

Dovetail Store Terms & Conditions

Standard Terms And Conditions For Sale Of Goods Of DOVETAIL WOODWORK

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the organisation or person who buys Goods from the Seller;
- 1.2 "Goods" means the articles to be supplied to the Buyer the Seller (including, but not limited to, worktops)
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;
- 1.5 "Seller" means Dovetail Woodwork of 4 Aptec Enterprise Park Darlington Road West Auckland DL15 9PD

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 ORDERS

- 3.1 Any quotation relating to Goods supplied by The Seller and any catalogue, mail shot, advertisement, telephone call, price list, or use of our website of such Goods shall not constitute an offer capable of acceptance by the Buyer but an invitation to treat only. Any Order shall be accepted entirely at the discretion of The Seller and, if accepted, are accepted upon these Conditions.

3.2 These Conditions shall override any contrary, different or additional terms or conditions contained or referred to in a Buyer's order or in any other correspondence or documents from that Buyer no addition, alteration or substitution of these Conditions will not bind The Seller or form part of any Contract unless expressly accepted in writing by a person authorised to sign on The Seller's behalf. The Buyer acknowledges that the Buyer has not entered into this Contract with the Seller as a result of any representation or warranty oral or written made by or on behalf of the Seller.

3.3 An Order shall be deemed to have been accepted by The Seller upon whichever is the earliest of the following events: i, ii or iii

i. The complete acceptance by The Seller of payment in cleared funds into the Seller's bank account for the Goods and not susceptible to chargeback by the Buyer's credit card company or revocation of cheque payments by the Buyer's bank. Credit card payments can take up to fourteen (14) days to reach the Seller's bank account. Complete acceptance by the Seller cannot be completed until all credit card security checks adopted by the Seller have been finalised. Authorisation by the credit card company is not a guaranteed form of payment.

ii. Despatch to the Buyer by the Seller's carrier.

iii. Delivery of the Goods to the Buyer or his representative or to some person authorised to collect the Goods on the Buyer's behalf.

3.4 We reserve the right to refuse or delay orders where a transaction details are incomplete or details that cannot be verified or where fraud is suspected.

3.5 If we are unable to reasonably ascertain the correct details or resolve these issues a full refund will be made against the card used at the time of purchase. Card refunds will be made with the Co-operation of the card issuing Bank. No other form of refund or credit will be offered nor will a refund be made to any third party card or account. Cheques will be refunded to the Buyer only.

3.6 Invoices or confirmation of your order will be issued and sent to the Purchasers cardholder address by first class mail or electronically by email to the email address provided by the Purchaser usually within three (3) business days. They will contain details of your order and our conditions of sale and these should be read in advance of the dispatch date. Please contact us immediately if you have any problems regarding your Order as detailed.

3.7 The Seller may at its discretion refuse to supply any goods to any Buyer and in such event shall notify such Buyer in writing of its decision.

3.8 In the event of the Seller being unable to obtain from its supplier supplies of any particular item ordered by the Buyer, the Seller may cancel any order placed by the Buyer or at the Buyer's option to supply an equivalent item of equal quality and value and shall not be deemed to be in breach of contract by so doing.

4 PRICE AND PAYMENT

4.1 The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing.

4.2 We make every effort to ensure that the pricing displayed on our website or other literature and price lists is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items.

4.3 We may alter all product prices without notice.

4.4 Unless otherwise stated all prices quoted shall be exclusive of Value Added Tax at the appropriate rate and carriage charges which may be added to the invoice by the Seller and shall be payable as part of your invoice.

4.5 Payment of the price and VAT and any other applicable costs shall be due prior to despatch of the goods. The Seller may at its absolute discretion on any one or more contracts grant to the Buyer thirty (30) days credit in which to pay for the Goods supplied but this shall not affect the fact that all invoices are payable on the date of issue of the invoice supplied by the Seller.

4.6 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 5.00% per annum above the base rate of the Bank of England.

4.7 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

4.7.1 require payment in advance of delivery in relation to any Goods not previously delivered;

4.7.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

4.7.3 terminate the contract.

5 DESCRIPTION

5.1 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5.2 Hardwood worktops are a natural product. The Seller will endeavour to supply the Goods to the specified description but shall not be responsible for minor variations in size, colour, texture, general wood quality and. Timber being a natural product, variations in colour, texture, grain and machining tolerances are to be expected.

