

MASTERBLINDS

SPECIALIST MANUFACTURERS TO THE TRADE

Terms and Conditions

These Terms and Conditions will apply to the purchase and supply of the goods detailed in all quotations ('Goods') by the buyer ('the Customer') from Master Blinds Design & Manufacturing Ltd of Unit 8 Greenlea Park, Prince Georges Road, London SW19 2JD ('the Company'). These Terms and Conditions and any quotations are defined herein together as 'the Contract'

1. CREATION OF CONTRACT

1.1 No Contract shall be formed between the Company and the Customer unless and until the Company receives confirmation from the Customer, either verbal or written, to proceed on an agreed quotation and the Company produces an Order Confirmation

1.2 Upon receipt of an Order Confirmation from the Company, the Customer may not cancel the Contract without agreement from the Company. Should the Customer cancel the Contract and the Company is unable to re-sell the Goods elsewhere, the Customer shall be responsible for the full price of the Goods

1.3 This Contract applies to the purchase and sale of any Goods between the Company and the Customer to the exclusion of any other terms that the Customer may try to impose or incorporate, or which are applied by trade, custom, practice of course of dealing

1.4 No variation of these Terms and Conditions shall be binding upon the Company unless made in writing and signed by a director of the Company. The Company reserves the right to vary the Conditions in writing at any time. The Customer will be entitled to terminate the Contract if such variation constitutes a material variation to the Contract. The Company will not accept liability for any losses incurred as result of any such termination.

2. GOODS

2.1 The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only

2.2 The Company may make any changes to the specification of the Goods that are required to confirm to any applicable safety or other statutory regulatory requirements.

3. PRICE

3.1 All prices printed in our sales documentation are deemed correct at time of print and are subject to change at the Company's discretion

3.1 All prices quoted and printed in our sales documentation are subject to Value Added Tax and carriage

3.3 The price of the Goods set out in any quotation is valid for 30 days from the date stated in the quotation, unless expressly withdrawn by the Company at an earlier time.

4. ALTERATION AND CANCELLATION

4.1 Details of the Goods as described in Clause 2 and in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods

4.2 The Company will not increase the price of the Goods in any quotation without sending confirmation to the Customer

4.3 Either the Company or the Customer can cancel an order for any reason, without prejudice, prior to the confirmation of a quotation and the production of an Order Confirmation

5. PAYMENT

5.1 The Company will invoice for the price of the Goods once the Goods are ready for dispatch and the Company has issued a Delivery Note.

5.2 The Customer must pay the price on or before the last day on the month immediately following the date of invoice. For example, if an invoice is dated 5th May, the Customer agrees to pay the invoice in full by no later than the 30th June

5.3 Notwithstanding Clause 5.2, the Company reserves the right to ask for payment in full before the Goods are dispatched

5.4 The Customer must pay all amounts due under these Terms and Conditions in full without any deduction of withholding by way of set-off, abatement or otherwise

5.5 If the Customer has not paid within the time period set above, the Company will suspend any future orders and withhold any unpaid Goods until the outstanding balance is paid in full

5.6 Any and all payments must be made in British Pound Sterling (GBP) unless otherwise agreed in writing between the Company and the Customer

6. DELIVERY

6.1 On prior agreement with the Customer, the Company will either:

a. arrange for the delivery of the Goods to the delivery address specified in the Order Confirmation

b. arrange for the collection of the Goods from the Company's premises if agreed by both parties. Collection costs are at the Customer's expense

6.2 Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8am and 8pm

6.3 All dates quoted for delivery are approximate only. Time for delivery shall not be of the essence and the Company shall not be liable for any failure delay or error in delivery nor shall it be liable for any indirect or consequential loss arising however caused.

6.4 If the Customer does not take delivery of the Goods, the Company may, at the Company's discretion and without prejudice to any other rights:

a. store or arrange for the storage of the Goods and will charge the Customer for all associated costs and expenses including, but not limited to, transportation, storage and

insurance; and/or

b. make arrangements for the redelivery of the Goods; the costs of such redelivery being charged to the Customer

6.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract. Failure by the Company to deliver any one or more instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to repudiate the Contract as a whole nor to cancel any subsequent instalments

6.6 The Company will arrange for delivery to the Customer's registered business address by default. The Company may deliver to an address other than the Customer's registered business address if the Company has agreed to do so in writing. Such a delivery will incur a £20 fee to cover the associated higher insurance costs

7. INSPECTION AND ACCEPTANCE OF GOODS

7.1 It shall be the responsibility of the Customer to inspect and check the Goods as soon as reasonably practicable after delivery to ensure that the quality, condition, quantity and specification of the Goods conform to the Order Confirmation. In the case of shortages or any defects in the Goods it shall be the responsibility of the Customer to inform the Company of such issues in writing no later than 7 days after the Delivery Date. The Company does not accept liability for any shortfalls or defects in the Goods if notification is received after this period

7.2 All Goods must be inspected by the Customer before taken to site, as the Company will not be liable for any additional costs or expenses incurred by the Customer should the unexamined Goods subsequently be found to be faulty following delivery to site

7.3 In the event of failure or defect of any Goods supplied, the Company reserves the right to inspect said Goods on site before considering any claim from the Customer

7.4 The Company will not consider any claim where the Customer or the Customer's agent has either incorrectly specified or incorrectly fitted the Goods supplied

7.5 All claims for non-delivery of Goods must be made in writing to the Company within 7 days from the date stated on the Delivery Note. The Company does not accept liability for any missing Goods after this period

