

ALSO WTH OFFICES IN BATH SOMERSET

Sunday, 19 March 2017

Seek Perfection: excellence is a compromise

1 Shutter Perfection's Terms and Conditions - The T&C's

(a) In these conditions 'the seller' means Shutter Perfection Ltd and 'the buyer' means the person, firm or company placing an order for goods or services with that seller. These goods and services 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 and payments referred to in these conditions of sale shall be of the essence of the contract.

2 Proposals

(a) All estimates supplied by the seller represent an invitation to the buyer to place an order and do not constitute a legal offer. The sales order confirmation shall 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 a bona fide 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.

3 Delivery

(a) Delivery times are a notional five to six weeks and are stated as estimates only and time is not of the essence or binding. 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 redelivery 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 redelivery 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 3 days of receipt of invoice or advice 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, breakage's, 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.

4 Retention of Title

(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 entitlement 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:

i. on expiration of any agreed period of credit, or the due date for payment of any invoice has passed

ii. 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.

iii. 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.

iv. 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:

i. To repossess the goods

ii. To use or sell all or any of the goods

iii. To enter any premises of the buyer for the aforesaid purposes.

5 Carriage and Packing Charges

(a). Mainland: There is a charge on all orders for goods unless installation is being carried out by Shutter Perfection. Current charges can be found in the seller's most recent price list. Exceptions are single packages of hardware and sample 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.

(b) Northern Ireland/Isle of Man, Channel Islands and European deliveries shall be made by post or by courier at cost.

6 Samples

(a) Free of charge stain samples can be supplied to the buyer. Sample shutters can be supplied and invoiced at charges specified in the sellers price list or current newsletter if not returned within 1 month of dispatch.

7 Minimum Order

(a) There is no minimum order. There is no fitting charge.

8 Payment Terms

(a) Unless the seller has approved a credit application evidenced in writing, all goods must be paid for prior to delivery or on completion of installation as agreed. Credit terms are that payment be made by the end of the month following date of invoice.

(b) If payment is not made by the due date interest shall be charged thereon at a rate of 2.5% per month above the base rate of Natwest 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.

(e) Failure to pay to terms, particularly with regard to the second sales order will void our standard or extended warranty and the goods revert to your statutory minimum prevailing at time of supply in all manners.

9 Trading Terms

(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 on a pro forma basis may be offered at the companies 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 Shutter Perfection products by mail order from the approved premises or from any other location.

10 Returns

(a) Any defective goods must be returned to Shutter Perfection within 7 days of being delivered or installed.

(b) All shutters, frames and battens are put through an 18 point quality control checking system. Once checked, they are photographed with high resolution digital equipment before being packaged. Packages are then photographed as they are unloaded from the shipping container if they show any signs of damage.

Please bear this all in mind when making a claim with regard to a damaged shutter, frame or batten. Shutters are very easy to damage on site, and we will not replace or refund damaged goods unless you can prove that they arrived in this state. Please do not sign for damaged boxes until you approve and take responsibility for the content having been checked.

11 Liability

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 are to colour sample prior to installation. The seller cannot guarantee precise colour matching against samples, our products are made from a 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) Carolina and Larchwood shutters with a Paint Finish come with a 3-year limited warranty on colour fastness of paints. Carolina and Larchwood stained shutters and MDF shutters have a 3-year limited warranty on colour fastness of stained or painted products. Our wood based goods are not guaranteed against extreme damp or variable conditions. We are unable to warrant any colour fastness whatsoever, however experience indicates extreme levels of fastness are available from modern finishing systems, particularly whites. Blackout fabrics colour fastness is not warranted, nor does the lifetime warranty apply to that or its parts. blackout blinds have a three year warranty and this cannot be extended.

(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 or personal injury caused by the sellers negligence does the seller accept liability for consequential loss, damage costs or expenses, howsoever arising and any liability for any such 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 2 mm, 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 1 mm per 300 mm 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 1800 mm in height are ordered with a mid or divider rail, and that panel widths do not exceed 550 mm. We may exceed the limitation at your request, but in doing so we cannot accept responsibility for problems that result and all warranties are waived as the goods are out of specification.

(i) If the client is not on site when property is 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 third party installers are contracted by and paid by the clients directly the seller cannot accept liability for any damage or faults arising from installation. 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, affect the consumer's statutory rights.

(h) This warranty is exclusive and in lieu of all other obligations, liabilities or warranties. In no event shall Shutter Perfection be liable for incidental or consequential damages, or for any expense associated with such damages. Repair or remakes of defective products is the sole remedy under this warranty and in no event shall Shutter Perfection be liable for costs to remove and/or reinstall a product that they have not originally fitted.

(i) This warranty does not cover any condition of or damage to the shutter or window, from unauthorised repairs, accidents, alterations, misuse, abuse, act of God, motorised devices, wear and tear or failure to follow our instructions with respect to measurement, installations, cleaning or maintenance. Improper, inappropriate or unauthorised replacement parts, repairs or maintenance voids this warranty. Due to manufacturing there are natural variations in colour, grain and texture in these products, Shutter Perfection is not able to guarantee exact matches to samples, nor are they able to guarantee exact matches on subsequent orders.

