

O&S Terms and Conditions of Sale

1. Interpretation

1.1. Definitions:

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“**Company**” means O & S Doors Limited (company number NI034182) a company registered in Northern Ireland whose registered office is at 106 Syerla Road, Benburb, Dungannon, Co. Tyrone, BT717ET.

“**Conditions**” means the terms and conditions set out in this document as amended from time to time in accordance with clause 14.5.

“**Contract**” means any contract between the Company and the Customer for the sale and purchase of the Goods that shall incorporate these Conditions in accordance with clause 2.1.

“**Customer**” means the person(s), firm or company who purchases the Goods from the Company.

“**Force Majeure Event**” means an event or circumstance beyond a party’s reasonable control.

“**Goods**” means any kitchen or bedroom doors, panels, associated accessories or any other goods (or any part of them) agreed in the Contract to be supplied to the Customer (including any part or parts of them) and as further detailed in the Order.

“**Order**” means any order for the Goods accepted by the Company or the Customer’s acceptance of the Company’s quotation in accordance with clause 2.3, as the case may be.

“**O&S Warranty**” means the warranty given by the Company to the Customer contained in the Warranty Pack given by the Company to the Customer.

“**Specification**” means any specification for the Goods, including any related plans or drawings, that are agreed in writing by the Customer and the Company in relation to any bespoke products.

“**Warranty Pack**” means the warranty contained in Appendix 1 of these Conditions.

1.2. Interpretation:

1.2.1. In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.2.3. In these Conditions any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3. In these Conditions any reference to **writing** or **written** includes emails but not fax.

2. Order Process and Basis of Contract

2.1. These Conditions apply to each and every Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, no condition of purchase imposed by the Customer shall have any effect in relation to a sale by the Company of Goods unless the Company expressly agrees otherwise in writing.

2.2. Each Order (placed by telephone, by fax, by email in writing or by any other means) for Goods shall be subject to these Conditions. The Customer is responsible for ensuring the accuracy of the terms of the Order and, in the case of bespoke Goods, any applicable Specification.

2.3. A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

All quoted prices (whether provided verbally or in writing) are based on the cost of materials, labour, transport and other relevant items relevant at the date when such prices are quoted. However, notwithstanding any such quotation, the Company reserves the right to charge Goods at the price relevant at the date of dispatch, unless the quotation validity period of 20 Business Days has not been exhausted at the date of dispatch. Any queries regarding prices charged on invoices must be made to the Company in writing within 10 Business Days of the date the Goods were purchased, otherwise they cannot be accepted.

2.4. The Goods are made to order. Once an Order is made the manufacturing process is deemed to have commenced immediately. As a result once an Order is made these Conditions will be deemed to have been incorporated, a Contract is created and the Customer is required to accept the Goods in accordance with clause 4.

2.5. All tenders, quotations and Orders are subject to supplies being available. Where the Company is unable to fulfil an Order as a result of unavailable supplies the Company shall not take payment for the same and shall not be liable to the Customer for any resulting loss (howsoever it arises).

3. Description of Goods

3.1. Technical specifications, advertising, illustrations, samples, descriptions and diagrams of Goods in the Company’s trade literature, catalogue or other published matter (“**Advertising Matter**”) is indicative only of the approximate and general class, character and colour of the Goods. Advertising Matter is approximate only and shall not form part of the Contract. The Company reserves the right to amend the Advertising Matter at its discretion.

