
- (h) These terms and conditions are not complied with.

8.4 Except as detailed in clause 8.2 DJLtd shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 8.2 and DJLtd's liability shall not exceed the price paid by the Buyer for the individual component of the Goods.

8.5 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.

8.6 These Conditions shall apply to any repaired or replacement Goods supplied by DJLtd.

9. Title and risk

9.1 The Goods shall be at the Buyer's risk from delivery.

- 9.2 Title to the Goods shall not pass to the Customer until DJLtd receives full payment for the Goods and/or Services with no outstanding amount owing.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as DJLtd's bailee and the Customer shall ensure the goods are:
- (a) readily identifiable as belonging to DJLtd;
 - (b) kept separately from all other Goods in satisfactory condition and in their original packaging if appropriate;
 - (c) insured against all insurable risk for a minimum of the amount outstanding to DJLtd and hold the proceeds on trust for DJLtd;
 - (d) not used by the Customer as security against any debts;
- 9.4 At any time before title to the Goods passes to the Customer, DJLtd may require the Customer to deliver up all Goods in its possession that have not been sold or irrevocably incorporated into another product. If the Customer fails to do so promptly, DJLtd may enter any premises the Customer owns or has an interest in to recover the Goods.

10. Price and Payment

- 10.1 The net price of the Goods shall be the price set out in the order confirmation and without discount or, if no price stated, the price set out in DJLtd's invoice, plus any packaging and transport fees.
- 10.2 The price of the Goods excludes VAT unless specified. VAT shall be the rate in force on the date of the Invoice.
- 10.3 A quotation shall be valid for a period of 30 Business Days from its date of issue. DJLtd reserves the right to vary any quotation provided in line with changes to Customer requirements and bona fide errors by both parties.
- 10.4 Payment shall fall due upon receipt of the Goods and associated invoice.
- 10.5 For Account Customers all payment agreements will be on an individual order basis, be set out in writing and agreed by both parties prior to acceptance by DJLtd.
- 10.6 Non-Account Customers:
- (a) will be subject to a non-refundable deposit of 40% of the Order. Prior to delivery, the balance is to be settled. DJLtd will not dispatch until the balance of the account has been settled in full. The Customer is welcome to attend DJLtd to inspect Goods prior to final payment.

- (b) may be subject to an increased non-refundable deposit for particular Orders, at the discretion of DJLtd and as agreed in writing prior to commencement of works or as evidenced in settlement of invoice paid in full prior to commencement.
 - (c) will be quoted separately for the installation of joinery by DJLtd if required, payment is due immediately upon completion of installation. If phased installation works are to be undertaken, payment will be due upon completion of each pre-agreed phasing of installation.
- 10.7 If the Customer fails to make a payment due to DJLtd under the Contract by the due date, then, without limiting DJLtd's remedies under clause 11, 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 accrues 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%.
- 10.8 Specialist tooling (including, but not limited to, cutters) purchased by DJLtd in order to facilitate the Order will remain the property of DJLtd.

11. Cancellation

- 11.1 Any time prior to the delivery of the Goods DJLtd may cancel the contract by giving written notice to the Customer.
- 11.2 Cancellation of an Order cannot be implemented in consideration of non delivery of a projected delivery dates
- 11.3 Any cancellation by a business Customer is to be confirmed in writing and settlement of the full value of the Order will fall due. The Consumer Rights Act 2015 applies in respect of non business customers.
- 11.4 DJLtd shall not be liable for any loss or damage to the Customer due to any cancellation by DJLtd.

12. Transfer

- 12.1 DJLtd may at any time transfer their rights and obligations under this contract to a third party.

13. Terms & Conditions

- 13.1 The Terms and conditions and the 'Delivery, Storage and Installation of Goods' document shall be issued at the time of:-
- (a) Issuing a quotation
 - (b) confirmation of order
 - (c) the delivery of the Goods.

The format of the terms and conditions and the 'Delivery, Storage and Installation of Goods' documents will either be issued in paper or electronic format and will also be available on the DJLtd website: www.derwenjoinery.co.uk along with other best practice documents.

- 13.2 Any changes to terms and conditions are recorded via a revision log and updated on DJLtd's website.
- 13.3 No variance to DJLtd's terms and conditions will be permitted or contractually binding unless the exact nature of the proposed change is clearly set out in defined express terms by the Customer and expressly agreed by DJLtd. In this circumstance DJLtd reserve the right to amend their quotation.
- 13.4 Receipt of a commercial Customer's generic Trading Terms will not override DJLtd's terms unless expressly agreed by DJLtd.

14. 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 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.

15. Complaints

- 15.1 DJLtd's complaints procedure can be found on their website. Complaints are to follow the procedure stated.

16. Data Protection

- 16.1 We may collect, use, store and transfer your personal data. We will only use your personal data for the purpose for which we collected it which include, but are not limited to, registering you as a new customer, processing and delivering your order, managing your relationship with us. We may share your data where necessary if our obligations under these terms are transferred to a third party.
- 16.2 Under certain circumstances, you have rights under data protection laws in relation to your personal data including the right to receive a copy of the personal data we hold about you and the right to make a complaint at any time to the Information Commissioner's Office, the UK regulator for data protection issues (www.ico.org.uk).

17. **Governing law & 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, or its subject matter or formation.

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