

FALLOWFIELD PROJECTS LTD — TERMS & CONDITIONS

1. Definitions

Buyer	The Person who buys or agrees to buy the goods from the Seller.
Conditions	The terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
Goods	The articles which the Buyer agrees to buy from the Seller.
Price	The price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
Seller	Fallowfield Projects Ltd, Staveley Mill Yard, Staveley, Cumbria LA8 9LR

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price & Specification

- 3.1 The Price shall be the price quoted on the Seller's Final Pricing which has been accepted by the Buyer. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be rectified by the Seller as soon as discovered and such errors and omissions shall not be binding upon the Seller nor permit the Buyer to vary the Contract or any of its terms.
- 3.2 Where the Buyer is a Trade/Commercial or Supply Only customer the Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted to the Buyer and for giving the Seller any necessary information relating to the Product within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The Seller reserves the right to make any changes in the specification of the Product which are required to conform with any applicable statutory requirements, or where the goods are to be supplied to the seller's specification, which do not materially affect their quality or performance.
- 3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer may be required to indemnify the Seller against any loss incurred by the Seller as a result of the cancellation. Orders may be secured with a Deposit payment which will be requested by the Seller. Deposits are non-refundable. Any deposit refunds are at the Seller's discretion.
- 3.5 All Quotations, unless a contrary intention appears on the face thereof, are open for acceptance for a period of 30 days. Any acceptance received late may be accepted by the Seller in its discretion in which case it will be binding upon the Buyer.
- 3.6 The Seller reserves the right to reject an order on giving written notice thereof to the Buyer. In the event of such rejection, no liability shall accrue to the Seller.
- 3.7 Prices may not include the cost of packing & delivery, which may be charged for separately where appropriate. Any additional packing/delivery costs will be notified by the Seller to the Buyer prior to delivery of order.
- 3.8 Where the Seller agrees to process the Product for the Buyer, the Seller may at its option sub-Contract such processing work to the third party and in such instance the third party's Contract Conditions (if any) shall apply and bind the Buyer in circumstances where he has been given notice thereof prior to the sub-Contract work being performed.
- 3.9 Unless otherwise expressly agreed between the Seller and the Buyer, the price is strictly net and is payable in accordance with the terms stated on the invoice. If payment shall not have been made by the due date, then the Seller shall be entitled to recover from the Buyer, in addition to the price of the Product, interest on any outstanding balance at the rate of 4% above minimum UK lending rate then in force from such date until payment. The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Product to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, within limitation, significant increases in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Product which is requested by the Buyer, or any delay caused by any instructions of the Buyer, or failure of the Buyer to give the Seller adequate information or instruction).

4. Payment

In the absence of a 30 day trade credit account payment terms are 10% Deposit to secure manufacturing and fitting time slots, 30% to proceed with manufacture, 50% on completion of manufacture and 10% on completion of fitting. In the event of cancellation of the Order by the Buyer any Deposit refund would be at the discretion of the Seller.

5. Goods

The quantity and description of the Goods shall be as set out in the Seller's Final Pricing Document accepted by the Buyer.

6. Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the Final Pricing Document. Product Guarantee Information will apply.

- 6.1 Any items deemed by the Seller to be covered by Guarantee will be supplied free of charge, installation costs relating to the replacement items may be chargeable – any charges will be at the discretion of the Seller. Natural timber products including Accoya are subject to variations of colour and grain. The Seller cannot guarantee that there will not be some variation in grain and/or colour where the timber product is supplied in the raw or with stain finish.
- 6.2 Where the Seller agrees to install and/or affix the Goods for the Buyer, then the Seller shall be under no liability whatsoever for any loss or damage, whether direct or consequential and howsoever arising, caused to the Buyer, the Buyer's customer or to any third party, during or as a result of or in connection with the installation, save where such loss or damage was caused by the negligence of the Seller, its servants or agents, in or about the installation.
- 6.3 Where material or other property is supplied to the Seller by the Buyer, or on behalf of the Buyer (whether owned by the Buyer or not) whether to be held or to be worked upon by the Seller for the purposes of this Contract, the Seller accepts no responsibility for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.
- 6.4 Joinery items supplied by the Seller on a supply only basis that are not correctly stored/fitted/finished/decorated by the Buyer will not carry any form of guarantee.
- 6.5 Any doors supplied by the Seller that are fitted by the Buyer or their Agent without a porch or canopy will not carry any form of guarantee against timber movement.
- 6.6 Photographs of fitted joinery may be used by the Seller in Publicity Information. The Buyer must inform the Seller if they do not want the Seller to use photographs of fitted joinery for publicity purposes.

7. Delivery of the Goods

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so.
- 7.3 Dates for delivery are approximate and, unless the parties agree in writing otherwise, time shall not be essence of the agreement.
- 7.4 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 7.5 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.
- 7.6 The Seller shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any Products as a result of any cause beyond the Seller's reasonable control. The Buyer shall have no right to cancel any order, nor to refuse delivery of any consignment on the grounds of delay or non-delivery resulting from such a cause.
- 7.7 The Seller may at its option cancel or withhold all further deliveries under the Contract in the event that any debt is due and payable to the Seller by the Buyer, but is unpaid.

8. Acceptance of the Goods

- 8.1 The Buyer shall be deemed to have accepted the Goods [48 hours] after delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within [48 hours] of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3 Where the Goods are supply only and the Seller is responsible for delivery of the Goods, the Buyer shall notify the Seller in writing of any shortages, damage or loss in transit within 3 days of the date of receipt.
- 8.4 Where notice is given under 8.3 the Seller's liability should be limited to the cost of the Goods so damaged, lost or in short supply.
- 8.5 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 8.6 Where the Goods are supply only and the Seller is responsible for delivery of the Goods, the Buyer shall be responsible for providing labour for the purpose of unloading and such unloading shall be at the Buyer's risk.
- 8.7 Where the Goods are reported to be defective they must be retained by the Buyer for inspection by the Seller.
- 8.8 Any defects in the Goods which arise as a direct result of the Buyer's specification shall not be the liability of the Seller.

9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.