- 3.2. Any clerical error or omission in any Advertising Matter, quotation, invoices or any other documents issued by the Company shall be subject to correction without any liability to the Company.
- 3.3. Unless stated otherwise, the dimensions for sawn dimensions are "nominal".
- 3.4. To the extent permitted by law, in no event is any condition made or warranty given by the Company that the Goods will correspond to sample unless specifically agreed to in writing by the Company for any one Contract.
- 3.5. If the Customer requires Goods to comply with any particular Specification it shall inform the Company of such requirements in the Customer's Order. The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.
- 3.6. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This clause 3.6 shall survive termination of the Contract.
- #### 4. Delivery and Acceptance of the Goods
- 4.1. The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after the Company notifies the Customer that the Goods are ready. The Customer shall be responsible for providing safe, proper, prompt and unhindered access to the Delivery Location to the Company at all reasonable times for unloading and shall be liable for any loss or damage, or cost of delay caused by lack thereof. Where the Customer assists with any unloading it shall be responsible for any damage caused to the Goods arising from Customer's employees acts or omissions.
- 4.2. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.3. The Company may deliver the Goods by separate instalments. The Company may raise a separate invoice and require payment for each instalment. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.4. The Company shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of delivery of the Order, all relevant Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.5. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.6. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods.
- 4.7. The Customer must inspect the Goods on receipt and mark the delivery note to record any alleged damage in transit. The Customer must within 2 Business Days of receipt of the Goods notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with description by written notification to the Company to be sent to the following email address: orders@osdoors.com
- 4.8. If the Customer fails to comply with the provisions of clause 4.7 the Goods shall be presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods. Notwithstanding the terms of the O & S Warranty, after acceptance of the Goods the Customer may not reject the Goods and payment for the same will be payable in accordance with these Conditions.
- 4.9. If the Customer fails to take delivery of the Goods within 3 Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:
- 4.9.1. Delivery of the Goods shall be deemed to have been completed at 9.00 am on the fourth Business Day after the day on which the Company notified the Customer that the Goods were ready; and
- 4.9.2. The Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5. Export Sales and Incoterms

- 5.1. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 5 shall apply notwithstanding any other provision of these Conditions.
- 5.2. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Incoterms 2010 and these Conditions, these Conditions shall prevail.
- 5.3. The Customer shall be responsible for complying with any legislation or regulations governing the importation, use or sale of the Goods in the country of destination, the payment of any duties or taxes on them and the transportation and storage of Goods including without limitation any obligation to translate any instructions, labelling or packaging into any other language.
- 5.4. The Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

6. Quality and the O & S Warranty

The Company provides the O & S Warranty for all Goods purchased pursuant to these Conditions. Please see the Warranty Pack for further details. The Warranty Pack is designed to set out guidance on how and to whom to report defects and the responsibilities for and terms upon which they will be remedied.

7. Title and Risk

- 7.1. The risk in the Goods shall pass to the Customer on completion of delivery of the Goods.
- 7.2. Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 7.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - 7.3.1. Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - 7.3.2. Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4. Notify the Company immediately if it becomes subject to any of the events listed in clause 11.1; and
 - 7.3.5. Give the Company such information relating to the Goods as the Company may require from time to time.

- 7.4. If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Company may have:

- 7.4.1. The Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 7.4.2. The Company may at any time:
 - 7.4.2.1. require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 7.4.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Returns

- 8.1. No Goods delivered to the Customer which are in accordance with the Contract will be accepted by the Company for return without the prior written approval of the Company and at its absolute discretion.
- 8.2. If the Company agrees to accept any such Goods from the Customer for return, the Customer shall be liable to pay a handling charge of 20% of the invoice price. Such Goods must be returned by the Customer (delivery paid) to the Company in their original shipping carton.
- 8.3. Goods returned without the prior written approval of the Company or otherwise than in accordance with these Conditions may be returned to the Customer or stored at the Customer's cost without prejudice to any rights or remedies the Customer may have under statute, contract or otherwise.

9. Price and payment

- 9.1. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price of the Goods as set out in the Company's published price list in force as at the date of delivery.
- 9.2. Unless stated in the Order to be a fixed price, the Company upon written notice to the Customer may increase the price at any time before the date of delivery if the cost of materials or labour or overheads relating to the production of the Goods has risen since the date of the Order.

