



Standard Conditions of Sale

1. Orders of goods

- 1.1 The Customer shall order the goods from the Company and such order will be confirmed on the Company's standard Order confirmation pages and subsequent standard documents (hereafter the 'Standard Document') from time to time in use.
- 1.2 Where the Customer is not an individual the person placing the order shall be deemed to have the requisite authority to bind the Customer in the placing, altering or cancelling of orders.

2. Cancellation or variation of orders

- 2.1 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and, at the Company's absolute discretion, on the condition that the Customer shall indemnify the Company against any losses, costs, damages, charges and expenses incurred by the Company as a result of the cancellation or variation including loss of profit, labour and materials.

3. Price

- 3.1 The Price shall be that stated on the Standard Document subject to any increase in the cost to the Company which is due to factors beyond the control of the Company (such as without limitation, alteration of duties, foreign exchange fluctuations, significant increase in the cost of labour, materials or other cost of manufacture). The Company will inform the Customer of such increase as soon as is reasonably practicable.

4. Payment

- 4.1 Payment shall be made as set out on the Standard Document.
- 4.2 Time shall be of the essence in respect of payment.
- 4.3 If the Customer fails to make any payment in accordance with the terms hereof then without prejudice to any other right or remedy available to the Company the Company may:
- rescind the Contract or suspend any further deliveries and
 - charge the Customer interest (both before and after any judgment) on all amounts outstanding at the rate of 4% per annum above the base lending rate for the time being enforced by the Bank of England or any other Bank of the Company's choice and
 - appropriate any payment made by the Customer to such goods as the Company may in its absolute discretion think fit
- 4.4 The Company reserves the right to refuse to execute any order if the Customer's credit standing is not satisfactory to the Company.
- 4.5 The Customer may not withhold payment of any invoice or any other sum due to the Company by reason of set off or counter claim for any reason whatever.
- 4.6 If the Standard Documents state that delivery is to be by installments each such installment shall be deemed to be a separate contract and the terms hereof shall apply to each such contract accordingly.

5. Delivery and acceptance

- 5.1 Where the Company is to deliver the goods to a site or location noted on the Standard Document the Company's obligation is limited to delivering the goods to a site safe for unloading as near to the site set out on the Standard Document as is reasonably practicable.
- 5.2 The Customer shall be responsible for providing the necessary labour to unload and stack the goods from the transportation used for delivery.
- 5.3 If the Customer fails to take delivery of the goods or fails to give the Company adequate delivery instructions in accordance with the terms hereof (otherwise and by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company the Company may:
- store the goods until actual delivery is rearranged and charge the Customer for the reasonable cost (including insurance and transport) of storage and/or
 - sell the goods at the best price readily obtainable and after deduction of all expenses and costs including the Customer for any shortfall below the price such sums being due in accordance with the terms hereof.
- 5.4 Any dates and times quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery however caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.
- 5.5 The goods may be delivered by the Company in installments in advance of any delivery date upon reasonable notice to the Customer.
- 5.6 The goods shall be deemed to be accepted by the Customer unless the Company receives written notice to the contrary within 7 working days after the date of delivery.

6. Damage shortage or loss in transit

- 6.1 The Company shall not be liable for any claim for damage shortage or loss in transit unless:
- in the case of shortage notice is given to the Company by the Customer specifying the shortage on the receipt note signed by the Customer and retained by the Company at the time of delivery.
 - in the case of damage or non delivery written notice is received by the Company within 7 working days after the issue by the Company of its invoices.
 - where a delivery is by separately contracted carrier, the carrier has been notified in accordance with the carrier's conditions of carriage and the Company has received written notice of the damage or shortage within 3 working days of delivery

7. Suitability of goods and samples

- 7.1 The Customer shall be responsible for ascertaining whether the goods are suitable for his specific purpose except where the Customer has stipulated in writing that he is relying upon the Company's skill and judgement and the Company has accepted such a stipulation in writing.
- 7.2 Any samples supplied prior to the date hereof are intended to give an approximate idea of general quality and no warranty is given or implied by the Company that goods the subject hereof will in all correspond to the sample.
- 7.3 The Company reserves the right to charge the normal sale price in respect of any samples supplied provided that the Company has given notice of its intentions to do so to the Customer before the sample is supplied.

8. Warranties and liability

- 8.1 Subject to the terms hereof the Company warrants that the goods will correspond with the specification on the Standard Document at the time of delivery and will be free from defects in material and workmanship as warranted in detail in the warranty document.
- 8.2 The conditions referred to above include the following:
- that the Company shall have no liability in respect of any defect in the goods arising from any drawing design or specification supplied by the Customer contrary to the Company's advice.
 - that the Company shall have no liability in respect of any defect arising from fair wear and

tear, willful damage, negligence, abnormal working conditions, misuse or alteration of the goods or failure to follow the Company's written instructions contained or referred to in any brochure, catalogue or specification issued by the Company in relation to the goods.

c) that the Company shall have no liability to the Customer if the price for the goods has not been paid in full by the Customer.

