

TERMS AND CONDITIONS OF IMPRESSIONS JOINERY

1. DEFINITIONS

- 1.1 The 'Buyer' means the person named in the Estimate or person who agrees to buy Goods from the seller may also be referred to as customer.
- 1.2 The 'Seller' means Impressions Joinery whose office is at Unit 11 Anchor Business Park, Castle Road, Sittingbourne, Kent, ME10 3AE.
- 1.3 'Condition' means the conditions of sale set out in this document and any special conditions agreed in writing by the Seller.
- 1.4 'Items' means those supplies forming the subject matter of the contract between us.
- 1.5 'Goods' means those services and/or items forming the subject matter of the contract between us.
- 1.6 'Despatch' means the date and time at which goods leave the premises of Impressions Joinery may also be called 'delivery'.
- 1.7 'Price' means the price for the goods in accordance with the Estimate, or any variation thereof, agreed verbally or in writing between Impressions Joinery and the 'Buyer'.

2. INTERPRETATION

- 2.1 In these conditions the singular shall include the plural and vice versa, and the use of gender shall be immaterial.
- 2.2 The headings of each provisions in these Conditions are intended to be for convenience only and will not have an effect on interpretation.
- 2.3 Nothing in these Terms and Conditions shall exclude or restrict any 'Statutory Rights' conferred upon you where you deal with a consumer within the meaning of the Unfair Contract Terms Act 1977.

3. GENERAL

- 3.1 Any contract between Impressions Joinery and any of its customers for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the Customer's order.
- 3.2 The waiver of any conditions herein, at any time by the Customer, shall not be effective unless it is specifically agreed in writing by Impressions Joinery and shall constitute a waiver for the purpose of that particular transaction only and all other conditions herein shall remain in full force and effect.
- 3.3 Any contract between Impressions Joinery and the 'buyer' shall only arise on the written acceptance by Impressions Joinery of the 'buyers' order.
- 3.4 Acceptance of the delivery of the 'Goods' shall be deemed conclusive evidence of the 'Buyer's' acceptance of these conditions.

4. PRICE AND PAYMENT

- 4.1 The 'Price' for the 'Goods' shall be the price as stated on the quotation or estimate provided by Impressions Joinery, or such other price as the parties may agree in writing or orally.
- 4.2 All processes are subject to VAT which will be charged at the current rate.
- 4.3 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.
- 4.4 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 28 days of the date of the invoice unless stated otherwise.
- 4.5 Impressions Joinery 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.
- 4.6 The Customer should understand that, for all orders over £1000 including VAT, a credit check and public record search may be made, and the Customer will be asked for written consent for this.
- 4.7 The company will ask for deposit payments for large orders, 25% when the order is confirmed, 25% five days before delivery/installation/collection and 50% upon completion.

5. QUOTATIONS

- 5.1 Any quotation made by Impressions Joinery shall amount to an invitation to the 'Buyer' to make an offer to the terms set out in such quotation.
- 5.2 All quotations are given subject to the right of Impressions Joinery to alter or withdraw the same without notice.
- 5.3 A binding contract between Impressions Joinery and the 'Buyer' should only arise upon acceptance by the 'Buyer' of Impressions Joinery's offer and such contract shall be subject to the 'Terms and Conditions' here in.
- 5.4 Any quotation provided by Impressions Joinery shall be valid for acceptance by the Customer for a period of 3 months from the date of the quotation, and Impressions Joinery shall be required to accept an order based on the quotation within this 3 month period.
- 5.5 The price quoted is exclusive of VAT and the 'Buyer' will pay any such tax duty or charge.
- 5.6 All costs or charges in relation to packaging, loading, unloading, carriage and insurance (if applicable) which shall be due at the rate ruling on the date Impressions Joinery's invoice unless included within our quotation.
- 5.7 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.
- 5.8 Unless otherwise agreed in writing, no quotation shall be subject to any discount.

