

# Matthew Oliver Windows and Doors Terms and Conditions of Sale

## 1. Definitions

- 1.1 "The Company" means **Matthew Oliver Windows and Doors Limited (Matthew Oliver)** having its registered office at Unit 9 Red House Lane, Hannington, Northampton, England, NN6 9SZ company registered number in England and Wales 08687865.
- 1.2 "The Customer" means the person, firm or company from whom an order is accepted by the company.
- 1.3 "Goods" means any goods, articles or things supplied by the Company to the Customer pursuant to these Conditions.
- 1.4 "Conditions" means the term and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.5 "Delivery Date" means the date specified by the Company when the Goods are to be delivered.
- 1.6 "Price" means the price for the Goods inclusive of carriage, packing, insurance and VAT (at the rate applicable from time to time).
- 1.7 "Contract" means the specific terms set out in the purchase agreement attached hereto and these Conditions.

## 2. Orders

- 2.1 The customer agrees to purchase and have installed the goods specified in the form of an order.
- 2.2 Orders are individually manufactured, and any goods not used in their intended locations in the customer's premises cannot be credited against the contract price.

## 3. Cancellations

- 3.1 In agreeing these terms, the customer acknowledges and accepts that Matthew Oliver products are bespoke and therefore the period in which cancellation with full refund of deposit is possible is 7 days from the date of signing the sales agreement.
- 3.2 The company reserves the right to cancel this order if, in the surveyors opinion the company cannot fulfil its obligations to the customer within the contract specification, including but not limited to, price. In this event, any deposit, or monies in the respect of the contract will be refunded in full by the company.

3.3 A provisional delivery or installation period is quoted at the time of the order. The Parties acknowledge these are provisional, subject to change. The Company will endeavor to keep the Customer updated of changes to the provisional times provided.

3.4 Notwithstanding the foregoing, the company shall not be liable for any delay in the completion of work which arises from causes beyond the reasonable control of the company. If time has been made the essence of the contract, time shall not run during such delay or when a delay on the customer's account is operating.

## 4. Price

4.1 The price of the Goods shall be as stated in the Company's Order confirmation.

4.2 The Company reserves the right by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Company which is due to (i) any factor beyond the control of the Company including but not limited to increases in the cost of raw materials; (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or the Goods Specification; or (iii) any delay caused by any instructions by the Customer in respect of the Goods or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the Goods.

4.3 All prices are exclusive of any applicable VAT, which the Customer is liable to pay to the Company

## 5. Payment

5.1 The total outstanding balance is payable immediately after the goods have been properly installed or delivered in accordance with the terms of the contract.

## 6. Risk & Title

6.1 Risk shall pass to the Customer as follows: (i) if the Company delivers the Goods by its own transport or third party courier, at the time when the Goods or a relevant part thereof are unloaded at the place of delivery or, if the Customer wrongfully fails to take delivery, at the time the Company tendered delivery of the Goods; or (ii) in all other circumstances at the time when the Goods or a consignment or other part thereof leaves the premises of the Company where the Company does not arrange transport.

6.2 Notwithstanding that the risk in the goods has passed to the customer, the ownership of the goods shall remain with the company which reserves the right to possession and to dispose of the goods until such time that payment has been received in full by the company and cleared through the company's bank account.

6.3 If the Goods are destroyed by an insured risk prior to the goods being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

## 7. Transport

7.1 Unless otherwise specified by the Company in writing, prices quoted include delivery to destinations in Mainland UK in which case the Company will select the mode of transport at its sole discretion. Please Contact for delivery in rural areas.

7.2 The entire cost of any other mode of transport to destinations in Great Britain which the Customer may request in writing (including, but not limited to, passenger train, parcel post) shall be borne by the Customer. No allowance will be credited for Goods collected from the Company's premises by the Customer.

7.3 The customer shall be deemed to have accepted the goods if not rejected within twenty-four hours of delivery or collection or immediately in the event of the customer having signed a note of acceptance or delivery

## 8. Installation

8.1 The Customer agrees to allow all necessary accesses to all amenities necessary to provide any installation services, including and not limited to, water and power where necessary for the duration of the installation

8.2 The company agrees to take reasonable care of the customer's property when carrying out installation, all and any liability for damage or redecoration is hereby excluded as far as permitted by law.

8.3 The contract price explicitly excludes all and any repair or replacement work, including but not limited to those related to any rotten timber, decorative lintels, hidden services, or hazardous materials such as asbestos found during the course of carrying out the works of for the repair otherwise of any other structural defects unless such work is specified in the schedule of work. Any such work found to be necessary will be brought to the attention of the customer and will be the subject of a separate quotation.

8.4 The company will under no circumstances undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property, including but not limited to radiators, pipes, electricity, telephone or television cables.

8.5 The customer agrees to remove all household fixtures, including curtains, nets and blinds, before the installation is due to commence. The customer will take full responsibility for damage caused whilst work is executed due to their failure to carry out the removal as stated.

- 8.6 The Parties agree and acknowledge the company reserves the right to charge for wasted time if it is unable to carry out work due to site specific restrictions/conditions.
- 8.7 No undertaking can be given that the customer's existing doors, windows and/or frames can be removed so as to be fit for re-use or any other purpose and they will be removed from the site and disposed of unless the customer instructs the installer to leave them.
- 8.8 Every effort will be made to protect and clean working areas as best is practical. The Parties agree and acknowledge the company excludes any liability for any damage as far as permitted by law.

## 9. Guarantee & Warranties

- 9.1 Subject as expressly provided in these Conditions, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law
- 9.2 Any product guarantee(s) will come into effect upon completion of the works provided that the full price has been received (less any appropriate amount in the event of defects) by the company on the due date subject to Condition 9.1.
- 9.3 The company will repair or replace all goods which are deemed by both parties to be defective by reason of faulty materials or workmanship in line with the Company's written guarantee.
- 9.4 Nothing in these terms and conditions shall be interpreted as excluding or restricting the statutory rights of the customer.

## 10. Liability

- 10.1 Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for (i) fraud or fraudulent misrepresentation; (ii) death or personal injury resulting from the Company's negligence; (iii) breach of terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (iv) breach of the terms implied by Section 123 of the Sale of Goods Act 1979 (title and quiet possession).
- 10.2 Subject to 10.1 the Company's liability arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty shall be limited as follows: (i) in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the willful default or negligence of the Company, its employees, agents or contractors to the level of insurance that the Company has in place from time to time in respect of each incident or series of connected incidents; (ii) in respect of all other direct loss (whether in contract, tort (including negligence), or otherwise) the Company's liability shall not exceed the price of the Goods.

10.3 The Company shall not be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of any loss of goodwill, loss of profit, loss of business or for any type of consequential, special or indirect loss or damage.

10.4 The Customer recognises that the limitation of liability contained in these Conditions are reasonable in that the prices quoted by the Company are dependent upon such limitation being incorporated in the Contract.

## 11. Jurisdiction

11.1 This Agreement shall be subject to English law and any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration. The seat, of arbitration shall be London. The language to be used in the arbitration shall be English.