

# TERMS & CONDITIONS

- 1(a) In these conditions 'the seller' means Affordable Shutters LTD and 'The Buyer' means the person, firm or company placing an order for goods or services, which are subject to these terms and conditions which are not variable except in writing signed by the seller.
- (b) These conditions of sale together with the particulars contained in the order acceptance, save where stated otherwise and any special conditions agreed by the seller in writing constitute the entire contract between the buyer and the seller.
- (c) Periods of time referred to in these conditions of sale shall be of the essence.

## Quotations

- 2(a) All quotations by the seller represent an invitation to the buyer to place an order and do not constitute a legal offer. The sales order confirmation will be regarded as the offer and the seller's order acceptance will be regarded as binding. No alternative terms and conditions will be considered or accepted by the seller. Trade prices will only be quoted if a proof of business is given.
- (b) All prices are quoted without commitment and are subject to alteration or withdrawal by the seller without prior notice. Orders can only be accepted on condition that the prices charged are those ruling at the date of dispatch unless the seller specifically agrees in writing to engage a fixed price contract.

## Delivery

- 3(a) Delivery times stated are estimates only and time is not of the essence. Whilst every effort is made to ensure due performance, the seller cannot accept responsibility for damages or consequential loss or damage arising out of delay or failure to deliver by the specified date.
- (b) Orders that are sent by post either at the customers' request or at the discretion of the seller are dispatched entirely at the customers risk. The seller cannot accept responsibility should the Post Office or any other delivery service lose or delay a delivery.
- (c) The buyer shall provide at its own expense adequate assistance for unloading goods at their place of delivery within a reasonable time from the arrival of the delivery vehicle. In the event of default the buyer shall be liable for the additional cost of delivery or re-delivery thereby occasioned.
- (d) If a buyer fails to take delivery of the goods or any part of them on the due date for any reason whatsoever the seller will be entitled to charge for re-delivery and upon notice to the buyer delivery will be deemed to have taken place and the buyer will pay to the seller all costs and expenses including storage and insurance charges. Any delay or failure to deliver by the seller will not entitle the buyer to refuse delivery or to repudiate the contract and the full price will be payable to the seller without deduction.
- (e) Non delivery or damage pilferage in transit must be reported in writing to the seller within 5 days of receipt of invoice or advise of dispatch. Where goods are collected from the seller by the buyer or a third party nominated by the buyer the risk in the goods passes to the buyer upon delivery to the buyer or such third party. Thereupon all liability of the seller in the goods for loss or destruction, breakages, shortages or non-delivery shall cease.
- (f) The address for delivery shall be the buyer's address as stated on the order unless otherwise agreed between the parties in writing.
- (g) Once the goods are delivered and signed for either in good condition or unchecked, the seller cannot accept responsibility for any damage to said property.

## Retention of Title

- 4(a) The goods shall remain the property of the seller until full payment has been received (each order being considered as a whole) or until prior resale in which case the beneficial and legal requirement of the seller shall attach to the proceeds of the resale or to the claim on those proceeds.
- (b) Upon taking possession of the goods the buyer shall be a bailee of the goods for the seller until title has passed to the buyer and shall store the goods upon its premises separately from its own goods, and shall clearly mark its goods, so that they are clearly identifiable as the goods of the seller.
- (c) The buyer's right to possession of the goods will cease at the earliest of the following date:
- On expiration of any agreed period of credit, or the due date for payment of any invoice has passed.
  - If Being an individual he commits an act of bankruptcy or makes a proposal to his creditors or does anything which would entitle a petition for a bankruptcy order to be made, or the seller believes on reasonable grounds that the same is likely to occur.
  - If being a company it goes into liquidation or does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or to apply for an Administration Order, or the seller believes on reasonable grounds that the same is likely to occur.
  - If the buyer does or fails to do anything which may in any way imperil the title of the seller to the goods.
- (d) The seller will have the right if paragraphs (a) (b) or (c) apply
- To repossess the goods
  - To use or sell all or any of the goods
  - To enter any premises of the buyer for the aforesaid purposes.

## Carriage and Packing Charge

- 5(a) Mainland there is a charge on all orders for goods. Current charges can be found in the seller's most recent newsletter and or a price list. Exceptions are single packages of hardware and samples colours which will be forwarded to the buyer by the seller at the request of the buyer by first class post to be charged at cost if agreed. It should be noted that the liability for such dispatches is held with the buyer. The seller will be responsible only for deliveries made to business addresses by our approved carrier. Prices are subject to VAT.