- 9.3. The price for the Goods is exclusive of VAT and all charges in relation to storage, carriage, handling and off-loading. All other taxes, customs duties, duties and expenses shall be the responsibility of the Customer.
- 9.4. The Company may invoice the Customer for the Goods on, or at any time after, the completion of delivery.
- 9.5. The Customer shall pay the invoice in full and in cleared funds in accordance with the trading terms set out in the Order or as otherwise agreed between the Company and the Customer, or if no trading terms are agreed, invoices are payable on the date of the invoice ("Due Date"). Payment shall be made to the bank account nominated in writing by the Company. Time for payment is of the essence.
- 9.6. If the Customer fails to make any payment due to the Company under the Contract by the Due Date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.7. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer. Where any sums are due to the Company from the Customer, the Company is entitled to suspend all services to the Customer until full payment has been received.
- 9.8. If the Company has to instruct solicitors or other agents to recover money owed by the Customer to the Company then the Customer will indemnify irrevocably, in full and on demand the Company against all fees, expenses and costs payable by the Company to its solicitors or agents.
- 9.9. Where a dispute arises in respect of part only of an invoice, the part(s) of such invoice, which are not be in dispute, shall be paid by the Customer to the Company in accordance with these Conditions.
- 9.10. Credit terms (if any) that are agreed between the Company and the Customer shall govern only the Customer's contractual obligation to make payments to the Company for the price of the Goods.

10. Good Supplied on Credit

- 10.1. Goods may only be supplied on credit account terms if an agreement covering such supplies has been offered by the Company and accepted by an authorized representative of the Customer. The Customer must request and complete the credit account application form (the "**Application Form**") which must be signed by an authorized representative of both parties i.e. Director/Partner, proprietor of a company or in the case of a private individual that person or the person responsible for paying the account. All Goods supplied by the Company to a credit account will be invoiced to the account address by post as soon as possible after the day of sale and will be payable to the Company in accordance with these Conditions as they have been agreed with the account holder. In the case of one or more invoices in which special terms have been agreed in writing, these terms will be referred to on the invoice and payment must be made in accordance with those terms.
- 10.2. Credit accounts must be settled in accordance with the agreed Application Form and these Conditions or any other terms agreed between the parties in writing. Should any monies be outstanding outside the terms agreed between the Company and the account holder, the Company reserves its statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.3. The Company reserve the right to withdraw credit facilities at any time. Should the Customer fail to pay the whole amount of any sum due under the Contract by the due date, the full balance outstanding on any account between the Company and the Customer shall then become payable immediately and the Company shall further be entitled to cancel the Contract and/or suspend supplies of goods or services under any contract between the Company and the Customer.
- 10.4. The Company shall not be obliged to accept normal stock Goods returned for credit, but may at its absolute discretion do so. All such Goods returned for credit must be accompanied by evidence of original purchase from the Company and the Company shall be entitled at its absolute discretion to impose a 20% handling and/or damage charge in respect of any Goods accepted for return. Goods which are non-stock items and Goods which have been specially ordered will not normally be accepted by way of return for credit. Any Goods which are returned for credit shall not be regarded as having been accepted by the Company until the Company has issued a formal credit note through the channels laid down for such transactions by the Company in writing in respect thereof. The unlifting by the Company's vehicles of Goods for which credit is sought and for which the lorry driver may issue a receipt note is not an acceptance by the Company of liability for credit.

11. Termination

- 11.1. Without limiting its other rights or remedies, the Company may terminate a Contract (and suspend all future deliveries) with immediate effect by giving written notice to the Customer if:
- 11.1.1. The Customer commits a material breach of any term of the Contract;
 - 11.1.2. The Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.1.3. The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 11.1.4. The Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2. Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if:
- (i) the Customer becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.4; or (ii) the Company reasonably believes that the Customer is about to become subject to any of the events listed in clause 11.1.1 to clause 11.1.4; or (iii) if the Customer fails to pay any amount due under any Contract on the due date for payment; or (iv) the Customer fails to accept delivery of any Goods ordered by the Customer in accordance with clause 4; or (v) the Customer commits any other breach under these Conditions.
- 11.3. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract (or any other contract between the Customer and the Company) on the due date for payment.
- 11.4. On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and any interest due thereon.
- 11.5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.
- 11.6. Any provision of the Contract that expressly or by implication is intended to come into force or to continue in force on or after termination of the Contract shall remain in full force and effect despite such termination.

12. Limitation of liability

- 12.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
- 12.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2. Fraud or fraudulent misrepresentation;
 - 12.1.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 12.1.4. Defective products under the Consumer Protection Act 1987; or
 - 12.1.5. Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 12.2. Subject to clause 12.1:
- 12.2.1. The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct or indirect) or any indirect or consequential loss (howsoever caused) arising under or in connection with the Contract; and
 - 12.2.2. The Company's total liability to the Customer in respect of all other losses arising under or in connection with each Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited a maximum sum equivalent to the original purchase price of the Order paid by the Customer to the Company under the Contract.

