JJH Terms and Conditions of Sale

DRAFT 0.1 FOR REVIEW

Prepared 5 November 2026. This is a proposed document for commercial and legal review. It is not an approved statement of existing JJH terms and is not to be used to conclude orders until approved.

Company details

JOHN J. HIGGINS (MAGHERAFELT) LIMITED, registered in Northern Ireland under company number NI006913, trading as John J. Higgins or JJH.

Unit 4, Station Road Industrial Estate, Station Road, Magherafelt, Northern Ireland, BT45 5EY.

Email: info@johnjhiggins.com. Telephone: 028 7963 3717.

How these terms work

Part A contains terms common to our sales. Part B applies only if you buy wholly or mainly for your trade, business, craft or profession. Part C applies if you are an individual buying wholly or mainly outside those purposes. Part D contains consumer cancellation documents. The Order Schedule records the particular commercial and technical arrangements.

These terms must be supplied before the contract is made. Consumer rights that cannot lawfully be excluded take priority. A purchase of bespoke goods does not remove rights where goods are faulty, misdescribed or otherwise fail to meet the contract.

Part A Common terms

1 Your order and our acceptance

An Order is the written specification and commercial agreement we accept for your goods or services. It includes our quotation, Order Schedule, drawings and revisions expressly identified in our written acceptance. Goods may include timber doors and windows, timber fire doors and screens, GRP composite doors, GRP composite fire doors and uPVC doors and windows. Services include only the survey, design assistance, delivery, installation or other work expressly included.

Website content, enquiries and quotations do not by themselves create an obligation to manufacture. A contract is made when we issue written acceptance of your order. A receipt for money is not, by itself, written acceptance. We will identify any remaining conditions before

accepting an order. The website enquiry form prepares correspondence and is not an order acceptance facility.

The Order Schedule and agreed project specification take priority over these general terms where they expressly address the same matter. Your purchase order terms or standard conditions do not apply unless we expressly agree them. We will not treat an Order Schedule as excluding a consumer right that cannot lawfully be excluded.

2 Agreeing the specification

Before manufacture, we will agree the product, quantities, dimensions, handing, opening arrangement, finish, glazing, hardware and performance requirements relevant to the Order. Please tell us about any particular purpose, access requirement, exposure condition or requirement to match existing work. We will make clear what we have agreed to supply and any limitations we know affect the proposed product.

You are responsible for the accuracy of measurements, drawings and information you provide or approve. If we undertake a survey or measurement service, we remain responsible for carrying it out with reasonable care and skill. Your approval does not excuse an error for which we are responsible or our failure to manufacture the agreed product.

Images and samples illustrate appearance. Timber naturally varies in grain and colour. Any agreed sample, finish reference and acceptable appearance requirements should be recorded. Normal material variation does not permit us to disregard an expressly agreed description or supply defective goods.

3 Fire, smoke, security and other performance

Performance relates to the supported product and construction, not to a generic description or photograph. Fire doorsets and screens must use the applicable tested or assessed construction, including the permitted dimensions, glazing, seals, hardware, fixings and interfaces. The relevant product evidence will be identified for the Order. A certificate for doorset manufacture does not automatically establish the scope of an independent glazed screen.

Tell us the required rating and any smoke, security, acoustic, thermal, weather or access requirements before the specification is finalised. A change to a component or site detail must be reviewed against the applicable evidence. Do not assume that an alternative lock, viewer, closer, glazing system or seal is interchangeable.

We are responsible for the product and services we agree to provide. Unless expressly included, we are not appointed to design or certify the whole building or its fire strategy. That allocation does not remove any responsibility the law places on us.

4 Supply package and installation scope

The Order must state the supply package. Timber fire doors can be offered pre hung and primed through to fully painted doorsets with ironmongery fitted, according to the agreed

requirements and supported construction. Standalone timber fire screens can also be offered with the appropriate specification and evidence.

