

## Terms and Conditions of Sale of Shutterly Fabulous UK Ltd.



The following terms and conditions ("the Conditions") are the terms on which Shutterly Fabulous Ltd sells products and supersedes all other terms and conditions relating to the subject matter of these Conditions:

### **1 PRICE AND PAYMENT**

- 1.1 The price (exclusive of VAT, if applicable, or any analogous sales tax, carriage, freight, postage or insurance costs) for the Goods ("the Price") shall be the price as stated on the list maintained by the Seller detailing prices of the Goods as amended by the Seller from time to time, or such other price as the parties may agree in writing.
- 1.2 Payment of the Price shall be made by the Buyer, in two tranches. Upon order placement a 50% deposit will be payable, with the remaining 50% payable upon installation of goods. Once SF has fulfilled its obligations in connection with its undertakings, full settlement will be due. Balances remaining unsettled after 7 days will be subject to a late charge of £25, if after 14 days of completion and no payment has been received SF have the right to charge daily interest of 2% above base rate until settlement of the account is received. Any additional costs including court or debt recovery in recovering outstanding debts will be added to the final balance.
- 1.3 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 All Goods shall be required to conform to the specification in the order for Goods by the Buyer as accepted by the Seller's acknowledgement ("the Purchase Order"). Any measurements detailed and supplied by the customer will represent the finished measurements of the product and any discrepancies in measurement are the liability of the customer.
- 2.2 Any order for Goods sent by the Buyer to the Seller shall only be accepted by means of the Seller's standard acknowledgement form and shall be deemed to be accepted subject to the Conditions contained herein.
- 2.3 Each order for Goods accepted by the Seller shall be deemed to be an individual legally binding contract between the parties
- 2.4 All Goods should be fully inspected prior to installation. The Buyer must check that the shutters 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 relies upon a representative present at the time of delivery and/or installation and is not present personally. If the client 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
- 2.5 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, these variations are not a defect on the part of SF. In the event of custom colours, SF 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.
- 2.6 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.

### **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 times quoted of 7 to 8 weeks are a guidance only and shall not be deemed as part of the contract with SF 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.
- 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 7 days of delivery/installation.
- 3.3 All risk in the Goods shall pass to the Buyer upon delivery
- 3.4 If the Seller is unable to deliver the Goods for reasons outside its control, the Seller shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered. 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 8 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.
- 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 install the Goods into fully prepared openings that have the correct tolerances 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 When we measure your windows we take 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.

### **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.

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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 giving notice of the defect within 7 days of the defect coming to the Buyer's attention;

6.1.2 Such notice being served within 90 days of delivery;

6.1.3 The defect being due to the Seller's faulty design, workmanship or materials; and

6.1.4 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.

6.1.5 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.

6.1.6 The seller cannot guarantee the goods 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 3 year guarantee against defects in manufacture or installation. If the Goods are not paid for in full at time of installation then this guarantee becomes null and void.

## 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 English Courts.

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