(j) All other warranties, both express and implied, are expressly disclaimed. This warranty excludes all liability for consequential or incidental damages for any cause whatsoever.

(K) Motorised units and their parts are not covered under our warranty save the offer of two years on the motors units and remote handsets, batteries are consumables and not warranted

12 Specification

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. cannot be changed save at the full burden cost to the buyer.

13 Jurisdiction

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 tribunal of arbitration of the London Chamber of Commerce

14 Credit

We are not a credit agency, however from time to time we may be in a position to offer credit from third parties, in all matters thus reacting you must be aware we are a conduit for information and cannot make guarantees or offers on the third party's behalf. The granting of credit is a matter for you and they, we can only act in an introductory capacity and thus make no binding offers on their behalf.

15 Warranty

(a) Without prejudice to the subsequent provisions of this Clause no warranty conditions or representation express or implied as to description condition quality or suitability of any goods hereby sold (whether collateral to the contract or otherwise) is given by Shutter Perfection Ltd or deemed to be or have been given or implied and any statutory or other warranty condition or representation whether express or implied and whether collateral to the contract or otherwise is hereby excluded and extinguished.

(b) Shutter Perfection Ltd accept no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to the customer the employees or agents of any customer or third parties which may arise after delivery of the goods.

(c) Shutter Perfection Ltd at its absolute discretion may put right, furnish a replacement or accept return of any goods which under proper usage proves unserviceable owing to defective workmanship therein within 7 working days after delivery of the goods provided that the defect is reported to Shutter Perfection Ltd in writing immediately it is discovered by the customer. Where Shutter Perfection Ltd adopts to accept return of the goods Shutter Perfection Ltd will refund the purchase price in full upon the safe receipt of the goods and in good condition at its premises whereupon the customer shall have no further claim against Shutter Perfection Ltd.

(d) Shutter Perfection Ltd would strongly recommend that all goods be checked upon receipt and signed for "as damaged" where possible. We must be notified in writing by 12 noon the day following receipt. All notification of damage within the time limit will be repaired/replaced at Shutter Perfection Ltd's expense. Outside this time limit however we are unable to accept responsibility for goods damaged.

(e) Shutter Perfection Ltd cannot guarantee precise colour matching against samples. The products are made from a 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.

(f) Shutter Perfection Ltd cannot guarantee the goods against fading especially as a result of exposure to sunlight where some fading will occur. The goods are not guaranteed against extreme damp or variable conditions.

(g) Shutter Perfection Ltd reserves the right to withdraw any products and colours at any time including after accepting an order without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.

(h) Shutter Perfection Ltd gives no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing. Other installation positions and uses are undertaken at the risk of the buyer.

(i) 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 1.6 mm per 300mm and shall not be considered defective if within this tolerance. Warpage must be reported within 2 years of installation for consideration of warranty

(j) It is recommended that panels be ordered within Shutter Perfection Ltd's normal specification range. For example, panels above 1800mm in height are ordered with a divider rail, and that single panel widths do not exceed 890mm for wood panels and 750mm for MDF, double hung panels shall not exceed 550mm. The maximum panel length shall not exceed 3000mm. Shutter Perfection Ltd may exceed the limitation at the buyer's request, but in doing so Shutter Perfection Ltd cannot accept responsibility for problems that result.

- (k) If the buyer chooses to install against Shutter Perfection Ltd's recommendation Shutter Perfection Ltd accepts no liability for the installation or the goods and any guarantee or warranty is thereby invalidated.
- (l) Where the order is based on measurements supplied by the buyer Shutter Perfection Ltd cannot accept the return of the goods or any claim for compensation by reason only of the measurements given being incorrect.
- (m) Where tracking is used the buyer accepts that there is a gap of not more than 20mm at the bottom of the shutter and the floor or sill due to the Jam Bracket that is used. There is also a small light gap between the top of the panel and the fascia plate.
- (n) The buyer accepts that the buyers customer's openings are not perfectly square and level, that shutters are made as "square and true" and may need adjustment to fit the openings.
- (o) The buyer accepts that Shutter Perfection Ltd's products are custom made from wood or compounds of wood and may have slight imperfections such as grain, indentations or slight marks from the manufacturing process and that these maybe be filled. This is normal practice with wood products. A flaw or visual fault is not deemed a manufacturing defect if it cannot be seen from 1.6M distance with normal eye sight.
- (p) Installation is undertaken with the utmost care and Shutter Perfection Ltd carry public liability insurance. We warrant our installation integrity for 12 months, we will consider all complaints about installation after this time but consideration will be made for fair wear and tear and abuse of the product. All rework after 12 months is undertaken at our discretion and repairs may be invoice-able.
- (q) In respect of warranty we again draw your attention to point to 8 (e) Failure to pay to terms, particularly with regard to the second sales order will void our standard or extended warranty and the goods revert to your statutory minimum prevailing at time of supply in all manners.