



Terms and Conditions of Sale from Johnston Building Supplies Ltd Kitchen Order Placement

September 2018

1. Definition

The Company shall mean Johnston Building Supplies Ltd and the purchaser shall mean the other party in any quotation offer or purchase with the Company.

2. Application

No addition to variation of or exclusion to these conditions or any of them, (whether contained in any official order form of the purchaser or otherwise), shall be binding on the Company unless such addition variation or exclusion has been expressly and specifically accepted in writing by the Company.

3. Prices and quotations

Our quotations are valid for a period of 30 days unless otherwise stated. Printed prices and/or quotations are subject to alteration or withdrawal without notice. Prices charged are those ruling on the date of dispatch and if VAT at current rate applies. Although we endeavour to ensure that all pricing information is accurate, occasionally an error may occur, and goods may be mispriced. If we discover a pricing error we will, at our discretion either contact you to ask whether you wish to proceed with the order at the correct price or notify you that we have cancelled/delayed the order. We will not be obliged to supply goods at the incorrect price.

4. Literature

All catalogues, brochures, specifications or other technical characteristics, data or descriptive matter including any sales promotional material issued by the Company are intended to give a general description of the products offered and shall not form part of any contract unless it shall be expressly agreed otherwise in writing.

5. Illustrations

Illustrations are given for the guidance of the purchaser and are intended to show the types of fittings offered. The Company does not undertake to supply as illustrated.

6. Suitability

Whilst the Company makes every effort to ensure that goods supplied are of merchantable quality it gives no warranty either express or implied as to their suitability for any special conditions or particular purpose of which the purchaser must be the sole charge. Where possible goods sold by this Company comply with BS5750 and also The Control of Substances Hazardous to Health (COSHH) 1998.

6.1. Any changes to the order after the order has been placed and deposit paid will be subject to an extra over-cost, which will be created as a separate order on a separate order document. Additional items will also result in an additional chargeable order, separate to the first.

6.2. The manufacturer reserves the right to make minor alterations if perceived necessary. These alterations can be made at their discretion and without prior knowledge. Johnston Building Supplies Ltd does not offer compensation for these rare, but sometimes necessary, occurrences.

6.3. Johnston Building Supplies Ltd reserves the right to replace or repair damaged or incorrect goods.

Orders, Delivery and Installation

7. Orders become definite only after the Sales Agreement document has been signed and any necessary deposits have been received.

8. When orders are cancelled within five days of their confirmation a 25 percent charge will be incurred or a minimal charge of £450, whichever is the greater. Orders cannot be cancelled after the five-day period.

9. Delivery times are indication only. The rare occasion of delivery delays does not give rise to any rights of compensation nor any cancellation of contract. Paint-to-Order doors will be on an extended lead-time due to the processing time required for this product. Delivery dates provided for this product are estimated only.

10. Should the kitchen have to remain in our safe-keeping for reasons attributed to the customer, the customer may be charged a storage sum. This sum will be agreed prior at the beginning of the storage period.

Preparation

11. Humidity at the installation property can cause the doors to warp and the carcass to swell and so the kitchen furniture should not be installed until the room is ready. We recommend that the ambient temperature should be 15 degrees centigrade.

12. The room must be lockable and safe.

13. The floor should ideally be installed before the furniture although this is not imperative.

14. All electrical connections should be completed, wiring provided, and power connected. Ducting which is above the ground floor level should be already installed.

15. Hot and cold-water supply to be terminated with an isolating valve within the sink base area and waste connection must be present.

16. All sockets behind appliances must be fitted with face plates.

17. All rooms should be easily accessible and clear of equipment.

18. Although a survey to the property has been made, it is important that the customer also checks the dimensions to ensure they correspond to the kitchen design.

19. All installations will be dry fit unless otherwise agreed and ideally the electrician, plumber and gas safe engineer (if applicable) should liaise with our fitters when they are on site. Our fitters will not carry out any electrical, gas or plumbing work within the installation quote.

20. Any incorrect or unsatisfactory preparation made without prior notification may result in a delay of installation and at an additional cost to the customer.

21. When supplied, our technical plan is prepared with care but must always be regarded as indicative.

FOR SUPPLY ONLY CONTRACTS:

22. Johnston Building Supplies Ltd will not be held responsible for the condition of an installation by others. Damages or incorrect goods reported immediately (within 48 hours) will be repaired or replaced accordingly, after this time a return is not accepted. Although we try to ensure all precautions are considered, Johnston Building Supplies Ltd does not take responsibility for measurements on a supply only kitchen and thus no blame will be accepted by the company due to incorrect or altered dimensions. It is the duty of the customer to ensure the kitchen furniture is suitable for the space provided.