13. Force Majeure

The Company reserves the right to defer the date of delivery, to cancel the Contract or to reduce the volume of the Goods ordered by the Customer, in each case without liability to the Customer, if the Company is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. General

14.1. Assignment and other dealings

- 14.1.1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.1.2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

14.2. Confidentiality

- 14.2.1. Each party undertakes that it shall not, at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or companies of the other, except as permitted by this clause 14.2.1. Each party may disclose the other party's confidential information:
- 14.2.1.1. To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
- 14.2.1.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.2.2. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14.3. Data Protection

Any personal information shall be used in accordance with any and all applicable data protection legislation, including the Data Protection Act 1998 (as may be amended or replaced).

14.4. Entire agreement

- 14.4.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.4.2. Each of the Company and the Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each of the Company and the Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.5. Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.7. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.8. Notices

All notices to be served by one party on the other (unless specifically provided for in these Conditions) shall be deemed duly served 7 days after posting if posted by first class or airmail pre-paid to the registered office of the other party or in the absence of such registered office to the address notified in writing between the parties prior to or at the time of the Contract.

14.9. Third Party Rights

The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.10. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

14.11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Appendix:

1. O&S Doors Warranty

O & S Doors Limited ("O & S Doors" or "we" or "us" or "our" or the "Company") is a leading manufacturer and distributor of Kitchen Bedroom and Bathroom door frontals and associated accessories to kitchen retailers and manufacturers throughout the UK and Ireland. All of our Goods have been designed to provide you a quality product with your needs in mind. The following paragraphs contain important details concerning your O & S Warranty. You are advised to read these sections carefully so that you are fully aware of the benefits and associated terms. Should you have any questions or queries in relation to the provisions of this O & S Warranty, you should in the first instance, direct such questions to your appointed sales representative or our customer services team. O & S Doors has implemented a number of industry-leading quality control initiatives and all of our employees are fully committed to delivering quality products that consistently meet independently audited standards and undergo rigorous quality control checks at every stage of the production process. We hold certification from the Forestry Stewardship Council and the Programme for the Endorsement of Forest Certification to ensure that all our timber and raw materials are sourced from ethically managed forests. We are also members of the Furniture Industry Research Association, an independent body set up to ensure the quality and reliability of products used within the furniture industry supply chain. We pride ourselves on the high quality components we produce. However, there are inevitably occasions when defects become apparent following purchase. Initially there may be some snagging issues that require remedial work or items that require adjustment.

Please note that this O & S Warranty Pack is O & S Doors' contractual commitment to you (upon which we intend to rely) in relation to any defects that may arise in relation to the Goods. For the avoidance of doubt this O & S Warranty is personal to you and may not be transferred to any person.

Capitalised terms used herein and not otherwise defined shall have the meaning given to them in the O & S Terms and Conditions of Sale.

O&S Product Warranty: General Terms

1. The Company warrants that on delivery, and for the relevant Warranty Period (as defined below) the Goods shall:
 - 1.1. Conform in all material respects with their description;
 - 1.2. Be free from material defects in design, material and workmanship; and
 - 1.3. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
2. The Warranty Periods for each product and class of Goods are specified below (the "Warranty Period"):

**Warranty Period:
6 Years From Invoiced Date Of Supply**

Product Name

- Painted Stock
(including Arena/Hartford/Luzzi ranges)
- Solid Painted
(including Albany/Greenwich/Hampton/Milburn ranges)
- Painted/Made to Measure
(including Belair/Hyde/Reed/Tenby/Finsbury/Harrow ranges)
- Acrylic
(including Phoenix/Hardcoat/Zenith ranges)
- PVC/Stock
(including one Piece Stock/One Piece Bedroom Stock ranges)
- PVC/Made to Measure
(including Matt Finish, Gloss Finish ranges)
- Curved + Feature
(including Radius/Concave Doors, Featured Curves ranges)
- PVC/Accessories
(including Mouldings/Vinyl Wrapped Accessories, Worktops/Panels/Return Gables ranges)
- Zoom
(including 2mm MFC Edged Doors ranges)
- Solid Shaker Oak
- InFrame
(including Devon Shaker, Cornwall Raised Panel ranges)