5.3 Unless otherwise stated, all hardwood worktops we offer for sale have been kiln dried and all dimensions for worktops are nominal. It is a natural characteristic of wood products whether finished or not to adjust in size to its environmental conditions such as the level of humidity in the area it is stored or used. A dimension tolerance of 2% is allowed.

5.4 Unless otherwise stated, all worktops are kiln dried and supplied from third party warehouses. We purchase from different manufacturers worldwide, all with different grading rules, and we rely upon their specifications. Always consult us if you require a full specification on your particular choice of worktop.

5.5 It is the Buyer's responsibility to ensure he has ordered the product and grade most suitable for his requirements prior to the dispatch of the goods.

6 SAMPLE

6.1 Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

7 DELIVERY

7.1 Unless otherwise agreed with the Buyer, The Seller shall normally dispatch the delivery of the Goods through its carrier at their agreed rates of carriage. Goods may also be delivered using the Seller's own transport. In all circumstances Goods are delivered to kerbside only. Kerbside shall mean the nearest accessible point where the delivery vehicle can unload the goods safely at the Buyer's nominated delivery address. Standard deliveries take place Monday to Fridays inside normal working hours normal working days Monday to Fridays. Special rates apply for deliveries outside these times.

7.2 Goods delivered by the Seller or by a third party contracted to undertake delivery on our behalf to you are delivered only to the kerbside. If the Buyer requests and assists our personnel or contractor for the goods to be taken inside/upstairs of there property and any damage to fixtures, fittings or the structure of the house occurs, the Buyer undertakes not to hold the Seller, it's employees, or sub-contractors responsible for any such damage should it occur. Such an action is undertaken solely on the individual Buyer's own goods delivered indoors at the delivery address. This charge should be agreed in advance and is payable by the Buyer in all events.

7.2.1 Worktops are very heavy and will only be lifted with assistance from another person.

7.2.2 It is the responsibility of the Buyer to provide adequate labour to unload their goods from the delivery vehicle. The Buyer should ensure accessibility to the property by large delivery vehicles.

7.3 Delivery to the Buyer shall be deemed to have taken place when the Goods are placed with the Buyer's representative at the kerbside address specified by the Buyer.

7.4 Goods can also be collected from the warehouse. Delivery takes place when the goods are placed in the loading bay.

7.5 Risk in the Goods shall pass to the Buyer upon delivery to the Buyer or his representative.

7.6 Any breakage error or shortage in the delivery goods must be notified within 24 hours from receipt of the goods. In default of which no claim shall arise against the Seller in respect of such damage or short delivery.

7.7 The Buyer should ensure that the moisture content of the Goods is checked immediately upon delivery with an accurately calibrated moisture meter and any complaint concerning the moisture content must be made by telephone and confirmed in writing within 24 hours of the date of delivery. In the event of a complaint being made the Goods should be thoroughly re-wrapped and stored in appropriate conditions to preserve the moisture content at the date of delivery. Failure to comply with this condition shall absolve the Seller from all further liability on the claim.

7.8 The Seller will endeavour to supply the Goods with the correct moisture content but the amount of such moisture content may vary and the Seller shall be under no liability for such variation.

7.9 The Buyer shall ensure that the Goods once delivered to the Buyer shall be stored in appropriate conditions to preserve the moisture content at the time of delivery and the Seller shall not be responsible for any change in the moisture content of the Goods due to storage in unsuitable conditions.

7.10 Any claim made by the Court against the Seller in respect of losses arising as a result of any defect in the Goods supplied or any short delivery shall be limited to the value of the Goods supplied.

7.11 The Seller reserves the right to make deliveries by instalments in all cases. Where Goods are delivered by instalment, the Buyer shall not be entitled to treat defective delivery in respect of one or more instalments as a repudiation of the whole of the Contract nor to defer payment for any previous instalment.

7.12 The date of delivery specified by the Seller is an estimate only. The Seller will use as best endeavours to supply goods upon the dates specifically agreed in writing between the Seller and the Buyer but in the event of the Seller being unable to meet such dates no claim shall arise against the Seller by the Buyer. Time for delivery shall not be of the essence of the contract.

7.13 The Buyer should inspect the Goods at the place and time of unloading or collection but nothing in these Terms shall require you (the Buyer or his representative) to break packaging and/or unpack Goods that are intended to be stored before use.

7.14 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions. (Otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

7.14.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

7.14.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7.14.3 The carrier may impose additional charges for redelivery of the goods.

