

## Scandia Limited Terms and Conditions

### 1. GENERAL

1.1. Any contract between Scandia Ltd and any of its customers for the supply and/or services shall automatically incorporate these conditions which shall prevail over any other terms and conditions attached to the Customer's order.

1.2. The waiver of any conditions herein at any time by the Customer shall not be effective unless it is specifically agreed in writing by Scandia 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 Scandia Ltd and the Customer shall only arise on the written acceptance by Scandia Ltd of the Customer's order.

### 2. PRICE AND PAYMENT

2.1. The price for the Goods ("the Price") shall be the price as stated on the quotation or estimate provided by Scandia Ltd, or such other price as the parties may agree in writing or orally.

2.2. 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 the Customer upon collection of the goods from our workshop or upon delivery (unless the customer is on account).

2.3. For an "installation" sale, i.e. where items are installed or work is carried out at the Customer's property, payment of the Price shall be made by the Customer immediately on completion.

2.4. Scandia 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.

2.5. 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.

2.6. The company will ask for 50% deposit payments for large orders.

### 3. QUOTATIONS

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

3.2. The price quoted is 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 Scandia 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 Scandia Ltd or as otherwise expressly agreed in writing or orally.
- 4.2. Any order for Goods sent by the Customer to Scandia Ltd shall be deemed to be accepted subject to the Conditions contained herein.
- 4.3. Each order for Goods accepted by Scandia 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 Scandia 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 Scandia 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. Scandia 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" work if the delay or failure was due to any cause beyond Scandia 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 Scandia Ltd is unable to deliver the Goods for reasons outside its control, Scandia 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 Scandia Ltd in writing. The Customer is liable to be charged for any materials ordered or work started for an order at the time of cancellation.
- 5.6. Whilst Scandia Ltd is pleased to undertake insurance work, this is only done on the understanding that the Customer is responsible for paying Scandia Ltd's invoice, not the insurance company. Scandia Ltd is unable to deal with insurance companies direct unless agreed in writing between all parties.

#### **6. TITLE TO GOODS**

- 6.1. Scandia 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. Notwithstanding delivery, title in the Goods shall not pass to the Customer until Scandia Ltd has been paid in full for the Goods. Nothing in this Clause shall prevent Scandia Ltd from raising an action against the Customer for payment of the Goods.
- 6.3. The title of any unwanted items removed by Scandia Ltd as debris or rubbish from the Customer's property transfers immediately to Scandia Ltd.

#### **7. DAMAGE IN TRANSIT**

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

## **8. GUARANTEE**

8.1. Where the Goods have been manufactured by Scandia Ltd and are found to be defective, or installation work by Scandia Ltd is found to be defective; Scandia Ltd shall repair or, at 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 supply or 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 Scandia Ltd's faulty design, workmanship or materials;

8.1.4. the Customer having complied with Scandia 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 for a "supply only" sale shall be delivered to Scandia Ltd at the Customer's expense.

8.3. Where the Goods have been manufactured by a third party Scandia Ltd shall where possible pass on to the Customer the benefit of any warranty in respect of the Goods granted to Scandia Ltd by such third party. This includes items such as double-glazing units.

8.4. All external joinery must be fully decorated by the customer within 1 month of delivery/installation and then at regular intervals thereafter. Scandia Ltd will not decorate or finish product unless orders instruct otherwise.

## **9. LIMITATION OF LIABILITY**

9.1. Subject to Scandia Ltd's liability under Clause 5 and subject to Clause 11 Scandia 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, Scandia 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 Scandia Ltd under this Agreement howsoever arising shall not exceed the Price.

## **10. JOINERY WORK**

10.1. For a "supply only" sale, the Customer is responsible for the accuracy of sizes requested (unless Scandia Ltd carries out the site survey and design). 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, Scandia Ltd is not liable for any expansion/shrinkage or swelling of these items.

10.3. Unless otherwise stated, staining or painting of joinery items is not included in the estimated or quoted price.

10.4. 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 will have to be allowed for unless a "book matched" product has been asked for, which is normally extra to a standard quote.

10.5. Scandia 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 sub-standard 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 Scandia 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. Scandia Ltd's liability under this guarantee shall not extend to costs or charges of unfixing, refixing, painting, polishing, staining, handling, cartage, storage or other additional charges or expenses. (This does not affect your statutory rights).

## **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 Scandia Ltd arising from such failure) the Customer shall (if so required by Scandia Ltd) pay Scandia 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 or commit any breach of it's obligations to Scandia 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 Scandia 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 Scandia 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 Scandia 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 Scandia Ltd for death or personal injury as a result of Scandia Ltd's fraudulent misrepresentation, negligent actions or those of its employees or agents.

## **14. FORCE MAJEURE**

14.1. If the performance of the contract shall be delayed by any circumstances beyond the control of Scandia 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 Scandia 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 reasonably time thereafter.

14.2. If the performance of the contract by Scandia Ltd shall be prevented by any such circumstances beyond the control of Scandia Ltd then Scandia Ltd shall have the right to be discharged from the further performance of any liability under the contract. If Scandia 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 Scandia Ltd.

## **15. CANCELLATION**

15.1. Any cancellation of an order must be sent by the Customer to Scandia Ltd in writing as soon as possible. The Customer will be charged for any materials ordered or work started for an order at the time of 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.