2. Making a Warranty Claim

3. Subject to exclusions and limitations set out in section 3 below and adherence of the care and maintenance guidelines set out in section 4 below, if:
 - 3.1. The Customer gives notice in writing to the Company during the Warranty Period that some or all of the Goods do not comply with the O & S Warranty; and
 - 3.2. The Company is given a reasonable opportunity of examining such Goods; and
 - 3.3. The Customer returns such Goods to the Company's place of business at the Customer's cost,

The Company shall, at its option, repair or replace the defective Goods, or refund the price of the Goods, that we agree are defective, in full.

4. Our obligations under this O & S Warranty are limited, at our option, to repairing or replacing any part which proves to be defective or refunding the price if the Goods that we accept are defective. Replacement parts where possible will either be the same or similar and we are under no obligation to replace any part or item with an identical part or item.
5. Except as provided in this section, the Company shall have no further liability to the Customer in respect of the Goods' failure to comply with the O & S Warranty.
6. The O & S Warranty for the Warranty Period is the full extent of our obligation to you in relation to the Goods and any other rights and remedies are excluded to the fullest extent of the law.
7. Any Goods repaired or replaced by the Company (including any repaired or replacement Goods) shall be guaranteed pursuant to this Warranty for the unexpired portion of the relevant Warranty Period that applied to the original Goods supplied. For the avoidance of doubt, the Warranty Period will not be extended by supplying replacement Goods or parts thereof or by repairing such Goods or parts thereof.
8. The Company reserves the right to charge the Customer for any completed warranty service work where it is found to be caused by negligence, poor commissioning, or any other factor not related to a manufacturing defect, or is otherwise excluded under section 3 below.

- 2.1. If you wish to make a claim under the terms of this O & S Warranty then you should contact us immediately after the defect is found or becomes obvious to you.
- 2.2. As stated in section 1.3.1 above you will be required to give notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in this Warranty Pack. You will provide the Company with:
 - 2.2.1. Evidence of the original invoice or proof of purchase (this may include the original invoice number or other evidence of the purchase);
 - 2.2.2. A full description of the defect;
 - 2.2.3. Photographs of the defect; and
 - 2.2.4. The defective part that requires replacement for inspection by us or our nominees.
- 2.3. On receipt of the above information our customer services department will issue an uplift docket along with a "claim number".
- 2.4. Once a claim is accepted by us (subject to the return of the defective Goods and satisfactory inspection of the same) we will notify you whether we intend to repair, replace or refund the relevant defective Goods. If we notify you that we will refund or replace, we may either (i) refund the value of the Goods where no replacement Goods are issued; (ii) replace the Goods free of charge; or (iii) credit your account where replacement Goods have been issued and charged to your account prior to inspection by us, where it is subsequently agreed by us that the Goods are defective following inspection.
- 2.5. Please be aware the maximum period for return and credit of defective product is limited to one month from the date of supply of the replacement doors.
- 2.6. You must allow us or our agents access to the Goods in order to remedy any defect, where applicable.
- 2.7. Where a claim is rejected we will provide details of why the claim has been rejected.

Any communication with us should ALWAYS be sent in writing or by email and quoting any applicable invoice number to:

O & S Doors Limited,
106 Syerla Road,
Benburb, Dungannon,
Co. Tyrone,
BT71 7ET.