7.6 The Customer will bear the risk and cost of returning any Goods

8. RETURNS AND REFUNDS

8.1 Due to the bespoke nature of the Goods supplied by the Company, the Company will only consider returns and refunds of standard, off-the-shelf products

8.2 A full credit or refund will be granted only if said off-the-shelf Goods are returned in brand-new condition, unused, and in their original, unopened, and undamaged packaging. Where goods are returned in any condition other than as specified above, the Company reserves the right, at its sole discretion, to determine whether to accept the return and to assess and apply an appropriate partial credit or refund, if any

8.3. Blinds and other bespoke Goods are non-returnable and non-refundable, except in the case of a manufacturing defect or error attributable to the Company. Where any claim based on damage, non-delivery or on defects in quality or specifications is notified to the Company within the periods specified in Clauses 7.1 and 7.2, the Company shall, if the Company in its absolute discretion considers such claim to be valid, replace or repair the Goods (or the part in question) free of charge or, at the Company's discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) or provide the Customer with credit against future orders

9. RISK AND TITLE

9.1 The risk in the Goods will pass to the Customer on completion of delivery or collection

9.2 Title to and property in the Goods shall be, and remain with, the Company until the Goods are paid for in full

9.3 The Company shall guarantee all Goods manufactured and supplied by the Company subject to these Terms and Conditions for a period of 12 months from the date of accepted delivery. The Company shall not be liable to change or repair any defective component deemed to be caused by general wear and tear or damage caused by external influence

10. DESCRIPTION AND SAMPLE

10.1 Description of Goods given by the Company to the Customer is by way of identification only and does not constitute sale by description

10.2 Provision of samples of Goods to the Customer does not constitute sale by sample

10.3 The Company reserves the right, subject to Clause 4.1, to make changes to the range of Goods available for sale without prior notice. The Company does not accept any liability for losses incurred due to changes made

11. WARRANTY

11.1 The Company offers a 2-year warranty covering defects in materials and workmanship under normal use. This warranty excludes damage resulting from normal wear and tear, misuse, accidents, or unauthorized modifications. Claims must be submitted within the warranty period and

accompanied by proof of purchase. Remedies under this warranty are limited to repair or replacement of the defective item, at our discretion

11.2 Motors are covered by an extended 5-year warranty, subject to the same terms and exclusions outlined above

11.3 Cost of replacement of faulty item(s) will be charged to the Customer's account prior to despatch. These charges will be credited back to the Customer's account on the Company's receipt of said faulty item(s)

12. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that any and all Intellectual Property Rights relating to or arising from the Goods and any drawings, descriptions, specifications or other materials provided to the Customer for the purposes of the Contract shall remain at all times the exclusive property of the Company. At no time shall any such materials be copied, reproduced or published in whole or part or used for any other purpose without the prior written consent of The Company

13. FORCE MAJEURE

The Company shall not be liable to the Customer, nor shall the Customer have the right to terminate a Contract, if the Company is prevented from or delayed in performing any of its obligations under the Contract for any reason outside its reasonable control including, without prejudice to the foregoing generality, any act of God, war, strike, lockout or other labour dispute, fire, government Act, Order or legislation. The Company shall be entitled to terminate the Contract with immediate effect by giving written notice to the Customer if such an event continues for a period of more than three months from the date when it first occurred

14. TERMINATION

14.1 The Contract may be terminated in writing by either party if the other party is in material breach of the Contract and the breach, if remediable, continues for fourteen days after receiving notice in writing requesting such breach to be remedied. The Customer acknowledges that failure to pay the price when due shall constitute a material breach for the purposes of this Contract

14.2 If the Customer becomes insolvent; has a receiver or administrator appointed over the whole or any part of its assets; enters into any compound with its creditors; has an order made or resolution passed for it to be wound up; ceases or threatens to cease to carry on business, the Company may without prejudice to any of its other rights under these Conditions, demand the full price to be paid immediately, stop any Goods in transit and/or suspend deliveries forthwith and/or by notice in writing to the Customer terminate the Contract

15. LIMITATION OF LIABILITY

15.1 The Company's liability under the Contract, and in breach of statutory duty, and its tort, misrepresentation or otherwise will be limited to this section

15.2 Following any valid claim for repair, replacement and/or refund as specified in Clause 8.3 the Company shall have no further liability to the Customer

15.3 The Company will not be liable for any losses caused directly or indirectly by any failure or breach by the Customer in relation to the Customer's obligations

15.4 The Company shall not be liable for any loss of profit, business, contracts or any indirect or consequential loss whatsoever suffered by the Customer, subject to Clause 15.6

15.5 The Company shall have no responsibility or liability to the Customer or any third party for failure to follow any instructions provided with the Goods or for use of the Goods for any purposes not specified in the instructions.

15.6 The exclusions of liability contained within this clause will not exclude or limit the Company's liability for death or personal injury caused by the Company's negligence; or for any matter for which it would be illegal for the Company to exclude or limit liability

16. WAIVER

No waiver by the Company of any breach of these Conditions by the Customer shall be construed as a waiver of any subsequent breach of the same or any other provision

17. SEVERANCE

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, the part(s) in question shall be deemed severed from the remainder of the Terms and Conditions, which shall remain valid and enforceable

18. GOVERNING LAW

The Contract and Terms and Conditions will be governed by the law of England and Wales and all disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh courts