8 INSTALLATIONS AND FITTING

8.1 The Seller is a retailer/wholesaler and importer of solid wood worktop materials and acts in that capacity only in any contract entered into with a Buyer for the Goods.

8.2 The installation or fitting of the Goods is the responsibility of the Buyer. The Seller is not responsible to the Buyer, for any arrangement made by the Buyer for fitting, whether any contractor or system was recommended by the Seller or not.

8.3 Purchasers of hardwood worktops should read the appropriate manufacturer's fitting instructions (if supplied) and refer to the appropriate British Standards. The Seller may also supply fitting guides which can be downloaded from our website and manufacturer's instructions may be included in your delivery. Accordingly, therefore, the Seller shall not be liable for any problems caused by the Buyer's failing to observe the manufacturer's recommendation, before, during or after the installation.

8.4 Because hardwood worktops are a natural product please allow for minor grading imperfections in milling and manufacture.

8.5 The instructions and information we provide - whether through our website, over the telephone or through printed material are for general guidance only. You should seek appropriate professional advice regarding your particular installation if you are unsure of any aspect of the fitting procedure.

8.6 Do not install our worktops if you are unsure of the appropriate fitting instructions or have any complaints about the product.

8.7 Do not remove worktop packaging until immediately prior to installation.

8.8 Recommendations on cleaning and caring for your hardwood worktop may also be downloadable from our website. Buyers should read these and abide by them. Fitters or installers should pass these recommendations on to their Buyer's on completion of their contract.

8.9 When using products or goods such as adhesives, varnishes, lacquers etc. always determine suitability on a test area prior to full application.

8.10 Once installed products are considered accepted by the owner or his installer.

9 RISK

9.1 Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

10 TITLE

10.1 Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account as cleared funds. Risk in the Goods however shall pass on delivery to the Buyer who shall insure such Goods to their full value. Until such time as payment for the Goods in full has been received by the Seller the Buyer shall hold such Goods or any moneys representing the sale proceeds thereof as trustee for the Seller. In the event of any goods not being paid for in full by the date upon which payment thereof was due the Seller shall have power to recover possession of those goods or any other goods supplied by the Seller to the Buyer and retained by the Buyer and the Buyer hereby expressly grants licence to the Seller to enter upon any premises upon which such goods are located to recover possession thereof.

11 WARRANTY

11.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 1 year from the date of delivery, subject to the following conditions:

11.1.1 the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

11.1.2 the defect being due to the faulty design, materials or workmanship of the Seller.

11.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.

11.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

11.4 The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

11.5 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 12 and 13 below.

12 LIABILITY

12.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:

12.1.1 the correspondence of the Goods with any description;

12.1.2 the quality of the Goods; or

12.1.3 the fitness of the Goods for any purpose whatsoever.

12.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

12.2.1 the correspondence of the Goods with any description;

12.2.2 the quality of the Goods; or

12.2.3 the fitness of the Goods for any purpose whatsoever.

12.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

13 LIMITATION OF LIABILITY

13.1 Where any court or arbitrator determines that any part of Clause 12 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.

13.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

15 FORCE MAJEURE

15.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

16 RELATIONSHIP OF PARTIES

16.1 Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

18 WAIVER

18.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19 SEVERABILITY

19.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

20 GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

21 INDEMNITY

21.1 The Buyer shall indemnify The Seller in respect of all loss, damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which The Seller may become liable in respect of the Goods in the event that such loss, damage,

or injury shall have been occasioned by the negligence of the Buyer or a third party employed by the Buyer.

22 YOUR RIGHTS

22.1 These terms & conditions do not affect your statutory rights as a consumer. To further understand our obligations as a retailer you are welcome to consult "The Consumer Protection (Distance Selling) Regulations 2000" which can be viewed here: <http://www.hmso.gov.uk/si/si2000/20002334.htm>

We hope that our standard terms of business are clear and straightforward - but do feel free to ask any questions you may have. Unless otherwise agreed, these terms and conditions apply to all sales of goods. Your order implies acceptance of these Terms & Conditions

Dovetail Woodwork
4 Aptec Enterprise Park
Darlington Road

West Auckland

Co. Durham

DL14 9PD

West Auckland

Co. Durham

DL14 9PD

Sales: 01388615224

Website: www.dovetailwoodwork.co.uk

Email: sales@dovetailwoodwork.co.uk