



## **TERMS & CONDITIONS**

### **1. GENERAL**

1.1 Any contract between NBJ and any of its customers for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms or conditions attached to the Customer's order.

1.2 The waiver of any of any conditions herein at any time by the Customer shall not be effective unless if specifically agreed in writing by NBJ 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.

1.3 Any contract between NBJ and the Customer shall only arise on the written acceptance by NBJ of the Customer's order.

### **2. PRICE AND PAYMENT**

2.1 The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by NBJ, or such other price as the parties may agree in writing or orally.

2.2. 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.

2.3. 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 20 days of the date of the invoice.

2.4. NBJ 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.

2.5. 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.

2.6. The company may ask for deposit payments for large orders.

### **3. QUOTATIONS**

3.1. Any quotation provided by NBJ shall be valid for acceptance by the Customer for a period of 3 months from the date of the quotation, and NBJ shall be required to accept an order based on the quotation within this 3 month period.

3.2 The price quoted is exclusive of VAT and 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 of NBJ's invoice unless included within our quotation.

3.3 Unless otherwise agreed in writing, no quotation shall be subject to any discount.

### **4. GOODS**

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

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

4.3. Each order for Goods accepted by NBJ shall be deemed to be an individual legally binding contract between the parties.

4.4 Where any designs or patterns or specifications have been supplied by the Customer for manufacture by or to the order of NBJ

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 NBJ 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.

### **5. DELIVERY**

5.1. 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.

5.2. NBJ 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 a "supply only" sale or in "installation" work if the delay or failure was due to any cause beyond NBJ's reasonable control.

5.3. All risk in the Goods shall pass to the Customer upon completion of the "installation" work, or upon delivery or collection for a "supply only" sale unless agreed otherwise in writing between parties.

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

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

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

### **6. TITLE TO GOODS**

6.1. NBJ 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.

6.2. Notwithstanding delivery, title in the Goods shall not pass to the Customer until NBJ has been paid in full for the Goods. Nothing in this Clause shall prevent NBJ from raising an action against the Customer for payment of the Goods.

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

### **7. DAMAGE IN TRANSIT**

Upon serving notice within 24 hours of delivery to NBJ, the Customer shall be entitled to replacement Goods if NBJ is reasonably satisfied that the Goods have been damaged during transportation arranged by NBJ.



## 8. GUARANTEE

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

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

8.1.2. such notice being served within 20 days of delivery or collection for a "supply only" sale, or within 6 months of the date of the invoice for "installation" work;

8.1.3. the defect being due to NBJ's faulty design, workmanship or materials;

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

8.1.5. the defect is not due to rot or insect attack of joinery items as specified in Clause 10.3.

8.2. Any Goods to be repaired or replaced under Clause 7.1 for a "supply only" sale shall be delivered to NBJ at the Customer's expense.

8.3. Where the Goods have been manufactured by a third party NBJ shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to NBJ by such third party. This includes items such as double-glazing units.

8.4. All external joinery must be fully decorated within 3 months of delivery/installation and then at regular intervals thereafter. NBJ will provide joinery with base coat primer/sealer unless instructed otherwise.

## 9. LIMITATION OF LIABILITY

9.1. Subject to NBJ's liability under Clause 5 and subject to Clause 11 NBJ 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.

9.2. Subject to this Clause 8 and Clause 11 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, NBJ grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.

9.3. Subject to Clause 12 the liability of NBJ under this Agreement howsoever arising shall not exceed the Price.

## 10. JOINERY WORK

10.1. 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 for.

10.2. 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, NBJ is not liable for any expansion/shrinkage or swelling of these items.

10.3. All external softwood joinery items will be pressure treated with preservative upon completion or during manufacture. Whilst this treatment reduces the possibility of rot and insect attack, it cannot eliminate this possibility entirely. Hence NBJ's guarantee in Clause 8 does not cover rot and insect attack of joinery items.

10.4. Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.

10.5. 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.

10.6. NBJ do an amount of "machine only" works for clients, and unless a cutting list is provided with all boards fully marked, then we can not 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.

## 11. SPECIFIC GOODS

11.1 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 NBJ cannot accept responsibility for Goods which are not treated as recommended after sale.

11.2 Doors: subject to the Customer complying with Clause 11.1 – 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 Customer after sale. NBJ'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).

11.3 Fire Doors and Door Frames; all fire doors offered by NBJ comply with requirements of the Building Regulations and are constructed to Chiltern/A03073 Revision A-BS476 Part 22. However, if the door frame is not one of NBJ's manufacture, it is the responsibility of the Customer to ensure that the frame used is identical to the frame as tested. No liability can be accepted in respect of fire doors supplied by NBJ where door frames not of correct specification are used.

## 12. DEFAULT BY CUSTOMER

12.1 If the Customer 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 NBJ arising from such failure) the Customer shall (if so required by NBJ) pay NBJ interest thereon at a rate of 5% per month above the base rate or part thereof on the outstanding amounts from time to time.

12.2 If the Customer shall commit default in or commit any breach of it's obligations to NBJ, or if any distress or execution shall be levied upon the Customer, its property or assets or if the Customer shall make or offer to make any arrangements or compositions with its creditors or commit any act of bankruptcy or if the Customer 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 Customer shall be insolvent then without prejudice to any other rights available to NBJ it may forthwith cancel any contract then subsisting with the Customer or alternatively may suspend or cancel delivery of any of the goods to be supplied there under.



### **13. GENERAL**

13.1. Nothing in these Conditions shall be construed so as to exclude or limit the liability of NBJ for breach of the warranties contained in Clause 6 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 NBJ and the Customer for the sale and purchase of the Goods incorporating these Conditions.

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

### **14. FORCE MAJEURE**

14.1 If the performance of the contract shall be delayed by any circumstances beyond the control of NBJ 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 NBJ 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.

14.2 If the performance of the contract by NBJ shall be prevented by any such circumstances beyond the control of NBJ then NBJ shall have the right to be discharged from the further performance of any liability under the contract. If NBJ exercises such a right then the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by NBJ.

### **15. CANCELLATION**

15.1 No cancellation by the Customer is permitted except where expressly agreed by NBJ.

15.2 The Customer will in the event of agreed cancellation by the Customer indemnify NBJ against all expenses incurred up to the time of such cancellation.

### **16. GOVERNING LAW AND JURISDICTION**

16.1. 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.

### **17. CANCELLATION PERIOD**

17,1 The customer has a 7 day cancellation period whereby the customer has a 7 day period after signing the contract in which to cancel it, without penalty, in writing.