

TERMS & CONDITIONS

1(a) In these conditions 'the seller' means **The Capella Shutter Company** 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 unless otherwise stated.

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

(b) All quotations are valid for a period of 30 days.

(c) 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) Any damage to the shutters at the time of installation will be re-ordered at the same speed as the original order (i.e. if the order was placed with standard delivery the replacement will not come by airfreight).

(c) Any CAD drawings required for the shutter design will increase the delivery time by at least a week. This also applies to custom colours & stains.

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 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.

Design

5(a) Please note that most windows are not square or level, however the plantation shutters are always made as perfect rectangles. The resulting gaps are not a fault with the plantation shutter. We will endeavour to address these gaps with either flexible decorating filler or thin wooden trims. We do not offer shaped or tapered battens to resolve these issues as standard. Any filler used may fade over time.

Payment Terms

6(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 shall be charged thereon at a rate of 2.5% per month above the base rate of Lloyds TBS Bank PLC for the time being on a day to day basis.

(c) 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.

Guarantee

7(a) Shutters are guaranteed for three years against warping, cracking, splitting and shrinkage providing shutters have been used in normal conditions.

Liability

8(a) The seller cannot guarantee precise colour matching against samples; our products are made from natural materials, except for PVC shutters. 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.

(b) The seller cannot guarantee the goods against fading especially as a result of exposure to sunlight where fading will occur. Our solid hardwood shutters are not guaranteed against extreme damp or variable conditions.

(c) 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.

(d) Under no circumstances, except in respect of death or 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 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.

(e) 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.

(f) Tolerance levels of overall panel specifications are plus or minus 3mm, 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.

(g) Limitations. It is recommended that panels be ordered within our normal specification range. For example, panels above 1800mm in height are ordered with a divider rail, and that panel widths do not exceed 550mm. We may exceed the limitation at your request, but in doing so we cannot accept responsibility for problems that result.

(h) 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 in writing prior to confirmation.

(i) Modifications, amendments & cancellations to the order after confirmation can only be made with our written agreement, without which the buyer accepts full liability for the cost of the order under these conditions.

Jurisdiction

9. Contracts with the seller shall in all respects to be constructed and operate as a contract made in England. They 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.