

TERMS AND CONDITIONS OF TRADING FOR BESPOKE FURNITURE AND SERVICES FROM MARK JAMES CABINET MAKERS LTD

Name of Supplier: **Mark James Cabinet Makers Ltd**, hereafter known as the **“Cabinet Maker”**

Person or Persons: Commissioning the **“Cabinet Maker”** to design, manufacture and install the product hereafter known as the **“Client”**

Contract: All goods supplied and or services provided by the **“Cabinet Maker”** are sold under these **Terms and conditions of Trading**, hereafter known as **“Terms”**.

GENERAL: All tenders and quotations are submitted, and all orders accepted solely upon and subject to the following **“Terms”** to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by the **“Cabinet Maker”** in writing. Any payment made to the **“Cabinet Maker”** shall be conclusive evidence of acceptance of these **“Terms”**. Any provision or condition in the buyer’s order form or elsewhere which conflicts with or in any way qualifies or negates any of these **“Terms”** shall have no effect and these **“Terms”** shall prevail. No variations to these **“Terms”** shall be binding unless in writing and signed by an authorised representative of the **“Cabinet Maker”**. The **“Client”** should not rely on any other documents or on any oral representations.

QUOTATIONS: All quotations given by the **“Cabinet Maker”** are best estimates based on the information the **“Client”** provides and the measurements taken by the **“Cabinet Maker”** prior to commencement of manufacture and are valid for 14 days. The **“Cabinet Makers”** quotation excludes any floor tiling, wall tiling, building work, plumbing and electrical work unless otherwise stated in writing to the **“Client”**. Any free standing or fitted furniture where the **“Cabinet Maker’s”** furniture is to be fitted or stood is to be removed by the **“Client”** and at the **“Client’s”** expense.

DESIGN & DRAWINGS: All the concept designs and or drawings remain the property of the **“Cabinet Maker”** until the Fixed Design fee is paid by the **“Client”** to the **“Cabinet Maker”** and the funds are deemed cleared. We do not offer refunds on Designs as this is considered a bespoke product and covered by the Consumer Rights Act 2015.

ORDER CONFIRMATION: An order is not binding on the **“Cabinet Maker”** until the **“Client”** has received confirmation or acknowledgement, which may be by electronic means.

DELIVERY: Dates are given in good faith and are adhered to as closely as possible but as all products are made to order no responsibility is accepted for any unforeseen delays subsequently arising or for any consequential loss or damage caused to the **“Client”** or third parties because of any delays for whatever reason. Time should not be of the essence in relation to the times and dates of delivery and the **“Client”** should accept reasonable variations of such dates and times. The **“Cabinet Maker”** does not undertake to deliver or collect any load over roads or ground which it considers unsuitable and accepts no responsibility for damage to roads, driveways or paved areas, save where such damage is occasioned by proved negligence of a Company servant. Where delivery is refused by the **“Client”** or is delayed at the request of the **“Client”** or where the **“Cabinet Maker”** is unable to deliver the Goods due to circumstances beyond its reasonable control, the **“Cabinet Maker”** on giving notification of readiness to deliver shall be entitled to treat the contract as fulfilled and shall place the goods into store. Delivery will be deemed to have taken place for invoicing payment and the passing of risk.

STAGE PAYMENT: Payment terms are set out on the **“Client”** order form and are agreed between the **“Cabinet Maker”** and the **“Client”** prior to order. Payment of the 15% first part payment signifies an acceptance of these **“Terms”** and stage payments as set out on the first part payment invoice. The **“Cabinet Maker’s”** terms of payment are 15% of total invoice value with order, 55% second part payment payable within 14 days of first part payment to secure raw material pricing elements of the quotation, or 55% second part payment, payable one week before start of manufacture where the raw material and component element of the quotation may be subject to a price increase from our suppliers which will be duly passed on to the **“Client”**. 25% third part payment payable two days before delivery of the furniture. 5% completion payment payable upon satisfactory completion of the installation or delivery of free standing furniture. The completion payment falls due 3 days after completion and any defects must be notified to the **“Cabinet Maker”** within this time and confirmed in writing. If payment is made by cheque the Company requires the cheque to be cleared before the goods can be released. If any monies are overdue by 30 days the **“Cabinet Maker”** reserves the right to charge interest of 4% above the base rate of Lloyds Bank plc from the due date until payment including interest is received. The **“Client”** will not be entitled to withhold or off-set payment of any amount due to the **“Cabinet Maker”** in respect of any order or contract other than the specific contract in respect of which a claim by the **“Client”** arises.