Supply only does not include installation. Where installation is included, the Order must identify site preparation, removal of existing work, disposal, making good, decoration, access equipment, electrical connections and any work by others. Items are included only where the Order says so. We will identify foreseeable exclusions before the contract is made.

5 Price and payment arrangements

The quotation and Order Schedule state the price, currency, VAT treatment, delivery and installation charges, deposits, stage payments and balance arrangements. Consumer prices must state the total including applicable taxes and unavoidable charges, or explain how an amount that cannot reasonably be calculated in advance is worked out. We will agree additional work and its price before carrying it out. We will discuss urgent action reasonably needed to address an immediate safety risk as soon as practicable. Any additional charge for that action must be agreed or otherwise permitted by law.

Credit is not automatic. Payment dates are those agreed for the Order, subject to any mandatory payment rules. Do not rely on bank details in an unexpected message: confirm a requested change with us using the established telephone number.

For delivery outside the United Kingdom, the Order must identify the delivery point and responsibility for import arrangements, taxes and charges. These terms do not assume that every overseas order is supplied on the same trade terms.

6 Changes after acceptance

Please request any change in writing. We will explain its effect on price, manufacture, evidence, programme and any work already committed. A change is effective when agreed in writing. If we cannot provide a requested change within the supported construction, we will explain the available position rather than make an unsupported substitution.

You may ask to cancel an Order. Any statutory cancellation right takes priority. Where there is no statutory right, cancellation requires agreement and any charge must reflect the position set out in the applicable business or consumer part below.

7 Manufacture, programme and delivery

Manufacture and delivery depend on the agreed specification, approvals, information, payments and access arrangements. We will identify the agreed delivery or installation period and any condition needed to start it. An estimate is not an unrestricted right to delay. We will tell you promptly about a material change and discuss a reasonable solution.

Delivery is to the location and delivery point agreed in the Order. The Order should state who unloads, any vehicle or access restriction and arrangements for storage and protection. Please ensure that the agreed access and a person authorised to receive the goods are available.

If a delivery cannot proceed because of a matter for which you are responsible, we will contact you to rearrange it. Any storage, return transport or repeat visit charge must be reasonable, relate to the resulting cost and be disclosed or agreed. We will take reasonable steps to limit the cost. Risk and cancellation rights are addressed separately for business customers and consumers.

8 Work at your premises

For an agreed installation, provide lawful access and the site conditions, permissions and work by others stated in the Order. Tell us about known concealed services, hazardous materials, structural defects and restrictions that may affect safe work. We remain responsible for the care and skill of the installation we undertake.

If we discover unsafe conditions or necessary work outside our scope, we may stop the affected work while a safe and reasonable solution is agreed. We will explain the issue, proposed changes, price and effect on the programme. We will not charge for correcting a defect in our own work as an additional service.

The Order should identify any making good and decoration included. We will take reasonable care of your property and address damage for which we are responsible. The customer is not required to accept unfinished or defective work merely because an installation record has been signed.

9 Inspection, records and care

Please inspect the goods when reasonably practicable and tell us promptly about apparent damage, shortages or discrepancies. Record delivery damage where possible and retain useful photographs. This request does not remove rights concerning a defect discovered later or impose a shorter statutory remedy period.

We will provide the product, installation and care information agreed for the Order and information the law requires. Agree any particular certification, identification and handover requirements before placing the Order. Keep the information with the relevant property or opening records.

Products must be stored, handled, installed, finished and maintained as instructed and suited to their intended environment. Report a safety concern promptly. We are not responsible for a failure to the extent caused by an unauthorised change, unsuitable storage, misuse, work by others or a failure to follow relevant instructions. This does not excuse an original defect or our own error.

10 Warranties and remedies

Any additional commercial warranty, its provider, duration, conditions and claims route must be expressly identified in the Order. A manufacturer's commercial warranty is additional to, and does not replace, rights that apply by law.

