

TERMS AND CONDITIONS

1. PRICE AND PAYMENT

- 1.1 Payment of the Price (inclusive of VAT if applicable or any analogous sales tax, carriage, freight, postage or insurance costs) shall be made by the Buyer in two tranches. Upon order placement a 50% deposit will be payable with the remaining 50% due prior to installation.
- 1.2 Failure to pay the balance prior to installation as detailed in Clause 1.1 will delay the installation of your shutters.
- 1.3 In the unlikely event of an unsuccessful installation we will reorder all outstanding Goods and re install as quickly as possible. We pride ourselves on our customer recovery and can assure all customers that any problems will be fixed as per our 5 year guarantee.
- 1.4 Any cancellations by the buyer after paying a deposit will result in the deposit being non-refundable. Goods measured or custom made to the buyer's requirements or specifications are not resalable by the seller. If production is completed then the buyer will be charged the full amount.

2. GOODS

- 2.1 The Seller requires written confirmation of the 'Sales Order' from the Buyer before the Goods will be manufactured. It is the Buyer's responsibility to confirm that the design details of the Goods listed in the "Sales Order" are correct.
- 2.2 Each order for Goods accepted by the Seller shall be deemed to be an individual legally binding contract between the parties.
- 2.3 The Seller cannot accept responsibility in circumstances where the Buyer relies upon a representative present at the time of installation and is not present personally. If the Buyer is not on site when a property is surveyed or when the Goods are installed the shutters will be fitted in accordance with the seller's standard practices unless previously agreed to the contrary.
- 2.4 The Goods are made from a natural material. The seller cannot guarantee precise colour matching against samples provided and some stain and paint finishes may have slight tonal differences under certain lighting conditions, this includes tinted finishes applied to the glass of your window (often found on modern double glazed windows, it is the responsibility of the customer to advise the Seller of this, as window tints are not always visible to the naked eye), these variations are not a defect on the part of Seller. In the event of custom colours, the seller will not be held responsible if the stain or paint finish is not a 100% match with other household products, although every reasonable effort will be made to ensure the accuracy of the finished product.
- 2.5 Should the Buyer accept use of our complimentary Temporary Blinds, the Buyer must ensure they are fitted to glass only. The glue used is not compatible with UPVC and wooded surfaces. Fitting and removal of the temporary blind is the responsibility of the Buyer. If the Temporary Blinds have been fitted incorrectly or have not been removed prior to the shutter installation, resulting in special visits to the site or additional work has to be carried out by the Seller's operative, the Seller reserves the right to make an extra charge, should these conditions not be fulfilled. Notification of such charges may be obtained by the Buyer at his request from the Seller.
- 2.6 Goods that are supplied for special shaped windows may have certain design constraints. Rotation of slats is restricted to an upward closing position; the opening tilt function may also be limited to around 90 degrees. Fixed slats and larger top rails may also be present. The Buyer will be supplied drawings for approval prior to manufacture. The above restrictions are not a defect on the part of the Seller.

3. DELIVERY & INSTALLATION

- 3.1 The Seller shall deliver the Goods to the Buyer at the address of the Buyer in the Purchase Order. Delivery time quoted is 8-10 weeks. This lead time commences from the day when the Buyer confirms in writing to the Seller that the order detail is correct for production. 8-10 weeks is guidance only and shall not be deemed as part of the contract with the Seller due to production and shipping delays. Claims for compensation with delays will not be accepted unless stated in writing to a customer at point of sale. Time is not the essence of the Contract between us.
- 3.2 The Buyer shall be deemed to have accepted the Goods upon their delivery or installation. Any defects in the product once installed must be notified within 30 days of delivery/installation.
- 3.3 All risk in the Goods shall pass to the Buyer upon completed installation.
- 3.4 If the Seller is unable to install the Goods due to reasons caused by the Buyer, the Seller shall be entitled at the Buyer's expense, to place the Goods in storage until such time as the Goods may be installed. Delays in transit are out of our control and compensation cannot be issued as per clause 3.1.
- 3.5 Installation of the Goods must take place within 10 weeks from the agreed date or the dates notified by the Seller as available for installation, whichever is later. During this time the Goods will be stored at no additional cost to the Buyer. Thereafter, full settlement will be due and storage charges applied.
- 3.6 The Seller shall carry out its work on a continuous basis during normal working hours and the Seller's price is fixed accordingly. If special visits have to be made to the site or work has to be carried out in an uneconomical manner if time is lost or additional expenditure incurred due to the Seller's operative being denied access to or waiting on site or having to return to the site to commence or continue work. The Seller reserves the right to make an extra charge to cover such cost. The Seller reserves the right to make an extra charge should these conditions not be fulfilled. Notification of such charges may be obtained by the Buyer at his request from the Seller.
- 3.7 The Seller shall only survey for the Goods into fully prepared window openings, (eg sills fitted and surrounds plastered). If however the Buyer

