



STANDARD TERMS AND CONDITIONS OF SALE
L&L Installations Joinery Ltd (L&L)

THESE CONDITIONS PREVAIL OVER ANY CONDITIONS, WHICH THE PURCHASER'S ORDER MAY PURPORT TO IMPOSE AND WHICH ARE AT VARIANCE WITH THE SAME. NO ALTERATION OR AMENDMENT OF THESE CONDITIONS SHALL BE BINDING ON L&L UNLESS SPECIFICALLY ACCEPTED BY L&L IN WRITING OR CONTRACTED OUT UNDER STANDARD FORMS OF CONSTRUCTION CONTRACT. ALL CONTRACTS OF SALE OR SERVICE MADE BY L&L INSTALLATIONS (GAINSBOROUGH) LTD., (HEREINAFTER CALLED THE "COMPANY") ARE SUBJECT TO THESE TERMS AND CONDITIONS.

1. **General:** All prices, quotations and estimates are subject to immediate alteration or withdrawal without notice, unless specifically agreed to in writing by the Company and prior to acceptance by the Company of any order resulting from the acceptance of the quotation.
2. **Title of Goods:** Title and property any goods delivered to a works site shall not pass to the Customer until such time as full payment for the goods has been received by the Company and therefore the Customer acknowledges that he is in possession of the goods as a fiduciary agent and bailee for the Company and that until such time that the Customer becomes the owner of the goods the Customer will store them in a such a manner as to enable the goods to be readily identifiable as the property of the Company and the Customer further agrees that he will fully insure the goods in an amount not less than the price of the goods. The Customer may sell, as principal, the goods or any part of them in the ordinary course of its business in which case the Customer shall hold the net proceeds of such sale or sales whether tangible or intangible as trustee for and on behalf of the Company until such time as the full price of the goods has been paid to the Company. And provided also that (without prejudice to any other rights or remedies to which the Company may be entitled) if the Customer shall make default in any payment due to the Company then the Company may for the purpose of recovery of its goods enter upon any premises where they are stored and forthwith take possession of them.
3. **Payment:** Where the Customer has a credit account with the Company, payment terms are strictly net and accounts become due and payable on or before the last day of the month following the date of the invoice ("net monthly account") unless as defined by contract. Otherwise payment must be made with order and before site works commence. The Customer shall not be entitled to any set off in respect of the goods or any claim arising as such and against any monies due from the Customer to the Company.
4. **Goods Return:** Goods returned to and accepted by the Company as faulty and not in accordance with the Customers order will be replaced as originally ordered if required and practicable, alternatively credit will be given where the goods have been invoiced but such acceptance shall not form the basis for any claim on account of workmanship or any loss, damage or expense howsoever caused.
5. **Liability:** The Company shall not under any circumstances be liable to the Customer for any damage, loss or expense whatsoever, arising directly or indirectly from any defects in goods supplied, nor for any error in supply by the Company, except as required by current legislation, but the Company will at the request of the Customer take such steps as it considers to be reasonable in order to obtain for the Customer the benefits of any condition, warranty or guarantee given by the manufacturers of the goods and to which the customer may be entitled.
6. **Delivery Responsibilities:** Delivery dates, where quoted, are estimates only and therefore not the essence of any referred contract and the Company shall not be liable for any loss or damage occasioned by delays in delivery howsoever caused unless such delivery dates are accepted in writing by the Company as an integral part of the contract. Prevention of delivery or collection by any cause outside the reasonable control of the Company or the Customer shall not be sufficient grounds to terminate the contract and such delivery dates as originally quoted as part of the contract may be extended accordingly.
7. **Indemnity:** The Customer shall indemnify the Company against all claims for damages, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the Customers specification which involves infringement of letters patent, registered design or intellectual property rights.
8. **Notice:** Any notice required to be given may be served by first class post addressed to the last known address of the Customer upon whom such notice is required to be served and such notice shall be deemed to have been served 48 hours after despatch.
9. **Determination:** The construction, validity and performance of any contract entered into by the Company shall be in conformity with and determined by English law.