23. When kitchens have been installed by others, Johnston Building Supplies Ltd will not be responsible for breakages or damages to stone worktops due to the base units being installed incorrectly.

24. Any return visit, which is not deemed the liability of Johnston Building Supplies Ltd, will be charged at a day rate cost.

25. Furniture accessory returns which are surplus to requirement are refundable with a minimum of 25% restocking charge. All items must be un-used and still in their original packaging. Refunds are subject to inspection and at the discretion of Johnston Building Supplies Ltd. Furniture carcass and doors are non-refundable and once delivered will not be taken back or exchanged.

26. Once the kitchen has been initially installed (this stage is regarded as practical completion) we will scrutinise every kitchen and report any faults, which will be acted upon immediately and information on any rectifications will be relayed to the customer accordingly. The customer is welcome to participate in this procedure. The site manager or representative of the customer will be requested to 'sign-off' the kitchen and agree to the practical completion of the kitchen installation.

27. Any faults or damages will be listed and a copy will be issued to the customer. Any further reports of damages or defects after this procedure will be subject to inspection and could incur an additional charge for repair or replacement depending on the circumstance. When access is unavailable to inspect the complete installation, the client may produce a report of damages or faults within a five-day period. Responsibilities of the damages or faults after this period are at the discretion of Johnston Building Supplies Ltd.

28. Any loss that is the consequence of poor conditions in the premises where our goods are stored or installed cannot be invoked as a complaint against us.

29. Parking for unloading the furniture and for the installer should be made available. Where it is not possible Johnston Building Supplies Ltd should be made aware before or upon the order being placed. Further discussions must then take place regarding this.

30. Painted Glass

Please allow 3 weeks for completion of painted glass after templating (if applicable) and please note that where glass is used in areas other than behind the hob any taps, electrical sockets or applicable fittings must be removed before our arrival. Paint behind the glass can be affected by heat when mounted too close to a hob or within proximity of a heated pan. – Painted glass is therefore only guaranteed when mounted onto an extended depth worktop (650mm deep or more). Further instructions on painted glass can be obtained upon request.

31. Timber worktops

Installation of timber worktops by others are not the responsibility of Johnston Building Supplies Ltd. Swelling or curvature of the worktops may occur if the product is not oiled correctly and this along with storage recommendations should be researched in full prior to installation. Timber worktops adhere to the same humidity guidelines as the kitchen furniture (see preparation sub-section).

32. Granite or Quartz Worktops

Sinks must be in position for templating with the taps, hob and any other cut-out items on site. Templating will occur after furniture installation on the nearest date available by the fabricator. Please then allow 5-10 working days for completion of worktops after templating and note that the customer, prior to our arrival, must ensure that the access is clear and level. Certain cut-outs may require strengthening bars and long runs may require additional joins. These can only be determined upon receipt of templates and these additions will be relayed to the client for acceptance before the worktop is fabricated. A delay in the confirmation of acceptance may result in the postponement of installation. If a template or installation is unable to proceed due to lack of adequate working space this will be rescheduled and would incur a return visit charge.

33. Johnston Building Supplies Ltd will not be held responsible for worktops supplied by others and any movement of the kitchen furniture deemed to be a result of the worktop by others will be the responsibility of the customer. Re-positioning or replacement of the furniture would therefore be chargeable.

34. Removal of rubbish

The customer is responsible for removal of rubbish. However, our installers will ensure all rubbish is placed into a rubbish skip where one has been made available for them at the property.

35. Lighting:

Johnston Building Supplies Ltd are not responsible for the under-unit light 'colour' or the strength of the 'glow'. All lighting will be supplied within industry standard. Light bulbs are not covered by an extended warranty and additional bulbs are chargeable.

36. Payments:

Unless otherwise agreed on the customer's account or Sales Agreement, a 50% deposit will be required on placement of order. The remainder of the balance is to be paid as cleared funds prior to delivery.

37. Any items listed as incomplete, damaged or faulty on practical completion will be discussed and respectfully dealt with as contractually agreed and the value of these items can be withheld if deemed acceptable by Johnston Building Supplies Ltd until complete.

38. Non-payment, which has not been agreed will result in all outstanding invoices including those not yet due becoming immediately payable and performance on current contracts may cease until the discrepancy has been satisfactorily resolved.

39. All goods remain the property of Johnston Building Supplies Ltd until paid for. However, the risk to the goods remains with the customer.

40. Disputes regarding our invoices must be made within a 14-day period of issue.