



BESPOKE BUILDING & JOINERY LTD

## **JOINERY TERMS & CONDITIONS**

### **1. GENERAL**

1.1. Any contract between MBB Ltd 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 condition herein at any time by the Customer shall not be effective unless is specifically agreed in writing by MBB Ltd 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 MBB Ltd and the Customer shall only arise on the written acceptance by Malax Ltd of the Customer's order, unless otherwise agreed.

1.4. We claim the right to use photographs of our work as advertisement, without revealing information of client's address or personal details.

### **2. PRICES AND PAYMENTS**

2.1. The prices for the Goods shall be as stated on the quotation or estimate provided by Malax BB Ltd, or such other price as the parties may agree in writing or orally.

2.2. MBB Ltd offers a free site consultation, followed by an initial quote or estimate. Once the customer decides that the initial quote is in line with their budget, Malax BB Ltd will require a 10% working deposit.

2.3. All payments shall be made to MBB Ltd account (account number 83595404 sort code: 209263)

2.4. Once the 10% working deposit is paid, MBB Ltd will begin to provide customers with drawings and adaptations until they are approved.

2.5. A second payment of 40% will be required once drawings are approved by the customer. Once the payment of 40% is received, production process (and lead time) begins lead time is between 4 to 6 weeks).

2.6. In order to secure installation dates, a further 40% must be paid. Meanwhile, MBB Ltd will provide customers with progress photos.

2.7. The final payment of 10% for supply/fit contracts is usually required to be paid on the final day of installation, unless otherwise agreed.

2.8. 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 Customer upon collection of the goods from our workshop or upon delivery.

2.9. For an “installation” sale, i.e. where items are installed or work is carried out at the Customer’s property, the remaining balance shall be paid on the completion date unless otherwise agreed.

2.10. MBB Ltd 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.

2.11. 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.

2.12. Please note, should the customer decide to supply their own accessories (such as handles or knobs) it is the customer’s responsibility to ensure everything arrives on time. MBB Ltd will not be responsible for the customer’s delay in supplying goods. Additional charges may apply.

2.13. Should the customer change their mind after paying the non refundable 10% working deposit, the customer has up to 7 days after paying the working deposit to cancel their order. The customer will not under any circumstances be refunded the 10% working deposit (which will be treated as a design fee), however the customer may keep the drawings and plans provided by MBB Ltd.

### **3. QUOTATIONS**

3.1. Any quotation provided by MBB Ltd shall be valid for acceptance by the Customer for a period of 1 month from the date of the quotation, and Malax Ltd shall be required to accept an order based on the quotation within this 1-month period.

3.2. The price quoted may be 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 MBB Ltd.’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 MBB Ltd or as otherwise expressly agreed in writing or orally.

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

4.3. Each order for Goods accepted by MBB Ltd 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 MBB Ltd 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 MBB Ltd 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. MBB Ltd 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” works if the delay or failure was due to any cause beyond MBB Ltd.’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 MBB Ltd is unable to deliver Goods for reasons outside its control, MBB Ltd 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 MBB Ltd 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 MBB Ltd is please to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying MBB Ltd.’s invoice, not the insurance company. Malax Ltd is unable to deal with insurance companies direct unless agreed in writing between all parties.

## **6. TITLE TO GOODS**

6.1. MBB Ltd 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. Not with standing delivery, title in the Goods shall not pass to the Customer until Malax Ltd has been paid in full for the Goods. Nothing in this Clause shall prevent MBB Ltd from raising an action against the Customer for payment of the Goods.

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

## **7. DAMAGE IN TRANSIT**

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

## **8. GUARANTEE**

8.1. Where the Goods have been manufactured by MBB Ltd and are found to be defective, or installation work by MBB Ltd is found to be defective; MBB Ltd 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 24 hours of delivery and installation;
- 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 MBB Ltd.’s faulty design, workmanship or materials;
- 8.1.4. the Customer having complied with MBB Ltd.’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 Malax Ltd at the Customer’s expense.
- 8.3. Where the Goods have been manufactured by a third party MBB Ltd shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to MBB Ltd 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.
- 8.5. MBB Ltd will provide joinery with base coat primer/sealer unless instructed otherwise
- 8.6. Malax Bespoke Building Ltd offers a 2 year guarantee against manufacturing defects of joinery products.
- 8.7. 2 year product guarantee excludes components e.g runners, hinges etc (usually Blum (up to 20 years )) are subject to manufacture warranty.

## **9. LIMITATION OF LIABILITY**

- 9.1. Subject to MBB Ltd.’s liability under Clause 5 and subject to Clause 11 MBB Ltd 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, MBB Ltd 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 MBB Ltd under this Agreement howsoever arising shall not exceed the Price.
- 9.4. MBB Ltd shall not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, increased costs, claims by third parties, punitive damage, indirect loss or consequential loss whatsoever and however caused (even if caused by MBB Ltd.’s negligence or breach of contract and even if the company was advised that such loss would possibly result) suffered by any Customer or third party in relation to the contract. The Customer shall hold MBB Ltd fully and effectually indemnified against such losses whether arising from breach of duty in contract or tort or in any way including losses arising from the MBB Ltd.’s negligence.

## 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, MBB Ltd 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 MBB Ltd.’s guarantee in Clause 8 does not cover rot and insect attack of joinery items.

10.4. Unless otherwise stated, on site (hand finished) 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 must be allowed for unless a “book matched” product has been asked for, which is normally extra to a standard quote.

10.6. MBB Ltd do an amount of “machine only” works for clients, and unless a cutting list is provided with all boards fully marked, then we cannot 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 substandard 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 MBB Ltd 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. MBB Ltd.’s liability under this guarantee shall not extend to costs or charges of unfixing, re-fixing, 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 MBB Ltd comply with requirements of the Building Regulations and are constructed to Chiltern/A03073 Revision C-BS476

Part 22. However, if the door frame is not one of MBB Ltd.’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 MBB Ltd where door frames of incorrect 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 MBB Ltd arising from such failure) the Customer shall (if so required by MBB Ltd) pay MBB Ltd 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 commit any breach of its obligations to MBB Ltd, 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 MBB Ltd 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 MBB Ltd 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 Malax Ltd 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 MBB Ltd for death or personal injury as a result of MBB Ltd.'s fraudulent misrepresentation, negligent actions or those of its employees or agents.

13.3. Acceptation of any initial quotes or the placing of an official order means agreeing to the Malax BB Ltd Terms and conditions, which may be sent to the customer or made available to access on the Malax Website.

### **14. FORCE MAJEURE**

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

### **15. CANCELTION**

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

15.2. The Customer will in the event of agreed cancellation by the Customer indemnify MBB Ltd 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 the 10% working deposit has been paid in which to cancel their order without penalty, in writing.