EMAIL – orders@osdoors.com

3. Exclusions to your Warranty

- 3.1.** The O & S Warranty applies to the Goods under normal use, subject to the conditions set out in this Warranty Pack, and as determined by O & S Doors in its sole discretion.
- 3.2.** O & S Doors shall not be liable for the Goods' failure to comply with the O & S Warranty and the O & S Warranty does not include the provision of, or the rectification of the Goods in any of the following events:
- 3.2.1. Where the Customer makes any further use of such Goods after giving notice in accordance with section 1.3 above;
 - 3.2.2. The defect arises because the Customer failed to follow O & S Doors' oral or written instructions as to the storage, commissioning, installation, use or the maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 3.2.3. The defect arises because the Goods have not been used, cared for or maintained in accordance with the care and maintenance instructions as set out in section 4 below;
 - 3.2.4. The defect arises as a result of O & S Doors following any drawing, design or material specification supplied by the Customer;
 - 3.2.5. The Customer alters or repairs such Goods without the prior written consent of O & S Doors;
 - 3.2.6. The defect arises as a result of unfair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - 3.2.7. The Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
 - 3.2.8. Any damages to the Goods are attributable to improper installation, inadequate maintenance, improper product use, after market product modifications, normal weathering, highly corrosive environments, damages caused by fire, accident, flood, acts of God, vandalism, building settlement or structure failures, or other circumstances beyond O & S Doors' control;
 - 3.2.9. The damage to the Goods is caused by or within parts, fixtures or fittings that have not been manufactured or supplied by the Company;
 - 3.2.10. Adjustment of hinges, catches or stays;
 - 3.2.11. Damage caused by the use of inappropriate or unsuitable cleaning materials;
 - 3.2.12. Damage occurring as a result of any alteration, modification, vandalism, or accidental damage to the Goods, misuse, neglect, overloading or abnormal use of your Goods;
 - 3.2.13. Damage caused by the transportation to site or installation of the Goods;
 - 3.2.14. Damage resulting from a failure or delay in arranging for an obvious defect (or any defect which should have been obvious to a reasonable person who has complied with all relevant owner manuals and this O & S Warranty) to be reported under your O & S Warranty or rectified;
 - 3.2.15. Damage caused by repairs attempted or undertaken other than those carried out by us or a third party authorised by us;
 - 3.2.16. Damage as a result of failure to carry out normal day to day maintenance or follow normal maintenance procedures including but not limited to the care and maintenance guidelines in section 4 below;
 - 3.2.17. Damage as a result of toxic, explosive, corrosive or other hazardous materials brought into contact with the Goods;
 - 3.2.18. Damage as a result of exposure to water, excessive moisture or humidity;
 - 3.2.19. Damage as a result of exposure to heat above 60 degrees C;
 - 3.2.20. Damage as a result of flies, insect, bird or rodent infestations;
 - 3.2.21. Damage caused directly or indirectly by war, riot, revolution, act of god or any similar event or by vandalism, theft or attempted theft;
 - 3.2.22. Damage arising from any accident or any act or omission by you;
 - 3.2.23. Where repairs are not authorised by us in writing or carried out by us. We will not take responsibility for any costs associated with or subsequent rectification of any unauthorised repairs;
 - 3.2.24. Where Goods are modified with any parts not supplied by us, or where Goods are incorporated with a modified part; or
 - 3.2.25. Where O & S Doors is NOT the manufacturer of any parts or fixtures and fittings of the Goods, this O & S Warranty does not apply.
- 3.3.** We will pay for all parts associated with any repair work carried out under the O & S Warranty up to a maximum sum equivalent to the original purchase price of the Goods. Where multiple claims are made, for whatever reason, our aggregate maximum liability shall also be equivalent to the original purchase price of the Goods. Please see the limitation of liability provisions set out in the O & S Terms and Conditions of Sale.
- 3.4.** We cannot accept responsibility for any loss or damage suffered, or incurred as a consequence of your failure or delay in reporting defects promptly.