requests that the Goods are surveyed prior to the windows openings being completed, drawings will be issued to the Buyer to approve and the Buyer must ensure that the correct tolerances have been allowed. If however the Seller cannot install the Goods due to incorrect opening sizes, no tolerances allowed, openings not being of a structural sound quality disruption by other trades or obstruction. The Seller reserves the right to incur additional costs to the Buyer for re-attending site to complete works or if needs be, the remaking cost of the Goods.

- 3.8 It is the responsibility of the Buyer to remove all existing window dressings, such as curtains, blinds and existing shutters. The additional time and charges cannot be allowed for due to the differing complexity and potential remedial work required.
- 3.9 When the Seller measures the Buyer's windows the Seller takes on the responsibility of ensuring that the product will fit. Where windows, their sills and recesses are not level, the Seller's installer may need to plane the outer shutter frame to ensure the Goods can be installed level. Planing of shutters is a standard procedure and will not be accepted as a defect or error by the Seller.
- 3.10 The Seller does not offer a service to remove and replace the Goods for window maintenance or replacement. If the Buyer chooses to undertake the removal of the Goods, either themselves or by a third party the 3 year guarantee will become null and void.

4. TITLE TO GOODS

- 4.1 The Seller warrants that it has good title to the Goods and that it will transfer title in the Goods to the Buyer pursuant to Clause 4.2
- 4.2 Notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. Nothing in this Clause shall prevent the Seller from raising an action against the Buyer for payment of the Goods.

5. DAMAGE IN TRANSIT & INSTALLATION

- 5.1 Upon serving notice within 24 hours of delivery to the Seller, the Buyer shall be entitled to replacement Goods if the Seller is reasonably satisfied that the Goods have been damaged during transportation or installation.

6. GUARANTEE

- 6.1 Where the goods have been manufactured by the Seller and are found to be defective, The Seller shall repair or in its sole discretion, replace defective Goods free of charge upon the following conditions.
 - 6.1.1 The Buyer notifying the Seller of the defect within 30 days of delivery/installation,
 - 6.1.2 The defect being due to the Seller's faulty design, workmanship or materials, and
 - 6.1.3 The defect not having arisen from the Buyer's failure to comply with the Seller's oral or written instructions as to storage, installation use or maintenance of the Goods or in accordance with good trade practice.
 - 6.1.4 The Goods are made from a natural material, as such minor imperfections not readily apparent at a distance of four feet, under ordinary light will not be accepted as defects.
 - 6.15 The seller cannot guarantee the goods against fading/discolouration caused by fair wear and tear and especially as a result of exposure to sunlight where some fading will occur. The goods are not guaranteed against extreme damp or variable conditions (a high moisture environment such as window condensation).
- 6.2 All Goods supplied and installed are covered by a 5 year guarantee against later occurring defects in manufacture or installation. For example slat pin failure if the Goods are not paid for in full at time of installation this guarantee becomes null and void.
- 6.3 The Seller cannot guarantee the Goods against warping and twisting, if the Buyer chooses to order the Goods outside the manufacturing parameters as advised by the Seller's representative.

7. LIMITATION OF LIABILITY

- 7.1 Subject to the Seller's liability under Clause 4 and subject to Clause 8 the Seller shall not be liable to the Buyer for any loss (including loss of profit), costs, damages, charges or expenses incurred by the Buyer or for any loss or damage to or caused by the Goods.
- 7.2 Subject to this Clause 7 and Clause 8 all other conditions, warranties or other stipulations concerning the Goods whether express or implied by common law or under statute are excluded to the fullest extent permitted by law and, in particular but without limiting the foregoing generality the Seller grants no warranties regarding fitness for purpose, use, quality or nature of the Goods whether express or implied by statute or common law.
- 7.3 Subject to Clause 8 the liability of the Seller under this Agreement howsoever arising shall not exceed the Price.

8. GENERAL

- 8.1 Nothing in these Conditions shall be construed so as to exclude or limit the liability of the Seller for breach of the warranties contained in Clause 4 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between the Seller and the Buyer for the sale and purchase of the Goods incorporating these Conditions.
- 8.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's fraudulent misrepresentation, negligent actions or those of its employees or agents.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement shall be governed by and construed in accordance with, the law of England and the parties hereto submit to the non-exclusive Jurisdiction of the Courts of England and Wales.