

MR Joinery & Construction Ltd

DEFINITIONS

MR Joinery & Construction Ltd hereinafter called the "Company"

Products and Services provided by MR Joinery & Construction Ltd hereinafter referred to as "Goods"

Purchaser of products and services provided by MR Joinery & Construction Ltd hereinafter called the "Customer"

TERMS AND CONDITIONS

The following terms and conditions are the terms on which the Company sells Goods

1. PRICE AND PAYMENT

1.1. The price of Goods shall be the price as stated on the quotation or estimate provided by MR Joinery & Construction Ltd, or such other price as the parties may agree in writing or orally.

1.2. Payment shall be made by the Customer within 7 days of delivery or completion of installation

1.3. Goods over £500 may be subject to milestone payments, where applicable milestone payments will be agreed orally and/or set out in quotes or estimates provided

a. Failure to pay milestone payments timely may result in delay of the delivery of goods and services

b. Failure to pay milestone payments may result in the Company ceasing the delivery of Goods

1.4. The Company 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 terms.

2. QUOTATIONS

2.1. Any quotation provided by the Company shall be valid for acceptance by the Customer for a period of 30 days from the date of the quotation.

2.2 The Company will accept orders within the 30 day period from the date of quotation

3. GOODS

3.1. All Goods shall be required to conform to the specification in the quote or order for Goods by the Customer as accepted by the Company or as otherwise expressly agreed in writing or orally.

3.2. Any order for Goods sent by the Customer to the Company shall be deemed to be accepted subject to the Conditions contained herein.

3.3. Each order for Goods accepted by the Company 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 where applicable

4.2. The Company 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 work if the delay or failure was due to any cause beyond the Company's reasonable control.

4.3. All risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery where applicable.

4.4. Any cancellation of an order must be sent by the Customer to the Company in writing. The Customer is liable to be charged for any materials ordered or work completed for an order at the time of cancellation.

5. TITLE TO GOODS

5.1. The Company 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 the Company has been paid in full for the Goods. Nothing in this Clause shall prevent the Company from raising an action against the Customer for payment of the Goods.

5.3. The title of any unwanted items removed by the Company as debris or rubbish from the Customer's property transfers immediately to the Company.

6. GUARANTEE

6.1. Where the Goods have been manufactured by the Company and are found to be defective, or installation work by the Company is found to be defective, the Company shall repair or, in its sole discretion, replace defective Goods free of charge upon the following conditions:

6.1.1. the Customer giving notice of the defect within 5 days of the defect coming to the Customer's attention;

6.1.2. such notice being served within 30 days of delivery or within 6 months of the date of the invoice for "installation" work;

6.1.3. the defect being due to the Company's faulty design, workmanship or materials;

6.1.4. the Customer having complied with the Company's oral or written instructions as to storage, installation, use or maintenance of the Goods or in accordance with good trade practice; and

6.1.5. the defect is not due to rot or insect attack of joinery items

6.2. Where the Goods have been manufactured by a third party the Company, where possible, will pass on to the Customer the benefit of any warranty in respect of the Goods granted to the Company by such third party.

7. LIMITATION OF LIABILITY

7.1. Subject to the Company's liability under Clause 5 the Company 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.

7.2. 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, the company grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.

7.3. The liability of the Company under this Agreement howsoever arising shall not exceed the Price.

8. GENERAL

8.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of the company 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 the Company and the Customer for the sale and purchase of the Goods incorporating these Conditions.

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

9. GOVERNING LAW AND JURISDICTION

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