

Terms and Conditions

The following terms and conditions (“the Conditions”) are the terms under which Oh So Shutters Limited sells products:

1. PRICE AND PAYMENT

1.1 Payment of the Price (inclusive of VAT, if applicable and any related carriage, freight, postage or insurance costs) shall be made by the Buyer, in three parts.

To begin your order you will be asked to pay 50% of the overall cost. Followed by 40% two days before the agreed Installation Date* then the remaining 10% upon completion.

* Please note that if you delay in making the second paying of 40% your installation date may be given to someone else.

1.2 In the unlikely event of an unsuccessful installation, we will re order all outstanding Goods and install as quickly as possible.

1.3 Any cancellation by the buyer after paying a deposit will result in the deposit being non-refundable. All products are custom made to the buyer’s requirements or specifications are not resalable by the seller. If production of the Goods has commenced then the buyer will be charged the full amount.

1.4 If final payment is not made without valid or reasonable reason, then Oh So Shutters Ltd reserves the right to add an additional 8% fee onto the outstanding 10% and may pass the debt onto a third party agency for collection.

2. GOODS

2.1 The Seller requires written confirmation of the “Sales Order” from the Buyer before the Goods will be manufactured. It is the Buyers responsibility to confirm that the design details of the Goods listed in the “Sales Order” are correct.

2.2 Each order for Goods accepted by the Seller shall be deemed to be an individual legally binding contract between the parties

2.3 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, these variations are not a defect on the part of Seller. In the event of custom colours, whilst every reasonable effort will be made to ensure the accuracy of the finished product, the seller will not be held responsible if the stain or paint finish is not a 100% match.

2.4 Shutters which are supplied for special shaped windows have certain design constraints. Movement of slats may be restricted and may tilt only to an angle of around 90 degrees. Fixed slats and larger top rails may also be present. For special shapes, prior to manufacture, the buyer will be supplied with drawings for approval. The above constraints are not a defect on the part of 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 time quoted is 12 – 15 weeks, this lead time commences from the date the Buyer confirms in writing to the Seller that the details of the order are correct and

production can begin. The delivery time of 12 - 15 weeks is for guidance only and shall not be deemed as part of the contract with the Seller due to the possibility of production and shipping delays outside of the Sellers control. Claims for compensation due to delays cannot be accepted. Time is not the essence of the Contract between us.

3.2 The Buyer shall be deemed to have accepted the Goods on their installation. Any defects with the product once installed must be notified within 14 days of installation.

3.3 All risk in the Goods shall pass to the Buyer upon completed installation.

3.4 Installation of the Goods must take place within 8 weeks of the date notified by the Seller as their being available for installation. During this time the Goods will be stored at no additional cost to the Buyer. Thereafter, full settlement will be due and storage charges applied.

3.5 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 the cost of these eventualities. Notification of such charges may be obtained by the Buyer at his request from the Seller.

3.6 The Seller shall only survey fully prepared window openings (eg sills fitted and surrounds plastered) for the Goods to be installed into. If however the Buyer requests that the survey for the Goods is carried out prior to the window openings being completed, drawings will be issued to the Buyer to approve and it is the responsibility of the Buyer to ensure that the correct tolerances have been allowed. If 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 of the windows, 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.

3.7 When the Seller measures the Buyers windows the Seller takes 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. This 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.

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. Claims for compensation due to transit damage cannot be accepted.

5.2. If the buyer has to cancel a installation of the goods less than 24 hours before agreed date , the buyer will have to cover the £250 fitting plus vat

5.3 If buyer requires another visit because some windows are not ready , the buyer will have be charged an extra installation fee of £250 plus vat

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 notifying the Seller of the defect within 14 days of delivery/installation.

6.1.2 The defect being due to the Seller's faulty design, workmanship or materials.

6.2 The Goods are made from a natural material, as such minor imperfections not readily apparent at a distance of 1 metre, under ordinary light will not be accepted as defects.

6.3 The seller cannot guarantee the Goods against fading/discoloration caused by fair wear and tear and especially as a result of exposure to sunlight where some fading will occur. The Goods (except for the Sellers Waterproof range) are not guaranteed against extreme damp or variable conditions (including a high moisture environment such as window condensation).

6.4 All Goods supplied and installed are covered by a 5 year guarantee against later occurring 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.

6.5 The Seller cannot guarantee the Goods against warping and twisting if the Buyer chooses to order the Goods outside the manufacturing parameters as advised by the Seller's representative.

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 Courts of England and Wales