



Terms and Conditions of trade

1. In these Conditions (unless the context otherwise requires) the following expressions shall have the following meanings:-
 - (a) "Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
 - (b) "Goods" means the goods (including any instalment of the goods or any parts for them) which the Buyer agrees to buy and which the Seller is to supply in accordance with these Conditions;
 - (c) "Seller" means Flightwise Joinery Limited.
 - (d) "Conditions" means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Buyer and the Seller and the content of any written quotation of the Seller which has been accepted by the Buyer;
 - (e) "Contract" means the contract for the purchase and sale of the Goods.
- 2.1 Any terms and conditions contained in the Buyer's order or other documents or correspondence which are at variance with these Conditions and which are not expressly accepted in writing by the Seller shall be overridden by these Conditions.
- 2.2 The Seller does not accept liability for any representations as to the Goods or any advice or recommendations as to the storage application or use of the Goods made by the Seller's employees unless confirmed in writing by an authorised representative of the Seller.
- 3 The Seller reserves the right to amend any accidental error or omission on quotations, order acknowledgement and invoices without any liability on the part of the Seller.
- 4 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Conditions.
- 5 No variation to these Conditions shall be permitted unless agreed in writing between the authorised representative of the Buyer and the Seller.
- 6 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer.
- 7 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 8 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer and such Goods are to be stocked by the Seller for future supply to the Buyer in accordance with the Buyer's instructions, the Buyer shall complete its purchase of all such goods within a period of six (6) months from the date upon which they were acquired by the Seller or at the Buyer's election, the Buyer shall indemnify the Seller against any and all losses, costs and expenses incurred by the Seller as a result of the Buyer's failure to purchase such Goods as aforesaid.
- 9 The Seller reserves the right from time to time to make any changes in the specification of the Goods which are required to comply with any applicable safety or statutory or EU requirements.
- 10.1 Carriage and packing will be charged at the rate shown on our current price list for deliveries to the UK mainland. Prices are available on request for delivery to other areas.
- 10.2 Where goods are returned by the Buyer without prior agreement with the Seller, the Seller reserves the right to reject the goods at the Buyers expense or to implement a fee in addition to any charges stipulated on our current price list from time to time.
- 10.3 Where prior agreement has been reached between the Buyer and Seller concerning goods to be returned, the Seller nevertheless reserves the right to implement a fee in addition to any charges stipulated on our current price list from time to time.
- 11 The price is exclusive of any applicable value-added tax.
- 12 The Buyer shall pay the price of the Goods unless otherwise agreed in writing by the Seller within 30 days of the date of the Sellers invoice. The time of payment shall be of the essence of the Contract.
- 13 If the Buyer becomes or is in danger of becoming insolvent or fails to make a payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - 13.1 cancel the contract or suspend any further deliveries to the Buyer;
 - 13.2 charge the Buyer interest on the amount unpaid, at the rate of 3% per annum above Barclays Bank base rate from time to time in force until payment in full is made; and

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- 13.3 immediately terminate any credit facility advanced to the Buyer so that the price of the Goods shall forthwith become due and payable.
- 14 Delivery of the Goods shall take place and risk of loss or damage to the Goods shall pass to the Buyer on the Seller handing the Goods to the Buyer or its agent at the Seller's premises or the Goods leaving the Seller's premises whichever is the earlier.
- 15 The Seller shall not be liable for the non-arrival of the Goods at the Buyer's premises unless the Buyer notifies the Seller of non-delivery within either 3 days after despatch of notice of posting or 14 days after despatch of notice of carriage.
- 16 Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.
- 17 Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract. Each separate instalment shall be invoiced and paid for in accordance with the provisions hereof.
- 18 The Buyer shall be deemed to have accepted the Goods 14 days after receipt of the Goods. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.
- 19 The Buyer shall examine the Goods immediately upon receipt of the Goods. The Seller will not be liable for any loss, shortage or damage unless the Buyer advises the Seller within 3 days of receipt of the Goods or any alleged defect.
- 20 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price plus VAT of the Goods.
- 21 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and marked in such a way that they are clearly identified as the Seller's property. Until that time, the Buyer shall be entitled to resell or use the Goods in the ordinary course of business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 22 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in the possession of the Buyer and have not been resold), the Seller shall be entitled at any time to request the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 23 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 24 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason or any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.
- 25 Subject to Condition 26 and 27 and notwithstanding anything contained in these Conditions (other than Conditions 26 and 27) the Seller's liability to the Buyer in respect of any order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the Goods specified in the order provided that in no circumstances shall the Seller be liable for any special, indirect or consequential damage or any nature whatsoever.
- 26 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977,) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 27 Where the goods are sold under a consumer transaction (as defined in the Consumer Transaction (Restriction on Statements Order 1876) the statutory rights of the Buyer are not affected by these Conditions.
- 28 Nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused by reason of the negligence of the Seller or of its servants, employees or agents.
- 29 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatsoever.
- 30 The Contract shall be governed by the laws of England & Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England & Wales.

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