Contact us with the Order reference, a description of the problem and any useful photographs. We may reasonably inspect the affected product and ask that it is preserved for that purpose, while recognising any urgent action needed to keep people or property safe. The applicable business and consumer remedies are set out below.

11 Drawings, information and intellectual property

Each party retains ownership of its existing drawings, designs, processes and other intellectual property. You may use information we supply for the project, installation, operation, inspection and maintenance purposes for which it is provided. Technical assessments and material owned by another person remain subject to their lawful use and distribution conditions. Nothing in this clause permits us to withhold information that the law requires us to provide.

You must have permission to provide and authorise use of a third person's design or material. We remain responsible for material we introduce. An Order must expressly identify any agreed transfer of design ownership or additional licence.

12 Events outside reasonable control

If an event outside a party's reasonable control prevents performance, that party must notify the other, explain the effect and take reasonable steps to reduce delay and loss. The parties will discuss revised arrangements. This is not a general right to increase an accepted price, retain payment for goods or work never supplied, or remove a consumer's statutory cancellation or refund rights.

If the effect is substantial or prolonged, the parties may agree to end the affected work and settle fairly for conforming goods and services supplied and any lawful commitments. Rights arising from the other party's breach remain available.

13 Complaints and communications

Send complaints to info@johnjhiggins.com or the postal address above, giving the Order reference and the outcome sought. We will investigate and aim to resolve the matter directly. When communicating a complaint outcome to a consumer, we will provide information about any relevant alternative dispute resolution or other arrangement available because we are obliged to participate by law, the consumer contract or another contractual arrangement.

We will use the contact details agreed for the Order for notices. Important changes and approvals should be recorded in writing. A formal legal notice must be served in a manner required or permitted by the applicable law or agreed contract.

Part B Business customers only

14 Business payment and construction contracts

For a supply only business Order, if no different payment arrangement is expressly agreed, payment is required before manufacture starts. Any credit facility, limit, invoice due date and

stage payment arrangement must be recorded in writing. We may charge statutory interest and compensation on a qualifying late commercial debt where the law allows.

Where construction contract legislation applies, mandatory payment, notice, adjudication and suspension provisions take priority. The Order must contain a suitable payment mechanism and final dates for payment. If a provision is omitted or inadequate, the relevant statutory scheme applies to the extent required by law. Payment is not made conditional on the customer receiving money from another person except where the law expressly permits it.

We may suspend affected future performance for an unpaid amount only after any notice required by law and otherwise after reasonable written notice explaining the amount, reason and proposed action. An honestly disputed amount must be addressed promptly; a dispute does not authorise ignoring a valid payment notice or an undisputed payment obligation.

15 Business risk and ownership

Risk passes at the agreed delivery point after any unloading we agreed to perform. If you collect, risk passes when the goods are handed over as agreed. If you appoint an independent carrier, the Order must identify the agreed transfer point. You must insure and protect goods at your risk.

Ownership of identifiable, unfixed goods remains with JJH until payment for those goods is received in full. Until then, identify and protect them, do not charge them as security and inform us of a material claim against them. Any recovery must be lawful. This clause does not authorise forced entry, removal of goods fixed into a building, interference with an occupied building's safety or action contrary to insolvency law.

16 Business defects and cancellation

Goods must meet the agreed description and applicable statutory requirements. Services must be carried out with reasonable care and skill. Give us a reasonable opportunity to inspect a reported failure and, where appropriate and lawful, repair, replace or repeat the affected work. This does not make an expressly promised remedy discretionary or remove a remedy which cannot lawfully be restricted.

If we agree cancellation of a business Order without a breach by us, the settlement may include work reasonably done, materials and commitments reasonably incurred and a reasonable net loss caused by cancellation, less costs saved and amounts reasonably recoverable through mitigation. It must not produce double recovery or a penalty. Bespoke status is not authority to charge for avoidable costs.