## Minimum order

- 6(a) There is no minimum order

## Payment Terms

- 7 (a) All goods must be paid for prior to delivery or on completion of installation as agreed.
- (b) If payment is not made by the due date, interest will be charged thereon at a rate of 2.5% per month above the base rate of Lloyds TSB Bank PLC for the time being on a day to day basis.
- (c) If an account becomes overdue, orders will be suspended until the account is brought up to date. The seller reserves the right (without prejudice to any right to damages or other remedy available) to withhold further delivery to the buyer until payment in full, including any interest due, is made.
- (d) All orders are subject to a 50% deposit of the total order value, except for supply only. This is payable in full at time of order.

## Trading Terms

- 8(a) The company reserves the right to close existing accounts or refuse to open new accounts without being required to give notice or reasons. An account which has been dormant for a period of six months will be automatically closed, however, facilities to purchase products or a proforma basis may be offered at the company's discretion.
- (b) The Buyer acknowledges the position of the seller as the supplier of the products having a high reputation and premium brand image, and will ensure that the products are resold and presented for resale in a manner which maintains and enhances that reputation.
- (c) No one involved in the operation of the account should be directly or indirectly engaged, concerned or interested in any way in the business of supplying Affordable Shutters LTD products by mail order from the approved premises or from any other location.

## Returns

- 9 (a) Any defective goods must be returned within 7 days being delivered/installed.

## Liability

10. All goods are sold to the buyer on the following conditions and the buyer must ensure that the following conditions are incorporated into any contract with their own customer. The seller does not accept any responsibility arising from the buyer's failure to follow this condition.
- (a) All goods should be fully inspected prior to installation. The buyer must check that the shutters and blinds are in accordance with the purchase order both for colour and design prior to installation. The seller cannot accept responsibility in circumstances where the buyer is not present at the delivery/installation address.
- (b) The buyer must check that shutters and blinds are to colour sample prior to installation. The seller cannot guarantee precise colour matching against samples, our products are made from natural material. Minor imperfections not readily apparent at a distance of four feet under ordinary light will not be accepted as defects. Colour matching of finishing products e.g. paints and stains, cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.
- (c) The seller cannot guarantee the goods against fading especially as a result of exposure to sunlight where fading will occur. Our goods are not against extreme damp or variable conditions.
- (d) The seller reserves the right to withdraw any products and colours at any time without prior notice and cannot be held responsible for any consequences, caused by the withdrawal of such products.
- (e) Under no circumstances, except in respect of death of personal injury caused by the seller's negligence does the seller accept liability for consequential loss, damage costs or expenses, howsoever arising and any liability for any consequential loss damage is hereby specifically excluded. Should a claim be made the seller's liability is limited to value of funds received by the buyer.
- (f) The seller gives no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by the company, other installation and uses are the risk of the buyer
- (g) Tolerance levels of overall panel specifications are plus or minus 2mm, and the product will not be considered defective if falling within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.
- (h) Limitations. It is recommended that panels be ordered within our normal specification range. For example, that panels above 1100mm in height are ordered with a divider rail, and that panel widths do not exceed 550mm. We may exceed limitations at your request, but in doing so we cannot accept responsibility for problems that result.
- (i) If the client is not on site when property surveyed or installed the shutters will be fitted in accordance to our standard practices unless agreed prior to confirmation. If they chose to install against our recommendation then liability will be theirs.
- (j) If installers are paid by the client directly the seller cannot accept liability for any damage. The foregoing is in substitution for all other terms, express or implied relating to the quality or fitness for purpose, and all such terms are hereby excluded. This does not, however, effect the consumer's statutory rights.
12. The buyer is responsible for all choices that are made at time of survey. Once an order has been placed design options, products, colours etc can not be changed. Unless at the cost to the buyer.

## Jurisdiction

13. Contracts with the seller shall in all respects to be constructed and operate as a contract made in England. The Buyer and the seller hereby accept the exclusive jurisdiction of the English or European Courts in relation to any dispute which may arise out of or in connection with the contract for the goods supplied thereunder save that either party to the contract may refer any dispute thereunder to the arbitration of the London Chamber of Commerce.