- 8.3 All terms conditions and warranties (whether implied or made expressly, whether by the Company or its servants or agents or otherwise) other than those expressed in the terms, conditions and warranties set out in this Agreement (relating to the quality and/or fitness of purpose of the goods or any of the goods and any services provided hereunder) are excluded to the maximum extent permitted by law.

9. Agreements and Declaration

- 9.1 Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the Company in accordance with the terms hereof the Company shall be entitled to replace the goods free of charge or at the Company's absolute discretion refund to the Customer the price (or a proportionate part thereof if applicable) but the Company shall have no further liability to the Customer.
- 9.2 This agreement shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.
- 9.3 Total liability by the party under this agreement shall not exceed the Price.
- 9.4 In the event that one clause or part of a clause is deemed by a Court of competent jurisdiction to be unenforceable or void then that shall not affect the enforceability of the remainder of the document.
- 9.5 The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed in writing by the Company. In entering into this agreement the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations that are not so confirmed.
- 9.6 The Company shall not be liable for any indirect losses to the Customer.
- 9.7 This agreement, together with the Company's Product Warranty forms the entire agreement between the parties.

Product Warranty

Thank you for choosing Mumford & Wood products, which are manufactured to high and exacting standards. This Product Warranty is applicable from the date goods are ready for delivery for ten years (10) and is subject to Mumford & Wood Limited Standard Conditions of Sale.

1. This Product Warranty covers the following items as specifically detailed below:

1.1 Wood Frame & Sash

The Company warrants that all wood components are free from defects in workmanship or materials that would affect performance for a period of thirty years (30).

1.2 Surface Treatment

The Company warrants that standard three coat opaque finished joinery is warranted for eight years (8) against blistering, or flaking but excluding natural resin exudation and movement around knots. Regular maintenance inspections and routines as laid out by the Company of at least yearly intervals must be undertaken by the Customer.

1.3 Ironmongery & Seals

The Company warrants hinge systems and handles for a period of ten years (10) [five years (5) if from the Contemporary Range] to be free from functional failure. Surface finishes for handles and catches are not covered by this warranty. Replacement handles and catches are supplied and fitted in year one, after which they are supplied only for the customer to fit.

1.4 Sash Window Spring Balances

The Company warrants the spring balance mechanism for a period of ten years (10) to be free from functional failure. If a failure occurs in the first five years of the warranty period the Company will supply and fit a replacement balance but if the failure occurs in the second five years then the Company's obligations hereunder are limited to supplying only the replacement balance and not the cost of installation.

1.5 Double Glazed Unit

The Company warrants that glass will comply with Glass and Glazing Federation visual quality standards. The Company warrants that seals on the double glazed units will be free from failure (here "failure" meaning failure of the insulation glass unit resulting in penetration of moisture into the air space and appearance of moisture on the glass inside the air space) for a period of ten years (10). If failure occurs in the first five years the Company will be responsible for the re-glazing costs. If the failure occurs in the second five years the Company's obligations hereunder are limited only to supplying the replacement unit.

The Company reserves the right to supply a replacement whole sash with glass as an alternative to a glass panel.

No other glass defect or phenomena are covered by this warranty.

2. Exclusions

This warranty shall be void where:

- Damage to the surface coatings has occurred by physical damage, abrasion (e.g. window cleaners ladders), damage to cill extension joints by handling or installation, pet damage, chemical damage, damage caused by bad maintenance or poor design of the building.
- Where non-standard paint finishes were ordered by you. In such cases the warranties for the surface coatings only extend for the period set out below.
 - Two coat opaque – three years
 - One coat primer – three months
 - Three coat translucent stain – five years
 - Two coat translucent stain – one year
- Damage has occurred as a result of faulty installation, repairs, alterations or work processes or pollution from the surrounding area.
- Damage has occurred from excessive cleaning processes or hosing down of product.
- Products have been stored in unventilated areas prior to fitting or areas, which have been unventilated during the construction process.
- Products have been used in swimming pool enclosures.
- Where surface wear has gradually been caused by natural elements.
- Damage caused by external causes outside the control of the Company which shall include accident, fire, disaster or burglary.
- Where products have been exposed to unusual physical conditions.
- Where cill projections exceed 85mm
- 2.11 Where any sums remain due to the Company.

PROVIDED ALWAYS all surface treatment warranties are subject to environmental conditions of the site, location and adherence to the care and maintenance procedures stated in the Company's site instruction manual provided to you.

Claim Procedure

If you have a valid claim please contact our office in the first instance requesting a claim form.

Validation

If necessary it rests with the Customer to substantiate the date of delivery and provide proof of purchase.