

Terms & Conditions of sale. 2011.

The Terms and Conditions set out below shall apply without variation to every Contract entered into by the Company for the sale of goods unless the Company thereto expressly agrees a variation to in writing. These Terms and Conditions shall apply notwithstanding any inconsistency between them and the Terms and Conditions of any form of Contract sent by the customer to the Company.

1. **Definitions:** In these terms and conditions the following words will have the following meanings:

“Company”	Means Blindshapers Ltd
“Goods”	Means finished or semi-finished blinds either vertical or venetian or any goods in addition thereto.
“Contract”	Means an agreement between the Company and the Customer for the sale of Goods of which these terms and conditions shall form part.
“Customer”	Means the individual firm, partnership, company or other body howsoever constituted, acting as the buyer of goods to be supplied either directly or indirectly by the Company. In the event of the Customer, being a firm, partnership, Company or other body ceasing to trade, going into voluntary liquidation or bankruptcy, the individual Directors or owners of the Company undertake to become personally liable for any monies owing to the Company.

2. **Contract:**

- (1) Any order made by the Customer, whether or not a quotation has been given, is subject to acceptance by the Company. A Contract will only be formed when the Company has accepted the Customer's offer to buy in writing of a completed order form, and if required prepayment in full or deposit received.
- (2) All quotations are made and all orders are accepted subject to these Terms and Conditions alone which exclude any other terms and conditions inconsistent therewith which a Customer might seek to impose.
- (3) Subsequent to the Customer placing the order and being accepted, should the Customer's buyer then cancel this order, any work or materials used will be charged for. **It should also be noted that the 7-day cooling off period does not apply between businesses.**

3. **Prices:**

- (1) The prices quoted exclude delivery and VAT. This tax will be charged on all at the rate applicable at the time of delivery.
- (2) All quotations lapse after 30 days. All quotations are an illustrative estimate only and the price charged will be our price current at the time of delivery. At any time before delivery we may adjust prices to reflect any increases in our costs of supplying the goods.
- (3) The price of the goods unless otherwise agreed is as stated in any acknowledgement of order or if there is no such acknowledgement the price shall be as per the price list current at the date of delivery of the goods to the customer. The Company shall not be responsible for the customers possession of an up to date price list, but will provide them on request.

4. **Terms of payment:**

- (1) Unless otherwise agreed in writing all sums become due and payable in accordance with the Contract under these Terms and Conditions no later than 30 days from the date of invoice. In the event of any default by the Customer in making payment by the due date, all other sums of monies payable to the Company under all other contracts, whether due for payment or not shall immediately become payable.**
- (2) The Company reserves the right to charge interest at 2% per month over Lloyds Bank plc base rate applying at that time on all overdue accounts such as interest being deemed to accrue on a day to day basis from the date due for payment.**
- (3) The Company reserves the right at anytime and at it's discretion to demand payment before continuing with or delivering any order.**
- (4) The customer may not withhold payment of any invoice or other amount due to the Company by reason of any set off or counterclaim which he customer may have or allege to have for any reason whatsoever.**
- (5) In the event of any default by the Customer in making payment within 60 days from the date of invoice, to the Company, the Customer shall then also be liable to pay, on a solicitor and own client basis, all legal costs and disbursements incurred from such a date by the Company in seeking to recover overdue accounts or any part thereof, such costs either to be added to the Customers running account balance or to be paid within 30 days of notification by the Company.**

5. **Delivery, Risk and Title to goods:**

- (1) The Company will make every endeavour to adhere to any delivery date specified in the Contract, but does not guarantee that any goods will be delivered by such date. The Company shall not be liable for any loss or damage of any kind and however arising by any reason of any failure on the part of the Company to deliver on such stated date. The customer shall not be entitled to refuse delivery on account of any delays.
- (2) The time for despatch or delivery may be extended by a period of time if there is a delay caused by lack of instructions or information from the customer. Proforma account holders orders will not be despatched until payment in full has been received in the Company's Bank account.
- (3) The Company shall not be liable for any loss or damage on delivered orders unless informed within 48 hours of delivery, and will enable the Company to comply with the Carriers conditions of carriage affecting such loss or damage in transit.
- (4) Risk in the goods shall pass to the customer when the goods are delivered, or deemed to be delivered to the Customer or its agent, and so long as the legal ownership of the goods remains with the Company, the Customer shall insure the goods to the full price against all risks.
- (5) At any time when the Company has title to the goods it may by notice request delivery up of the goods. If the Customer fails to do so the Company or its agents may enter upon any premises owned, occupied or controlled by the Customer where the goods are sited and repossess the goods.

6. **Defects and Liability**

- (1) Defective products will be rectified at the Company's discretion at no cost to the Customer. These must be reported to the Company, in writing, with as full details as soon as possible, as per our Terms & Conditions. However the Company will not be held liable for any out of pocket expenses (such as fitters charges) incurred owing to the defect. Any attempt by Customers or third party to alter or repair products themselves without the agreement of an authorised representative of the Company will make the guarantee null and void. If the Company has to manufacture a replacement product as a result, this will be charged at the full invoice price.

(2) Goods supplied are guaranteed for a period of one year from the date of invoice subject to having been installed correctly and proper usage. The Company will not be held responsible for any damage caused whatsoever as a result of improper installation or incorrect use of the supplied product.

(3) We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

We strongly recommend that Customers do not pre-arrange installations until after the receipt of the goods. The Company will not be held responsible for and expenses incurred as a result of late or non-delivery. Nor will the Company be held responsible for any loss due to damage to goods caused by any carrier.

The Company cannot be held responsible for any mis-measurements or incorrect manufacturing instructions given by the Customer. Should the Customer require the Company to manufacture a replacement this will be charged at full invoice price.

7. **Return of goods**

We will accept the return of goods only if there is a defect in their manufacture. If the product is found to be as per the Customer's order and not faulty then carriage charges will be levied for the collection and return as applicable.

8. **Force Majeure**

If we are unable to perform any of our obligations to you (or only able to at an unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you without liability.



Blindshapers Ltd.,

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E.mail: info@blindshapers.com Website: www.blindshapers.com

Account Application Form.

Company /Trading Name:

Address:

Postcode:

Telephone: **Fax:**

E.mail

If Ltd Company, LLP or partnership please give the full names and addresses of all Officers, Partners and Directors.

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Bank Account details: **Sort Code:**

Account No:.....

Trade References (3 please):
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.....

Telephone/fax no.s
.....

Estimated Monthly purchases: £.....

I/We hereby request you to open a Trading Account and agree that all payment of accounts will be subject to your stated terms.

I/We appreciate that adherence to this obligation is the essence of the Contract between us, The standard Terms and Conditions of Sale apply, copy of which is attached to this Application form which have been read and understood.

On behalf of the above named Company I/We apply for trading account facilities and I/We personally guarantee payment of all outstanding debts should the business cease to trade.

Signed:

Position:.....

Print Name:.....

Date:.....

Signed:

Position:

Print Name:

Date: