



## DJ NEWMAN JOINERY LTD

# Terms & Conditions of Sale

*The rights of Consumers (as defined by Consumer Transactions (Restrictions on Statements) Order 1976) are not affected by these terms.*

### **1. Application of Terms**

1.1 The following Terms and Conditions ("the Conditions") are the terms on which DJ Newman Joinery Limited ("the Company" or "we") sells products ("the Goods") and/or provides a service ("Services") to a purchaser of such Goods and Services ("Customer") and supersedes and excludes all other terms and Conditions (including any which the Customer purports to apply) relating to the subject matter of these Conditions, apart from further or altered Conditions specified in individual written estimates or quotations.

1.2 The Customer acknowledges that he does not rely upon any statement or representation other than as expressly stated in writing

### **2. Price and Payment**

2.1. The price for the Goods and Services ("the Price") shall be the price as stated on the quotation provided by the Company (exclusive of any applicable taxes not included in the quotation) Any variation to the Goods or Services included in the quotation may include additional costs which will be explained to the Customer either in writing or orally; see Clause 4 "Change Orders", below.

2.2. For a "supply only" sale, i.e. where Goods are sold without installation at the Customer's property, a deposit may be required by the Company and same to be paid before any work commences. We reserve the right to request interim payments and the balance/payments of the Price shall be made by the Customer/Contractor upon collection of the Goods from our workshop or prior to delivery unless otherwise specifically agreed to and confirmed in writing by the Company.

2.3. For an "installation" sale, i.e. where items are installed, or work is carried out at the Customer's property, a deposit may be required by the Company and same to be paid before any work commences. We also reserve the right to request interim payments. The balance/payments of the Price for Goods shall be made by the Customer/Contractor against invoice upon completion of manufacturing. The Company reserves the right not to install the Goods until it receives such payment in full. Payment for installation services against invoice shall be settled no later than 7 days from issued date unless otherwise specifically agreed to and confirmed in writing by the Company.

2.4. The Customer understands and acknowledges that the Company will exercise its statutory right to claim interest and compensation debt recovery costs under the late payment legislation if the Company is not paid according to the terms above.

2.5 The Company shall be entitled to terminate or suspend the performance of any contract and any liability of the Company under the Company's Guarantee Policy deemed incorporated herein shall cease if the Customer:

2.5.1 fails to make any payment when due;

2.5.2 has a bankruptcy order made against it, or takes any benefit of any relief for insolvent debtors;

2.5.3 convenes a meeting of creditors or enters into liquidation;

2.5.4 passes any resolution or a petition is presented for the appointment of an administrator or for the commencement of any proceedings related to or in respect of the Customer's insolvency (including its inability to pay its debts as they fall due);

2.5.5 has any execution (legal or equitable) levied on its property;

2.5.6 fails to comply with any of these Conditions or the terms and conditions of any contract with the Company;

2.5.7 encumbers or charges any Goods supplied by the Company, prior to such Goods being fully paid for.

### **3. Quotations**

3.1. Any quotation provided by the Company shall be valid for acceptance by the Customer for a period of 28 days from the date of the quotation.

3.2. It is the responsibility of the Customer to review the details of the quotation including all measurements and materials and to advise the Company of any discrepancies before acceptance.

3.3 Acceptance of the quotation may be made orally or in writing. An Order Confirmation Form will be sent as soon as possible to the Customer who is confirm acceptance by either signing and returning the form or by sending confirmation by email. The Company is entitled to rely upon the Order Confirmation Form as creating an enforceable contract incorporating the Company's Terms and Conditions in the case of the Customer omitting to confirm acceptance as required herein.

### **4. Change Orders**

4.1. The words "Change Order" shall mean and refer to any written or oral request to allow any material additions, deletions, modifications, substitutions or extras to any contract.

4.2. The Company reserves the right to amend its pricing under the contract as a result of any Change Order. The Customer also accepts that the Company may make an additional charge for administration costs in giving effect to any Change Order. The Company shall advise the Customer of any changes to pricing including any administration costs and the Customer shall confirm acceptance of such changes prior to any Change Order being executed.

### **5. Goods and/or Services**

5.1. The quantity and description of the Goods and/or Services shall be as set out in the quotation or confirmation of order (as amended in writing). Where special tolerances or materials are required, no liability shall attach to the Company unless such tolerances or materials have been expressly agreed by the Company in writing.

5.2. If a quotation is returned signed by the Customer or the Customer confirms acceptance in writing then the Customer will be deemed to have accepted the Company's Terms and Conditions for the Goods and/or Services.

5.3. Each order for Goods and/or Services accepted by the Company shall be deemed to be an individual legally binding contract between the parties.

### **6. Services**

6.1 Where the Company provides Services to the Customer, the Customer shall allow the Company's servants and agents safe and reasonable access to the site.

6.2 The price quoted for any Services assumes that:-

6.2.1. the site is ready and suitable for the provision of the Services at the agreed time;

6.2.2. the Services are to be carried out in normal working hours;

6.2.3. all and any necessary lifting gear is available and paid for by the Customer;

6.2.4. all necessary permissions, licences and consents have been obtained by the Customer;

6.2.5. the site, the equipment and any labour provided by the Customer fully comply with all laws and regulations;

6.2.6. the Customer is responsible for all the protection of all structures, carpets, and furniture and fittings during the provision of the Services;

6.2.7. all intellectual property rights including but not limited to copyright in designs and drawings provided by us or our agents shall remain the property of the Company.

### **7. Delivery**

7.1. Unless otherwise agreed delivery shall take place at the Company's place of business, or where the Company has agreed to deliver, at the point when

the Goods are ready to be unloaded at the place of delivery. The point of unloading must be at a site which is suitable and safe for the Company's servants and agents and transport. The cost of any onward delivery from such point shall be at the cost and risk of the Customer.

7.2 Any dates and times of delivery are estimates only and the Company shall not be liable for any delays in delivery. Time of delivery shall not be the essence of the contract.

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. All risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery (as defined herein) for a "supply only" sale.

7.5. If the Company is unable to deliver the Goods for reasons outside of its control, the Company shall be entitled, at the Customer's expense, to place Goods in storage until such a time as the Goods may be delivered.

7.6. 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.

7.7. Whilst the Company is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying the Company's invoice, not the insurance company. The Company is unable to deal with insurance companies direct.

#### **8. Title to Goods**

8.1. Ownership of the Goods (even after delivery or deemed delivery) shall remain with the Company until the Goods are paid for in full and the Company reserves the right to exercise its rights to recover and re-possess such Goods which have not been paid for in full. The Customer hereby grants to the Company and its agents an irrevocable right to enter any premises where the Goods may be stored to effect such a recovery.

8.2 The Company warrants that it has title to the Goods until the Customer has paid the invoice in full. Nothing in this clause shall prevent the Company from raising an action against the Customer for payment of the Goods.

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

#### **9. Damage in Transit**

9.1. The Customer shall not be entitled to replacement of Goods damaged during transportation unless such transportation is arranged by the Company and the Company is reasonably satisfied that such damage is due to the Company's fault.

9.2. The Company is not liable for any damage during transportation if the Customer collects the Goods.

#### **10. Defects**

10.1. 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 on or in its sole discretion replace defective Goods free of charge in accordance with the Company's Guarantee Policy deemed incorporated herein upon the following Conditions:

10.1.1. The Customer giving notice to the defect to the Company within 5 days of the defect coming to the Customer's attention

10.1.2. The defect being due to the Company's faulty design, workmanship or materials

10.1.3. 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.

10.2. Any Goods to be repaired or replaced under Clause 10.1 for a "supply only" sale be delivered to the Company at the Customer's expense, unless otherwise agreed.

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

#### **11. Limitation of Liability**

11.1. The Company's liability under these Conditions (or otherwise) shall not extend to any loss (including loss of profit), costs, damages, charges or expenses or consequential loss whatsoever incurred by the Customer for any loss or damage to or caused by the Goods or provision of Services.

11.2. Subject to this Clause 11 all other Conditions, warranties or other stipulations concerning the Goods or Services, 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.

#### **12. Joinery Work**

12.1. 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 to the Customer.

12.2. Where goods have been manufactured in conformity with a design submitted by the Customer, including the Customer's agent or architect, the Company gives no warranty that the Goods are fit for the Customer's purpose or purposes. The Customer warrants that he has satisfied himself that the Goods will be fit for every purpose which he requires them and that he does not rely on any skill or judgment of the Company in that regard.

12.3. Whilst all reasonable attempt is made to eliminate the expansion of external joinery items such as gates, doors and windows by allowing a certain amount of clearance, the Company is not liable for any expansion or swelling of these items.

12.4. The Company's liabilities for defects of workmanship, rot or fungal attack, hardware, glazing and factory-applied finishes are contained in the Company's published Guarantee Policy which is deemed incorporated herein.

12.5. Unless otherwise stated, installation, staining or painting of joinery items is not included in the estimate or quoted price.

#### **13. General**

13.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of the Company 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 or supply of Services incorporating these Conditions, save that to the fullest extent allowed by law the Company's liability shall not exceed the price of the Goods and Services supplied.

13.2. Nothing containing 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, negligent actions or those of its employees or agents. The Customer shall indemnify the Company for any death or personal injury to any servant or agent of the Company or any third party, which occurs on the Customer's or the Customer's or agent's premises or place of delivery or due to the negligence of the Customer, its servants or agents.

13.3 The Customer shall indemnify and hold the Company harmless in respect of any claims brought by any third party arising from any claim for any breach or alleged breach of any third party's intellectual rights in any part of the world.

13.4 No contract (or any part thereof) shall be transferred or assigned by the Customer without the written consent of the Company.

13.5 Should any provision of these terms and Conditions be found or deemed to be unenforceable or unlawful, such provision shall be deemed severed from the contract and the remaining conditions shall continue in full force and effect.

13.6 Failure or delay by the Company in enforcing any of its rights shall not be deemed to be a waiver of such rights which will continue in full force and effect unless expressly waived in writing by the Company.

13.7 No party who is not a party to any contract with the Company (save for members of the Company) shall be entitled to enforce such contract.

#### **14. Health & Safety, Waste**

14.1 Without limitation to the other provisions contained herein, the Customer shall ensure compliance with all laws and regulations relating to health and safety and waste disposal at the site where the Goods or Services are supplied and shall indemnify and hold the Company harmless in respect of any breaches thereof.

#### **15. Bribery and Corruption Laws**

15.1 The Customer shall ensure that all its servants, employees and agents fully comply with all and any laws and regulations relating to bribery and corruption and the Company reserves the right to terminate, without compensation any contract which is found to have been induced or performed in a manner which is in breach of any such laws or regulations. Notwithstanding any such termination the Customer shall remain liable to indemnify and hold the Company harmless for the consequences of any such breach.

**16. Force Majeure**

16.1. The Company shall not be responsible for the consequences (including, without limitation, late delivery) of any cause beyond the Company’s control, including (without limitation) those caused by the acts or omissions of the Company’s suppliers.

**17. Governing Law and Jurisdiction**

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

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15 Nov 2019

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**COMPLAINTS PROCEDURE**

DJ Newman Joinery Ltd. is committed to providing high-quality joinery products which meet the standards our customers expect of us and we expect of ourselves.

We make every effort to ensure that everything we manufacture is produced fit for purpose, to the satisfaction of our customer or their representative, on time, and to the price agreed.

If a customer believes that they have reason to be dissatisfied with the product or the service we have supplied, we will try to the best of our ability to find a mutually acceptable solution.

If a query or complaint is received, it will be referred to a director of the Company, who will contact the customer directly to clarify the details. If appropriate or necessary, they will arrange for an inspection visit. If we conclude that we are in some way responsible for the problem that has arisen, we undertake to rectify it in a mutually agreeable manner as soon as possible.

If further advice or assistance is required, or if it is agreed that an independent view is required, we may seek the opinion of the Technical Department of the British Woodworking Federation.

We aim to respond initially to any query or complaint within 10 working days. We hope to agree any remedial action which may be required within 10 working days of the inspection.

We keep a written record of all complaints and queries received and review them from time to time in order to ensure that problems do not recur.

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**WARRANTIES**

**GUARANTEES.** We offer the following guarantees on our products:

**50-year guarantee against rot and fungal attack on all Accoya® product.**

**20-year guarantee against rot and fungal attack on all hardwood product.**

**10-year guarantee against rot and fungal attack on all internal softwood product.**

**3-year guarantee against rot and fungal attack on all external softwood product.**

Please note the Company does NOT recommend the use of softwood for any external joinery.

Each of the above guarantees is subject to the product not having been left exposed prior to being surface finished and having been properly painted, varnished, stained or treated and maintained in accordance with the recommendations of the paint, varnish or stain manufacturers.

**5-year guarantee\* (maximum) on workmanship**

The Company will not accept responsibility for products that have been cut down or altered after manufacture, or where such use or structural strength is impaired following improper fitting of such products or any hardware affixed to such products. Such guarantee shall not cover natural movements of wood including twisting nor the swelling of timber as a result of exposure to the elements without appropriate protection.

Location	Moderate Climate †	Hard Climate †	Extreme Climate †
Sheltered ‡	5 Years	4 Years	2 Years
Partly Sheltered ‡	4 Years	3 Years	1 Year
Unsheltered ‡	3 Years	2 Years	N/A

**5-year guarantee (maximum) on hardware against manufacturing defects, finish and mechanical failure**

No guarantee for hardware shall exceed any guarantee given by the hardware manufacturer. No guarantee will be given for hardware if the property is within 2km of the coast unless expressly underwritten by the Company at the time of placing the order.

Location	Moderate Climate †	Hard Climate †	Extreme Climate †
Sheltered ‡	5 Years	3 Years	N/A
Partly Sheltered ‡	4 Years	2 Years	N/A
Unsheltered ‡	3 Years	N/A	N/A

**5-year guarantee (maximum) against failure of factory double-glazed windows**

No guarantee for glazing shall exceed any guarantee given by the glazing supplier and is subject to both the glazing and the unit to which it is affixed being properly maintained in accordance with the requirements of the glazing manufacturer.

**2-year guarantee against failure of factory slim line double-glazed windows.**

This refers to any glazing with a cavity thickness of 8mm or less. This guarantee is subject to the same conditions as for standard double-glazed units, above.

**2-year guarantee (maximum) on full factory-finished dark paint colours (e.g. black)**

Location	Moderate Climate †	Hard Climate †	Extreme Climate †
Sheltered ‡	2 Years	2 Years	1 Year
Partly Sheltered ‡	2 Years	1 Year	1 Year
Unsheltered ‡	1 Year	1 Year	1 Year

This guarantee will be voided if the surface finish has been damaged by neglect, poor fitting or excessive wear-and-tear.

#### 5-year guarantee (maximum) on full factory-finished stained products including clear lacquer

Location	Moderate Climate †	Hard Climate †	Extreme Climate †
Sheltered ‡	5 Years	4 Years	2 Years
Partly Sheltered ‡	4 Years	3 Years	1 Year
Unsheltered ‡	2 Years	1 Year	1 Year

This guarantee will be voided if the surface finish has been damaged by neglect, poor fitting or excessive wear-and-tear.

#### 5-year guarantee (maximum) on full factory-finished light-painted colours, e.g. white

Location	Moderate Climate †	Hard Climate †	Extreme Climate †
Sheltered ‡	5 Years	3 Years	2 Year
Partly Sheltered ‡	4 Years	2 Years	1 Year
Unsheltered ‡	2 Years	1 Year	1 Year

This guarantee will be voided if the surface finish has been damaged by neglect, poor fitting or excessive wear-and-tear.

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- † Moderate Climate: includes non-coastal areas at low altitude;  
Hard Climate: includes an area within 2 km of the coastline;  
Extreme Climate: any area of high exposed altitude or direct coastal areas.
- ‡ Sheltered: Protected from storms and direct UV exposure, e.g. by a large roof overhang or beneath a porch;  
Partly Sheltered: Not fully exposed to storms by virtue of some protection against the elements and partially shaded from UV exposure, e.g. a window set back in a reveal;  
Unsheltered: Fully exposed to the elements and/or UV light, e.g. a window set flush with the face of a building.
- ★ General Care:
- Joinery components must not be used as scaffold supports, walkways, templates or be subjected to other abuse.
  - Ensure adequate building ventilation, especially where wet trades have been as high levels of humidity can cause excessive swelling and the decorative coating to blister and discolour.
  - Products must be protected at all times from dust and debris during the building process. Failure will cause damage to decorative coating, weather seals glass and ironmongery mechanisms.
  - When the building is finished, there should be adequate ventilation when the heating is switched on to avoid abnormal levels of humidity causing either an increase or a decrease in the moisture content of joinery component
  - All moving parts should be maintained free of all binding and dragging.
  - Joint tolerances should be maintained with an optimum gap to facilitate their operation and water run off where applicable.
  - Any item of ironmongery disconnected or removed for any reason must be reconnected or refitted otherwise damage to the joinery may ensue.
  - When operating opening windows or door sets, if a resistance is felt do not forcibly operate the item or damage will occur. Always investigate the reason for the resistance.
- ⌘ General maintenance:
- All painted products should be inspected annually and any surfaces that have been damaged or where the paint film has some other form of defect should be treated with a good quality suitable microporous coating;
  - Any surface cut, particularly those exposing end grain must be brush coated with preservative and then coated with at least one full coat of microporous paint suitable for exterior application before the joinery is in a fixed position;
  - If the paint finish film is damaged, it must be repaired immediately; Failure to do so will result in reduced durability of the coating system;
  - Frames should not be rubbed down with coarse sanding paper. If a key is required use a fine sanding cloth;
  - Cleaning:
    - Superficial surface dirt can be removed by washing with water and a damp cloth. Remove heavier accumulations with a mild solution of household detergent. Always wipe the surface well with clean water to remove excess detergent.
    - Do not allow abrasive tools, strong detergents, ammonia, bleach or other harsh cleaning chemicals to come into contact with finished surfaces. Avoid solvents.
    - Avoid leaving detergents and other liquid cleaners on wood substrates to prevent possible absorption.
    - Avoid saturating the product.
    - Care must be taken to ensure cleaning cloths are kept free from grit and debris.
    - Do not Jet wash, use a pressure hose or use pole cleaning as these methods of cleaning will damage the paint and can dislodge any glazing bars and damage seals.
  - Failure to follow the above recommendations for care and maintenance may affect any guarantee and the long-term performance of the joinery products.