Installation

- 4.1. Ensure that the relevant rooms have been left to environmentally stabilise prior to the installation of the Goods. Goods must not be installed into a damp moisture rich environment as it will cause undesirable movement in the joints and panels of the Goods. You should ensure that you adequately assess conditions.
 - 4.2. To minimise any potential damage during installation we make the following recommendations
 - 4.2.1. Prior to installation confirm that you have the correct quantity and size of the Goods.
 - 4.2.2. Please make sure that you fully inspect the Goods before drilling or attaching any hinges or other accessories.
 - 4.2.3. Take care when unpacking the Goods, for example do not use sharp blades to cut away the packaging.
 - 4.2.4. When drilling or attaching the hinges, place the Goods face down on a soft clean surface, ensuring that there is no grit or dust underneath that may cause damage to the surface of the Goods. It is good practice to place a clean barrier between the Goods and the surface when drilling or attaching the hinges.
 - 4.2.5. We would recommend that you use a rubber mallet to knock the hinges into the Goods without using excessive force.
 - 4.2.6. Once the hinges have been attached we would recommend that you hang the door immediately to avoid any damage. Do not stack the Goods with the hinges touching other Goods as this may mark the Goods.
 - 4.2.7. The Goods should be stored flat and away from the working area. Please take care when stacking any Goods with hinges so that they do not mark the other products. Do not lean the Goods against each other or against any surface without proper protection in between the same.
 - 4.2.8. Do not stack the Goods on any hard surface as this may cause chipping and scratching along its edge. Prior to fitting, the doors should be stored flat, ensuring that they are not resting on any dirt or debris.
 - 4.2.9. Please take extreme care not to put the door down with excessive force on any edge, especially the handle edge as this will cause crushing/impact damage on these edges.
 - 4.2.10. Take extreme care not to put the door down on any hard or rough surface such as bare concrete floors, or on any debris such as sawdust, grit or screws, as this can damage the Goods.
 - 4.2.11. Where cutting décor panels and trim you must use a sharp quality saw blade of the appropriate grade for finecutting, or a suitable router. Small chips can appear along the cut edge, and so extra care must be taken to minimise the risk of chipping. Using a blunt or inappropriate saw blade will produce a poor finish and this will not be covered by the O & S Warranty.
 - 4.2.12. On Painted Products any fine chips along the cut edge should be smoothed with a fine grade sand paper prior to installation.
 - 4.2.13. All trims are supplied in long lengths and need to be cut down on site. Please ensure you use the appropriate tools.
 - 4.2.14. When fitting the plinth, ensure that you check the dimensions of any adjacent appliances. On occasion, the plinth may need to be pulled forward to ensure that it clears the front of the appliance. This can be achieved by fitting blocks using off cuts to the rear of the plinth prior to attaching the plinth clips, to step the plinth forward from its normal position.
- ### General Care
- 4.3. The most common problems found occur as a result of excessive or prolonged exposure to heat and/or moisture. Always ensure that water is not left around the sink areas as damage caused as a result is not covered by the O & S Warranty.
 - 4.4. Always wipe off excess moisture and be careful with extreme heat sources, such as kettles, ovens and toasters. It is recommended that these heat sources are not placed directly under any wall unit when they are in use as they generate a higher level of heat and moisture than is often expected and can quickly and easily lead to damage of the Goods.
 - 4.5. Don't place appliances that create steam (e.g. steamers, coffee makers or kettles) underneath the Goods.
 - 4.6. If using glass cleaner to clean your glass doors be careful not to damage fine finish of the door and cabinet parts while cleaning. Do not spray glass cleaner directly onto the glass or cabinet as this may discolour the finish or your kitchen cabinets. Instead spray a small amount of the cleaner on a lint free cloth and wipe down the glass.
 - 4.7. Don't open the door of the dishwasher immediately once the cycle is finished as the exposure to the heat and humidity may cause the Goods to absorb the moisture and swell
 - 4.8. Please note that after a period of time it is quite normal for the colouring of kitchen units to mellow in colour. This is not a manufacturing fault and is a result of exposure to light. This means that any additional parts subsequently ordered, or supplied as replacements may not be an exact colour match. However, any additional Goods or parts supplied will also mellow over time to blend with your existing units.
 - 4.9. The colour of doors and drawer fronts may appear mismatched. This apparent mismatch is sometimes the effect of differing light conditions within your room. To check your Goods you should place them side by side in natural daylight for comparison.

