

▶ GUARANTEE & CONDITIONS OF SALE

6 YEAR DOOR GUARANTEE

Terms & Conditions

All products listed below carry the stated guarantee period for defects in materials only from date of invoice.

- All MDF/MFC based products carry a 6 year guarantee
- All timber based products carry a 1 year guarantee
- All cabinets carry a 6 year guarantee
- All metal based products carry a 1 year guarantee

All timber based products should only be cleaned with a damp cloth applying minimum amount of moisture or alternative approved cleaning polishes. Do not use any cleaning products containing solvents.

High gloss products with protective film.

After removing the protective film the finish has a 7 day curing process then the surface should only be polished with VuPlex polish or similar using a micro anti-scratch polishing cloth.

Products situated below a sink, or covering a dishwasher/washing machine are not covered, unless the damage is anything other than excessive steam or water contact.

Products placed near heat sources such as ovens, radiators, grills, boiling kettles, toasters etc, are not covered by the guarantee unless protected by suitable heat strips, and a suitable gap left for heat escape.

BA doors conform to FIRA standard of 1mm bow over a 600mm length if measured when the doors are acclimatised for a period of 96 hours to a temperature of 18-25°C.

In the unlikely event that the original colour has been discontinued, the nearest possible alternative will be offered. Any damage reported to us will be dealt with efficiently and swiftly, and any replacement will be at our discretion.

BA Components accept no liability for any consequential loss, costs or re-fitting charges.

are non-returnable and are the Buyer's responsibility for disposal as appropriate.

- 3.4** Goods valued below £300 before VAT are subject to delivery and packing charges.
- 3.5** The Company shall not be liable for loss or damage to the Goods during transit unless the Company is notified by the Buyer within 5 days of delivery in writing. No claim will be eligible for any compensation without being signed for as damaged when Goods are delivered at agreed place of delivery.
- 3.6** The Company shall not be liable for the re-delivery of the Goods where the Buyer is not present to sign or accept delivery. Re-delivery or depot collection costs shall be borne by the Buyer.

Cancellation

- 4.1** You may not cancel an order unless we agree in writing. We will not agree to the cancellation of an order if processed. You will be liable to pay full costs.

Quality

- 5.1** The Company warrants that the Goods will be of merchantable quality and will comply with their description, subject to normal trade tolerances. Any claim in respect of the guarantee must be notified to the Company before the Goods are used and in any case within 5 days after delivery.

Suitability

- 6.1** The Buyer assumes responsibility for the goods being suitable for the purpose for which they are intended.

Storage

- 7.1** If the Goods are ready for delivery but are held back at the Buyer's request, or if the Buyer fails to accept delivery, or the Buyer has not cleared payment, the Company may require the Buyer to pay a reasonable storage charge (as determined by the Company) after the expiry of 7 days from date of the Buyer being notified that the Goods are ready for despatch.

Reservation of Title

- 8.1** Until payment has been received in full including any transport costs for the Goods supplied by the Company:
 - (a)** The Goods shall remain the property of the Company.
 - (b)** The Buyer shall be at liberty to sell the Goods in the ordinary course of business, but the company may revoke this power by notice to the Buyer if the Buyer defaults in payment of the whole or part of the purchase price of Goods.

Liability

- 9.1** The Company shall not be liable for any consequential or special loss arising out of any breach of condition, guarantee or contract on the part of the Company in respect of the goods. The Company's liability for any such breach in respect of the goods shall be limited to their net invoice value or (at the Company's discretion) to replacement of the Goods.

Jurisdiction

- 10.1** This contract is subject to the Laws of Northern Ireland and the Buyer will submit to the exclusive jurisdiction of the Northern Ireland Courts.

Definitions

- a)** "the Company" means BA Kitchen Components Ltd. and any of its subsidiary or associated companies.
- b)** "the Buyer" means the person or company who agrees to buy the goods from the Company
- c)** "the Goods" means the goods which the Company is to supply in accordance with these Conditions of Sale
- d)** "approved account" means Accounts are approved by Euler Trade Indemnity Ltd or other similar agency. Their ruling will be final.

Terms & Conditions

Ordering

- 1.1** All orders for the Goods are to be made in writing.
- 1.2** Any amendments or additions must be received before goods enter production.
- 1.3** It is the Buyer's responsibility to check the Order Acknowledgment making sure that the Goods are as required and that prices and delivery are correct.

Price and Payment

- 2.1** The price for the Goods is subject to alteration without previous notice and any order is subject to being invoiced at the price ruling at the date of despatch of the Goods.
- 2.2** Approved Account holders enjoy thirty days free credit from date of Invoice or any other such written agreement between the Buyer and the Company.
- 2.3** The Company reserves the right to require advance stage payments from the Buyer as notified to the Buyer in writing before delivery of the goods.
- 2.4** The Company reserves the right to charge interest at the rate of 6% above the base lending rate of Ulster Bank Ltd. from time to time in force on all overdue payments from the due date until payment in full is received whether before or after judgement has been entered.
- 2.5** Time of payment shall be the essence of the Contract.

Delivery

- 3.1** Delivery of the Goods shall be made by the Company delivering them to the place of delivery agreed between the Company and the buyer or if no such place is agreed, to the Buyer's place of business. All delivery instructions are to be made in writing.
- 3.2** The Company will use all reasonable endeavours to keep to agreed delivery dates which are quoted on the basis of existing commitments but will not be liable for delay in delivery however caused. The time of the delivery shall not be of the essence.
- 3.3** If the Goods are supplied with packing materials or crates these

Unless otherwise agreed in writing by the Company these Conditions of Sale shall override and exclude any other terms or conditions stipulated or incorporated or referred to by the Customer whether in the order or in negotiations or in any course of dealing established between the Company and the Customer.