



Don Smith Blinds Ltd  
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## ORDER CONFIRMATION

<b>Order No.</b>
DS21495
<b>Account Number</b>
B38 - PRO FORMA
<b>Order Date</b>
12-08-2022
<b>Cust. Reference</b>
Pat Booth 3068

<b>Invoice To</b>	Blinds Expert 1 MOOR VALLEY CLOSE MOSBOROUGH SHEFFIELD SOUTH YORKSHIRE S20 5DZ
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<b>Deliver To</b>	Blinds Expert 1 MOOR VALLEY CLOSE MOSBOROUGH SHEFFIELD SOUTH YORKSHIRE S20 5DZ
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Item	Qty	Description	Each	VAT	Total
Survey, Manufacture & Fit Service	1	Location: Less than 100 miles, Operation: Manual Up to 16 blinds	350.00	70.00	420.00
Pleated Motorisation	2	Blind Number/Ref: 1-2, Application: P.Fit International (Bottom Up Gable), Motorisation: 12v Tilt and Lift 25 RTS (Roof)	109.68	43.87	263.22
Handsets Motorisation	1	Application: P.Fit International (Gable), Blind No/Ref: 1-2, Handsets: Situo 1 RTS Pure II (White), Operation Notes: Please tell us below which blind/s to pair to each channel	21.14	4.23	25.37
Power Supplies Motorisation	1	Application: P.Fit International (Gable), Power Supplies: External Li-Ion Charger Plug UK (T&L 25)	5.99	1.20	7.19
Power Supplies Motorisation	2	Application: P.Fit International (Gable), Power Supplies: External Li-Ion Battery Pack (T&L 25)	27.99	11.20	67.18
P.Fit International Freehanging (Gable)	1	Room / Blind Number: 1, Operation: Motorised, Blind Shape: D, Frame Colour: White Frame, Width: 1315 mm, Drop: 771 mm, Fabric: TRIBECA B/O, Colours: STEEL, Fabric Price Band: Band C Honeycomb Pleat, Fitting Location: Flush (fitted into window bead (with clips)), Roof Base Fitting: Flush, Brackets: Flush	322.24	64.45	386.69
P.Fit International Freehanging (Gable)	1	Room / Blind Number: 2, Operation: Motorised, Blind Shape: D, Frame Colour: White Frame, Width: 1315 mm, Drop: 771 mm, Fabric: TRIBECA B/O, Colours: STEEL, Fabric Price Band: Band C Honeycomb Pleat, Fitting Location: Flush (fitted into window bead (with clips)), Roof Base Fitting: Flush, Brackets: Flush	322.24	64.45	386.69

For direct payment to Nat West Bank Account  
 A/C 35122404 Sort Code: 56-00-60  
 Please provide quote/invoice number on all payments.