Cleaning Advice for all Door Types

- 4.10. Do not use wax furniture polish, abrasive or aggressive cleaners, bleach or other chlorine based cleaners, multipurpose cleaners, dilutes, acetone, alcohol, solvent or similar products on the Goods, as this will damage the surface. Additionally wax and polishes leave a residue build up that is difficult to remove.
- 4.11. Only use a 1% soap, 99% water (liquid soap) solution, wiping with a damp (not wet) cloth, finally drying with a soft clean cloth only.
- 4.12. Ensure all cooking splashes are wiped immediately with a damp cloth.
- 4.13. Dust the Goods with a soft cloth only.
- 4.14. Never use any abrasive cloths or cleaners on the Goods. Spills and condensation on the Goods should be cleaned and dried immediately.
- 4.15. Our Goods should not be stored or installed in a newly plastered room or damp environment. If you need to store them for a while they should be kept flat, preferably in the room in which they are to be installed. This is of particular importance for tall/wardrobe doors.
- 4.16. Components placed adjacent or below a sink, or covering a dishwasher/washing machine or other water source are exempt from this O & S Warranty, unless the failure can be proven to be other than as a result of moisture penetration.
- 4.17. The Goods are wrapped in a manmade material, as are all similar ones in the kitchen and bedroom industry and should not be exposed to heat in excess of 60 degrees. To avoid damage caused as a result of exposure to excessive heat please follow these simple guidelines:
 - 4.17.1. When installing doors adjacent to ovens or other heat sources always ensure doors are shielded by the use of heat deflector strips.
 - 4.17.1. Never use an appliance that generates high levels of heat or concentrated steam (such as a toaster, kettle, pressure cooker or bread maker) directly under or adjacent to the Goods as this can cause damage.
- 4.18. Components damaged as a result of not following the above guidelines are not covered by the O & S Warranty unless protected by suitable heat strips and a suitable gap left for heat escape.
- 4.19. The correct care should help ensure that your Goods will look good for a long time.
- 4.20. All high gloss Goods should be allowed to "cure" for seven days after removing the protective film. During this curing process the Goods will be liable to scratching and other marks. Please treat the Goods very carefully during this period and avoid cleaning or wiping as much as possible.
- 4.21. To clean the surface of the Goods, wipe using a soft cloth with a mild nonabrasive, dishwashing detergent diluted in water. The mix should be 1 part detergent to 99 parts water. You should never use any vinegarbased detergents, solvents, abrasive detergents, white spirit or furniture polish.
- 4.22. We recommend the use of VuPlex polish with a micro antiscratch cloth.

Timber & Veneered Doors

- 4.23. It must be remembered that solid timber is a natural living product, therefore it is not possible nor desirable to achieve uniformity of grain or finish within the raw product. Timber will also change colour over time due to exposure to light. It is advised that this is taken into consideration when replacing or fitting new doors some time after the original installation. In addition to cleaning advice already detailed, it is recommended when cleaning timber doors care is taken to clean following the grain direction of the door using only a damp cloth.

Painted Doors

- 4.24. Painted finishes will change colour over time with exposure to light, the rate of change may differ between pieces and therefore is outside the control of O & S Doors and this O & S Warranty.
- 4.25. As with timber doors, painted product is made from natural products which by their nature are subject to movement depending on the environmental conditions in which they are placed. This natural movement may cause shrinkage or hairline cracks in the paint or along the joints of the Goods. This is considered as part of the features of painted Goods and therefore exempt from this O & S Warranty.
- 4.26. Extreme care should be taken when cleaning painted Goods. In all circumstances use only a damp cloth with a 1% soap, 99% water solution.

5. Dissatisfied with Parts or Repairs

- 5.1. In the unlikely event that you are dissatisfied with the repair undertaken by us or our agents or are dissatisfied with any parts supplied, you should report your dissatisfaction to us within 14 days of completion of the repair or supply of the part.
- 5.2. If no notice is received within 14 days of completion of the repair or supply of the part, the repair work or part supplied is deemed acceptable to you and the claim is deemed to have been satisfied in full.

6. Where The O&S Warranty Is Deemed Void

This O & S Warranty is deemed void and of no force or effect in circumstances including, but not limited to: (i) where you have failed to comply with any procedures laid down by us in this O & S Warranty or if you have failed to complete and return within the timescales prescribed any of the forms which we require; (ii) the specification of your Goods have been altered in any material way other than by us; (iii) your Goods have been the subject of an insurance claim to the extent of a write off (or the value of the holiday home/lodge has depreciated by 50% or more); or (iv) you refuse to allow access to the Goods in order to carry out repairs, where required.