CANCELLATION: There is a 14-day cooling off period which is measured from the first day that the **“Client’s”** first part payment has cleared the banking system and is deemed cleared funds in the **“Cabinet Maker’s”** account. During the 14 days, day one counted as the first cleared day and the subsequent following 13 days after payment, orders can be cancelled upon receipt of a written cancellation notice from the **“Client”** to the **“Cabinet Maker”**. After that time, namely day 15, orders that are cancelled by the **“Client”** will not be eligible for any refund of monies. We do not hold stock. All sales are final and cannot be returned. Should the **“Client”** not wish to accept delivery of the bespoke commissioned furniture manufactured for them by the **“Cabinet Maker”** the **“Cabinet Maker”** will not offer a refund. Bespoke products are considered as special orders.

CANCELLATION OF GOODS BY THE "Cabinet Maker": The "Cabinet Maker" reserves the right to cancel any order at any time for whatever reason, in which case all funds paid by the "Client", with the exception of the design fees, will be returned to the "Client".

TITLE OF GOODS: Ownership of the goods shall not transfer to the "Client" until the "Cabinet Maker" has received full payment. The risk to the goods or loss or damage passes to the "Client" on delivery irrespective of whether title to the goods has passed or not. Goods collected from the "Cabinet Makers'" premises shall be deemed to have been delivered when they have been loaded on to the "Client's" or "Client's" representative's vehicle or otherwise in the "Client's" possession. If the "Client" fails to comply with any of these "Terms", the "Cabinet Maker" may, without notice take possession of the goods, which were the subject of this reservation of title or trace the proceeds of the sale as applicable and recover the full amount owing to the "Cabinet Maker" together with any interest and costs. The "Client" must, to the extent reasonably possible, hold the goods supplied by the "Cabinet Maker" separate from other goods held, be kept in reasonable condition by the "Client" and marked in a way that makes it clear that they are the "Cabinet Makers" property pending payment in full of all monies herein mentioned. The "Cabinet Maker" may, without prejudice to any of its other rights and without notice, retake and resume possession of any of the goods which remain its property and for that purpose, by its employees or agents, enter the "Client's" premises, or any other such places the goods may be, without liability for trespass or any resulting damage.

GUARANTEE: The "Cabinet Maker" guarantees the products it manufactures are free of defects in workmanship and materials and will be properly installed. If any defect covered by the guarantee appears to a product during the applicable guarantee period from the date of installation the "Cabinet Maker" shall, upon prompt notice and written confirmation, repair or replace, at its option and costs, the affected part or parts.

Cabinetry: 3 Years (Non-transferable) Blum Products: Lifetime warranty (up to 20 years) which is non-transferable (see downloadable attachment on our website). For use in a domestic circumstance.

The liability of the "Cabinet Maker" is limited to the replacement of products supplied by the "Cabinet Maker" and does not extend to any consequential loss, damage, or expense suffered by the "Client" or third party. Repairs or replacements out of the guarantee period will always be considered sympathetically and an economic solution offered where possible. This guarantee does not apply to furniture used in a commercial environment or subject to abnormal wear and tear, modification, dramatic temperature and humidity variations or exposure to unusual conditions. Natural variations occurring in wood shall not be considered defects, and the "Cabinet Maker" does not guarantee the colourfastness or matching of the colours, grains, textures or surface hardness of such materials.

LIMITATIONS OF LIABILITY: The "Cabinet Maker" shall not be liable to the "Client" for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement. Except as specifically provided in these conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by the Company Purchaser's remedies set forth herein are exclusive and the liability of Seller with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product(s) or part on which such liability is based. To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply. In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

SPECIFICATION: In accordance with our aims of constant improvement we reserve the right to modify or amend without notice the specification of any of our products. There is a high proportion of handwork in our products, consequently there will be slight variations in items and this should be accepted within reason. Any goods manufactured, treated or milled to the design quantity measurement or specification of the Customer or its experts are produced without warranty of any kind except their compliance with the design quantity measurement or specification. The Customer will unconditionally fully and effectively indemnify the Company in respect of any claim resulting there from including the infringement of patent, copyright, design, trademark or any other industrial or intellectual property rights resulting from the Company's use of the said design or specifications.

DELAY/FORCE MAJEURE: The "Cabinet Maker" shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, trade dispute or other labour difficulty, act of God, act of any governmental authority or of the "Client", riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labour, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. If any such event occurs, the "Cabinet Maker" may extend delivery date by a period necessary to overcome the effect of such delay, allocate available Product or cancel any purchase order.

SEVERANCE: If any of these conditions or part of a condition is found to be invalid for any purpose it shall for that purpose be deemed to have been omitted without prejudice to the effectiveness of all other conditions or parts of conditions within these "Terms".

LAW APPLICABLE: All contracts are deemed to be entered in England and shall be governed and constructed in accordance with English law.