**Subtotal:** £1,296.94  
**VAT:** £259.40  
**Payments:** £420.00  
**Total:** £1,136.34

## Terms and Conditions:

Terms and Conditions Interpretation 1. In these Conditions, the following words shall have the following meanings: "Buyer" means the person(s), firm or company who purchases the Goods from the Seller. "Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions. "Goods" means any Goods agreed in the contract to be supplied to the Buyer by the Seller. "Seller" means Don Smith Blinds Ltd having its registered office at 4 Rothersthorpe Avenue, Northampton NN4 8JH. 1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at that relevant time. 1.3 The headings in these conditions are for convenience only and shall not affect their interpretation. Application of Terms 2 The Contract will be on these terms to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). 2.1 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and seller. Orders and Specifications 3 Any quotation is given by the Seller on the basis that no contract shall come into existence until a written acknowledgement of order is issued by the seller or (if earlier) the Seller delivers the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it. 3.1 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or web sites are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this contract. 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the seller any necessary information relating to the Goods within a sufficient time to enable the seller to perform the contract in accordance with its terms. 3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification supplied by the Buyer then the seller shall not be responsible to the Buyer for the accuracy or otherwise of the specification or the adequacy of any process applied and notwithstanding the foregoing when the Buyer supplies measurements all such measurements are at the Buyers risk. 3.4 The Seller will accept cancellation of ordered Goods in writing from the Buyer and on the terms that the Buyer will indemnify the Seller in full against the loss, (including the cost of any labour and materials used) damages, charges and expenses incurred by the Seller as a result of the cancellation. 3.5 The seller reserves the right to make any changes in the specification of the Goods, which do not materially affect their quality or performance. 3.6 Where the contract provides for installation of the Goods, the Buyer shall afford the Seller and its agents and personnel a safe working environment and access to the relevant premises. Should the Buyer fail to provide access then the Seller shall be entitled to invoice the Buyer for all reasonable travelling and other expenses incurred or suffered by the Seller as a result that failure. Should any of the Seller's agents or personnel suffer any injury during installation then the Buyer agrees to indemnify and keep the Seller indemnified against all loss, damages, costs, expenses arising directly or indirectly from such injury. Price and terms of Payment 4 The price of the Goods (including any delivery charge) shall be the seller's quoted price, or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order from the Buyer by the Seller. 4.1 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the cost of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any currency fluctuation or regulation, alteration of duties, significant increase in the costs of labour, materials, and other such costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. Price and terms of Payment (cont.) 4.2 The Buyer shall pay for the invoiced price of the Goods without deductions within 30 days from the date of invoice with the exception of the Measure, Supply & Fit service where payment is to be made to the Seller within 14 days from the date of installation of the Goods. 4.3 On single orders with a value over £3000 the Buyer must pay a 25% deposit when the order is placed with the Seller. 4.4 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries to the Buyer and withdraw any credit terms, charge the Buyer interest both before and after any judgement on the amount unpaid, at the rate of 3% per annum above the Nat West Bank base rate (calculated daily), until payment in full is made, charge the Buyer all costs incurred if invoices remain unpaid and have to be passed to a Debt Recovery Agency. Delivery 5 The Seller shall deliver the Goods ordered by the Buyer to the address for delivery specified on the order. 5.1 Any dates quoted for delivery of the Goods are approximate dates only and the seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for the delivery shall not be of the essence of the contract unless previously agreed by the Seller in writing. Notification of Damage 6 Any claim by the Buyer which is based on any defect in the condition or quality of the Goods or their failure to correspond with the specification be notified to the Seller within 3 days from the date of delivery or installation (if the latter forms part of the contract). Risk/Title of Goods 7 The Goods are at the risk of the Buyer from the time of collection or delivery. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods. 7.1 Until such time as ownership of the Goods has passed to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. Liability 8 If the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 3 working days of the delivery of the Goods. 8.1 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or the proportionate part of the price), but the Seller shall have no further liability to the Buyer. 8.2 Save as precluded by law, the Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expense (including loss of profits, business or goodwill) howsoever arising under or in connection with the contract and the Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under condition 8.1 above. 8.3 Notwithstanding the foregoing, nothing in these conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller's liability to the Buyer for any death or personal injury resulting from the Seller's negligence. Warranty: 9.1 We warrant that all Goods sold to you will be free from material defects for a period of [12 MONTHS] from delivery of the Goods to you. 9.2 As a consumer, you have legal rights in relation to Goods that are faulty or not as described in addition to the above warranty. Advice about your legal right is available from your local Citizens Advice Bureau or Trading Standards Office. Nothing in these Terms will affect these legal rights. 9.3 The warranty given in clause 9.1 above does not apply to any defects in the Goods arising from fair wear and tear, wilful damage, abnormal storage, negligence by you of any third party. Failure to use the Goods in accordance with the instructions, any unauthorised alterations or repairs, or any specification provided by you. 9.4 If the Goods are defective on delivery or a defect arises within the following 12 months, please contact us to provide details of the defects and we will discuss with you how the Goods should be returned to us. Provided that clause 9.3 does not apply and if it appears that the Goods are defective, we will promptly arrange: I. For the defective Goods to be collected from you in order to repair the Goods and return the repaired Goods to you free of charge; or II. To collect the defective Goods from you and simultaneously deliver the replacement Goods of a similar quality and specification, free of charge; or III. If you so request, arrange for the full refund of the price of the defective Goods by crediting your debit or credit card or sending you a cheque within 30 days of receipt of the defective Goods. 9.5 If the Goods are not defective, or have been modified, misused or the subject of negligence, you will be responsible for the payment of our charges on a time and material basis in respect of any repairs and collection and return of the Goods which we agree to carry out at your request. 9.6 All Installations are guaranteed for a period of [12 Months] unless: - I. We need to customise items beyond the manufacturer's original specification; II. The fittings you require, or request do not support the weight of the goods; or III. Someone who is not one of our staff or explicitly accredited by us has removed or refitted the goods. 9.7 Before commencing Installations we use our knowledge of good building practice to decide if we should fit in a particular area. It is up to you to tell us if you know of any cables or pipes hidden in the wall, and we will not be held responsible for striking such fittings. 9.8 We shall not be liable to you nor be deemed to be in breach of contract by reasons of any delay in performing, or failure to perform, any of our obligations in relation to the contract, or for any damage or defect to Goods delivered, that is caused by any event or circumstance beyond our reasonable control including, with limitation, third party defaults, strikes, lockouts, and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident, breakdown of manufacturing or other equipment or unavailability of raw materials. 9.9 In these terms we do not seek in any way to limit your statutory rights, nor to limit our liability for any death or personal injury resulting from negligence on our part. Invalidity 10 If any of these conditions (or part thereof) is unenforceable (including any provision in which the seller excludes its liability to the Buyer) the enforceability of the remaining conditions (or remaining part of any condition) will not be affected. Third Party Rights 11 Notwithstanding any other provision of the contract, nothing in the contract confers or purports to confer any right to enforce any of its Terms on any other person who is not a party to it. Governing Law 12 The contract shall be governed and