6. GOODS

- 6.1 All 'Goods' shall be required to conform to the specification in the order for 'Goods' by the Customer as accepted by Impressions Joinery or as otherwise expressly agreed in writing or orally.
- 6.2 Any order for 'Goods' sent by the Customer to Impressions Joinery shall be deemed to be accepted subject to the Conditions contained herein.
- 6.3 Each order for Goods accepted by Impressions Joinery shall be deemed to be an individual legally binding contract between the parties.
- 6.4 Where any designs or patterns or specifications have been supplied by the Customer for manufacture by or to the order of Impressions Joinery then the Customer warrants that the use of those designs, patterns or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the intellectual property or other rights of any third party. The Customer shall indemnify and keep indemnified Impressions Joinery against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters, patent, copyright, registered design, registered trademark or any other protection subsisting in favour of any third party in any such pattern or specification.

7. DELIVERY

- 7.1 Unless otherwise agreed in writing all orders are delivered to UK mainland only.
- 7.2 Any delivery date or times set out are estimates only and while Impressions Joinery will make all reasonable efforts to deliver the goods within the time agreed Impressions Joinery will not be responsible for any losses caused by to the 'Buyer' as a result of late delivery.
- 7.3 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.
- 7.4 Impressions Joinery shall not be liable to the 'Buyer' 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 Impressions Joinery's reasonable control. The buyer is not entitled to refuse delivery of 'Goods'.
- 7.5 All risk in the Goods shall pass to the 'buyer' upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale unless agreed otherwise in writing between parties.
- 7.6 Impressions Joinery shall be entitled to deliver the goods in one or more consignments unless expressly agreed otherwise.
- 7.7 If the buyer fails to take delivery of the goods at the time specified, or if the 'Buyer' has failed for a reasonable period of time to give delivery instructions after the same has been requested by impressions Joinery, Impressions Joinery may without prejudice to its other rights, charge the buyer with the cost of storage from the date the goods were tendered for delivery, the cost of any additional transport and the sum equal to any loss by Impressions Joinery in the resale caused by the Buyers default.
- 7.8 If Impressions Joinery is unable to deliver the Goods for reasons outside its control, Impressions Joinery shall be entitled, at the Customer's expense, to place the 'Goods' in storage until such time as the 'Goods' may be delivered.

8. VARIATIONS & CANCELLATIONS

- 8.1 No cancellation by the 'buyer' is permitted except where expressly agreed by Impressions Joinery and any cancellation of an order must be sent by the 'Buyer' to Impressions Joinery in writing.
- 8.2 The 'buyer' will in the event of agreed cancellation by the Customer indemnify Impressions Joinery against all expenses incurred up to the time of such cancellation.
- 8.3 On receipt of written cancellation any deposit taken shall be refunded to the 'Buyer' less any expenses Impressions Joinery has incurred.
- 8.4 A charge will be made for any additional drawings, detailing, shop work and materials involved if variations are made. Any delivery commitments previously entered will be void.
- 8.5 Impressions Joinery's price is based on the understanding that a clear site with adequate working space will be made available in due time and that working conditions and facilities will allow any agreed phase of the work to be completed in one operation in normal working hours. If these conditions are not met Impressions Joinery have the right to increase the price by an appropriate amount.

9. TERMINATION

- 9.1 Impressions Joinery shall be entitled (without prejudice to any of our other rights) to terminate any contract or suspend deliveries between parties if you:
- Become solvent or
 - Fail to pay any amounts falling due to us, whether under these conditions or otherwise; or
 - Commit a breach of any terms of our contract with you or any other contract which we may have with you; or
 - Are declared bankrupt, go into voluntary or compulsory liquidation, declared insolvent or are prohibited from trading.

10. INSURANCE WORK

- 10.1 Whilst Impressions Joinery is pleased to undertake insurance work, this is only done on the understanding that the 'Buyer' is responsible for paying Impressions Joinery's invoice, not the insurance company. Impressions Joinery is unable to deal with insurance companies direct unless agreed in writing between all parties.

11. TITLE TO GOODS

- 11.1 Impressions 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 7.4.
- 11.2 Whilst risk in items supplied to you by us shall pass on delivery, legal and beneficial ownership of the items (title of 'Goods') shall not pass to the Customer until Impressions Joinery has been **paid in full** for the 'Goods.' Nothing in this Clause shall prevent Impressions Joinery from raising an action against the 'Buyer' for payment of the 'Goods'.
- 11.3 The title of any unwanted items removed by Impressions Joinery such as debris or rubbish from the Customer's property transfers immediately to Impressions Joinery.

12. DAMAGE IN TRANSIT

- 12.1 Upon the 'buyer' serving notice within **24 hours** of delivery to Impressions Joinery, the 'buyer' shall be entitled to replacement 'Goods' if Impressions Joinery is reasonably satisfied that the 'Goods' have been damaged during transportation arranged by Impressions Joinery.
- 12.2 The 'buyer' shall be deemed to have inspected the goods/work on delivery/completion and any claim that the 'goods' are not in accordance with the Estimate or any allegation that the goods/work are faulty design, material or workmanship shall be made in writing to Impressions Joinery within 24 hours of the date of delivery of the 'goods' to the 'buyer' and if no such claim is made the goods shall be deemed to have been accepted by the buyer as being in accordance with the estimate.

13. GUARANTEE

- 13.1 Where the 'Goods' have been manufactured by Impressions Joinery and are found to be defective, or installation work by Impressions Joinery is found to be defective; Impressions Joinery shall repair or, at its sole discretion, replace defective goods free of charge upon the following conditions:
- 13.1.1 The 'buyer' giving notice of the defect within 5 days of the defect coming to the 'buyers' attention;
- 13.1.2 Such notice being served within 20 days of delivery or collection for a "supply only" sale, or within 1 month of the date of the invoice for "installation" work;
- 13.1.3 The defect being due to Impressions Joinery's faulty design, workmanship or materials;
- 13.1.4 The Customer having complied with Impressions Joinery's oral or written instructions as to storage, installation, use or maintenance of the 'Goods' or in accordance with good trade practice; and
- 13.1.5 The defect is not due to rot or insect attack of joinery items as specified in Clause 15.3
- 13.2 Any Goods to be repaired or replaced under Clause 12 for a "supply only" sale shall be delivered to Impressions Joinery at the Customer's expense.
- 13.3 Where the Goods have been manufactured by a third party Impressions Joinery shall where possible pass on to the 'buyer' the benefit of any warranty in respect of the 'Goods' granted to Impressions Joinery by such third party. This includes items such as double-glazing units, ironmongery etc.
- 13.4 All external joinery must be fully decorated within 1 month of delivery/installation and then at regular intervals thereafter. Impressions Joinery will provide joinery with base coat primer/sealer unless instructed otherwise.

Please note the following:

- 1. Any breakages of glass after installation are excluded from the guarantee, unless proven to have been broken at the time of installation.*
- 2. Any defects caused to any products manufactured and installed by Impressions Joinery, by materials used and workmanship of any third party is excluded from the guarantee.*

14. LIMITATION OF LIABILITY

- 14.1 Subject to Impressions Joinery's liability under Clause 7 and subject to Clause 16 Impressions 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'.
- 14.2 Subject to this Clause 13 and Clause 16 all other conditions, warranties or other stipulations concerning the 'Goods' whether expressed 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, Impressions Joinery grants no warranties regarding fitness for purpose, use, quality or nature of the 'Goods' whether expressed or implied by statute or common law.
- 14.3 Subject to Clause 17 the liability of Impressions Joinery under this Agreement howsoever arising shall not exceed the Price.

15. JOINERY WORK

- 15.1 For a "supply only" sale, the 'buyer' is responsible for the accuracy of sizes requested. Any amendments to joinery items ordered due to inaccurate sizes will be charged for.
- 15.2 Whilst every attempt is made to eliminate the expansion and shrinkage of external/internal joinery items such as gates, doors and windows by allowing a certain amount of clearance, Impressions Joinery is not liable for any expansion/shrinkage or swelling of these items.
- 15.3 Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.
- 15.4 Timber is a natural product, therefore there is always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for unless a "book matched" product has been asked for, which is normally extra to a standard quote.
- 15.5 Impressions Joinery do an amount of "machine only" works for clients, and unless a cutting list is provided with all boards fully marked, then we cannot be held responsible for elements of waste within the material supplied. We also abide within the standard tolerances within the timber trade, which allows for (+-) 0.5 mm within machine works. We will make the clients aware if we feel the timber supplied is sub-standard for the works proposed.
- 15.6 Impressions Joinery cannot guarantee 100% that knots will not show through any factory finished product when the timber being used is Softwood.

16. SPECIFIC GOODS

- 16.1 Doors and Joinery Items; where doors and joinery items are supplied with a factory applied equalising stain, or primer, the Customer must paint/stain such products with a minimum of two coats of proprietary wood stain and primed joinery must be treated with a full paint finish. Primer and equalising stains do not give long term protection against the ingress of moisture and Impressions Joinery cannot accept responsibility for 'Goods' which are not treated as recommended after sale.

- 16.2 Doors: subject to the 'buyer' complying with Clause 16.1 – this guarantee does not apply to doors which swell/shrink due to intake of excessive moisture or any other neglect or misuse on the part of the 'buyer' after sale. Impressions Joinery's liability under this guarantee shall not extend to costs or charges of unfixing, refixing, painting, polishing, staining, handling, cartage, storage or other additional charges or expenses. (This does not affect your statutory rights).

Manufacturer's recommendations regarding protection of timber windows and doors.

- 1. The correct treatment of all timber windows and doors is critical and failure to carry this out will lead to the guarantee being invalidated.*
- 2. Any timber product which is supplied and fitted to the buyer of a primed only nature would require top coating within 2 weeks of delivery/fitting with a suitable micro porous product. Failure to fulfil this would nullify any guarantees.*
- 3. Any factory finished item would require maintenance coats after 3-5 years dependent on*

17. DEFAULT BY CUSTOMER

- 17.1 If the 'buyer' shall fail to pay the price for the goods and/or services by the due date for payment, the (without prejudice to any other rights of Impressions Joinery arising from such failure) 'buyer' shall (if so required by Impressions Joinery) pay Impressions Joinery interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.
- 17.2 If the 'buyer' shall commit default in or commit any breach of its obligations to Impressions Joinery, or if any distress or execution shall be levied upon the 'buyer', its property or assets or if the 'buyer' shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the 'buyer' shall be a company and any resolution or petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer shall be a company and any resolution or petition to wind up such company's business shall be passed or presented otherwise than for the purpose of amalgamation or reconstruction whilst solvent, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, or if the 'buyer' shall be insolvent then without prejudice to any other rights available to Impressions Joinery it may forthwith cancel any contract then subsisting with the 'buyer' or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.

18. GENERAL

- 18.1 Nothing in these Conditions shall be construed so as to exclude or limit the liability of Impressions Joinery for breach of the warranties contained in Clause 11 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 Impressions Joinery and the 'buyer' for the sale and purchase of the 'Goods' incorporating these Conditions.
- 18.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of Impressions Joinery for death or personal injury as a result of Impressions Joinery's fraudulent misrepresentation, negligent actions or those of its employees or agents.

19. COMPLAINTS

- 19.1 If you have a complaint about our service or any goods you purchased from Impressions Joinery please contact us immediately. You will be contacted as soon as possible.
- 19.2 All complaints will be dealt with in a fair and confidential manner.

20. FORCE MAJEURE

- 20.1 If the performance of the contract shall be delayed by any circumstances beyond the control of Impressions Joinery including (but without prejudice to the generality of the foregoing) war, hostilities (whether war shall be declared or not), insurrection, industrial disputes, strikes, lock-outs, riots, explosion, fire, storm, act of God, accidents, unavailability or shortage of materials or labour, interruptions of supply, any statute, rule, law bye-law, or order or request made by or issued by any government department or local or other duly constituted authority, then Impressions Joinery shall have the right to suspend further performance of the contract until such time as the cause of the delay shall no longer be present and for a reasonable time thereafter.
- 20.2 If the performance of the contract by Impressions Joinery shall be prevented by any such circumstances beyond the control of Impressions Joinery then Impressions Joinery shall have the right to be discharged from the further performance of any liability under the contract. If Impressions Joinery exercises such a right then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by Impressions Joinery.

21. GOVERNING LAW AND JURISDICTION

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