17 Business liability

Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, product liability which cannot lawfully be restricted, our right to sell the goods, or any other liability which the law does not allow to be excluded or limited.

Subject to that protection and any different allocation expressly agreed for an Order, our aggregate liability arising from the affected business Order is limited to the price paid or payable under that Order. We do not accept liability for indirect or consequential loss. It does not apply to consumers.

Neither party is entitled to recover the same loss twice. A party claiming loss must take reasonable steps to limit it.

Part C Consumers

18 Consumer rights take priority

This part addresses UK consumer purchases. It does not remove mandatory protection available to a consumer living elsewhere. Before a consumer order for delivery or installation outside the United Kingdom, we must confirm the appropriate local information, cancellation process and contractual arrangements. A choice of Northern Ireland law does not remove mandatory protections which applicable law gives you in your country of habitual residence.

Goods must be as described, of satisfactory quality and reasonably fit for a particular purpose where the legal conditions for that obligation are met. Services must be performed with reasonable care and skill. If goods or services fail to meet legal requirements, you have the remedies the law provides. These may include rejection, repair, replacement, repeat performance, a price reduction or a refund, depending on the circumstances. A commercial warranty or bespoke specification does not replace those rights.

The short term right to reject goods normally has a 30 day period, calculated under the statutory rules, including relevant installation requirements. Not every installation problem follows that same remedy route. Please contact us so that the appropriate remedy can be addressed. We will not require you to bear a cost which the law requires us to bear.

19 Consumer delivery, risk and payment

We will agree delivery arrangements before the contract. If no different delivery period is agreed, goods must be delivered without undue delay and within the statutory default of 30 days. Bespoke manufacturing periods should therefore be expressly agreed rather than assumed. Services without an agreed completion period must be performed within a reasonable time.

If we miss a delivery deadline, contact us. You may be entitled to set an appropriate further deadline and end the contract if it is missed, or to end it immediately in circumstances defined by law, including where an essential deadline was made clear or we refuse delivery. Any resulting refund will be made as the law requires.

Goods are at our risk until you, or a person you identify, take physical possession, except where you independently commission a carrier which we did not offer or name as a delivery option, in which case the statutory carrier rule applies. Ownership passes when the goods are delivered

or paid for in full, whichever is later, without affecting your statutory rights. Payments and any deposit are those clearly agreed before the contract. We do not apply commercial late debt charges or the business liability cap to consumers.

20 Cancellation where a statutory right applies

A contract made through an organised distance selling arrangement or away from our business premises may carry a statutory cancellation right. Not every exchange of emails is a distance contract. Ordinary purchases made on our premises have no general statutory change of mind right. Where that right applies to a sales contract, the cancellation period normally ends 14 days after the day you or your nominated recipient receive the goods, or the last goods where the statutory multiple delivery rule applies. For a service contract, it normally ends 14 days after the contract is made. We will provide the required information and cancellation form before you are bound. The law may extend the period if required information is missing.

There is an exception for goods genuinely made to your specifications or clearly personalised. It is not a blanket exception for every item described as made to order. We will identify the relevant bespoke goods before accepting your order. The exception does not remove remedies for faulty or misdescribed goods.

A contract combining goods and installation may be treated as a sales contract. Do not assume there is a separate cancellation period for its installation element. Before the contract, we will identify the contract type and explain which cancellation rights and exceptions apply. Separately agreed services must be considered on their own terms.

To exercise an applicable right, send a clear cancellation statement to the email or postal address above before the period expires. You may use Part D but do not have to. We will reimburse amounts due, including the least expensive standard delivery cost we offered, without undue delay. For a sales contract where we have not offered to collect, the refund deadline is 14 days after we receive the goods back or, if earlier, evidence of return. In other cases it is 14 days after we are informed of cancellation. We will use the original payment method without a fee unless you expressly agree otherwise.

We will tell you before the contract who bears return costs and any required estimate for goods which cannot normally be returned by post. We will collect at our cost where the law requires. Where the law permits and you have been properly informed, you must return goods without undue delay and no later than 14 days after giving your cancellation notice, and bear the direct return cost. Any deduction for diminished value must comply with law and cannot penalise inspection equivalent to what is reasonably allowed in a shop.

21 Starting a service during a cancellation period

Where a separate or applicable service has a cancellation right, we will not start during that period without your express request. For a contract made away from our business premises, that request must be on a durable medium such as a signed form or email. Part D provides wording for a separate request.

If you validly request an early start and then cancel, a proportionate charge for properly supplied work may be payable only where the statutory information and request requirements are met. The right is lost through full performance only where the law's requirements, including your express request and acknowledgement, are satisfied. A request to begin a service is not a waiver of rights concerning faulty goods or defective work.

22 Other cancellation, deposits and consumer loss

If there is no statutory right to cancel, ask us promptly about an agreed cancellation. Any amount retained or charged must be fair and reflect the actual position, including reasonable work, commitments and net loss, after allowing for savings and mitigation. A deposit is not automatically forfeited in full. We will explain the proposed calculation. Nothing permits a charge for our own breach or work we can reasonably avoid.

We are responsible for loss or damage caused by our breach or failure to use reasonable care and skill where that loss was reasonably foreseeable. The business cap and exclusion in clause 17 do not apply. Nothing restricts a consumer's statutory remedies or a liability which cannot lawfully be restricted.

23 Governing law and resolving disputes

The contract is governed by Northern Ireland law. For business Orders, the courts of Northern Ireland have exclusive jurisdiction, subject to a statutory right to adjudicate or another mandatory procedure. A different dispute procedure expressly agreed in the Order takes priority.

Consumers may bring a claim in Northern Ireland or another court available to them under applicable law. Nothing requires a consumer to give up a mandatory right to bring proceedings where they live. We will first try to resolve a complaint directly and provide applicable dispute resolution information with our complaint outcome.

Part D Consumer forms

Model cancellation form

Complete this only if you wish to exercise an applicable statutory cancellation right. It does not establish a right for an Order to which an exception applies.

To: JOHN J. HIGGINS (MAGHERAFELT) LIMITED, Unit 4, Station Road Industrial Estate, Station Road, Magherafelt, Northern Ireland, BT45 5EY. Email: info@johnjhiggins.com.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*]:

Goods or services: _____

Order reference: _____

Ordered on: _____ Received on: _____

Customer name: _____

Customer address: _____

_____

Customer signature, if submitted on paper: _____

Date: _____

[*] Delete as appropriate.

Separate request for an early start of a service

Use only where an applicable service has a cancellation period. Complete the exact service and retain this separately from general acceptance of the Order. It must not be selected in advance.

Order reference and service: _____

Requested start date: _____

I expressly request that JJH begins the service identified above before the end of my applicable cancellation period. I understand that, if I cancel after work starts, I may have to pay a proportionate amount for work supplied where the legal requirements are met.

I acknowledge that, if the service is fully performed during that period at my express request, I lose the right to cancel that service once full performance is completed where the law's requirements are satisfied. My rights regarding faulty goods and defective services remain.

Customer name: _____

Signature or express email confirmation: _____

Date: _____

Order Schedule to accompany the final approved terms

Before acceptance, record the customer identity and whether the order is business or consumer; contract type and how it is concluded; project and delivery address; exact product and document revisions; dimensions and survey responsibility; performance and supporting evidence; finish and hardware package; standalone screen or doorset configuration; installation, making good and work by others; total price, currency and taxes; deposit, stage payments, due dates and any construction payment notices; delivery and installation period; unloading and access; handover documents; any additional warranty and exclusions; bespoke goods identified individually; applicable cancellation information and return cost estimate; any separate early service request; variations agreed; and the person and date of JJH's written acceptance.

DRAFT 0.1 FOR REVIEW. Approval, insurance alignment and the consumer order process must be completed before contractual use.