CONTROLUX LIMITED

T/A Supreme Shutters

Telephone: 020 3044 2988 / 0800 955 6088 Email: info@controlux.Co.uk

SALES ORDER

SOLD TO:

Robert & Aneta Berling
Skylark Avenue
Peacehaven, BN10 8GF

CUSTOMER ORDER NO. BB177	Date. 31-03-2022
SALES PERSON	
DELIVER TO: Robert & Aneta Berling	
Skylark Avenue,	
Peacehaven, BN10 8GF	

Telephone No: 07956813077

Email: berling@interia.eu

Description	Total
To Supply & install 1 X Shutters Location: Dining Room, Colourway: 001 Pure White, Range: Classic (MDF), Louvre Width: 63mm, Tilt Rod: Easy Tilt (Same as Hidden Tilt), Quantity: 1 To Supply & install 1 X Shutters Location: Living Room, Colourway: 001 Pure White, Range: Classic (MDF), Louvre Width: 63mm, Tilt Rod: Easy Tilt (Same as Hidden Tilt), Quantity: 1 To Supply & install 1 X Shutters Location: Master Bedroom L/H, Colourway: 001 Pure White, Range: Classic (MDF), Louvre Width: 63mm, Tilt Rod: Easy Tilt (Same as Hidden Tilt), Quantity: 1 To Supply & install 1 X Shutters Location: Master Bedroom R/H, Colourway: 001 Pure White, Range: Classic (MDF), Louvre Width: 63mm, Tilt Rod: Easy Tilt (Same as Hidden Tilt), Quantity: 1 To Supply & install 1 X Shutters Location: Spare Bedroom, Colourway: 001 Pure White, Range: Classic (MDF), Louvre Width: 63mm, Tilt Rod: Easy Tilt (Same as Hidden Tilt), Quantity: 1	

OFFICE USE ONLY	Job No: P.O.No:	Bank Details: Sort Code: 20-05-57 Account No: 60133892	**SUB TOTAL:**	**£ 1,291.67**
			VAT:	**£ 258.33**
ORDER RECEIVED BY	CUSTOMER SIGNATURE		**Payments:**	**£ 0.00**
			Total:	**£ 1,550.00**
Deposit to be paid £ 387.50				

NOTICE OF THE RIGHT TO CANCEL: This right can be exercised by delivering, or sending notice to CONTROLUX LTD at any time within the period of **7 days** starting with the date of receipt of this notice. If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.(Complete, detatch and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: _____ [Trader to insert name and address of person to whom notice may be given.]

I/We (delete as appropriate) **hereby give notice that I/We** (delete as appropriate) **wish to cancel my/our** (delete as appropriate) **contract.**

_____

[Trade to insert reference number, code or other to enable the contract or offer identified]. He may also insert the name and address of the consun

Signed

Name and address

Date _____

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

1.1 The "Company" shall mean Controlux Ltd, Trident Court, 1 Oakcroft Road, Chessington, Surrey KT9 1BD

1.2 "Goods" shall mean all the articles, products and material supplied, manufactured or otherwise dealt in by the Company.

1.3 "Customer" shall mean the person, firm or company with whom the contract is made.

1.4 "Contract" shall mean the contract between the Company and the Customer for the sale of the Goods into which these conditions are incorporated.

1.5 "Order" shall mean the written or oral order placed by the Customer.

1.6 "Writing" and "Written" shall include facsimile transmission and e-mail and any comparable means of communication.

2. GENERAL

2.1 All quotations are given and all orders are accepted on these terms and conditions which supersede any other terms appearing in the Company's price list, documentation or elsewhere.

2.2 The Customer acknowledges that there are no representations outside these terms which have induced it to enter into the Contract and that these terms and conditions alone shall govern and be incorporated into the Contract for the sale of Goods by the Company to the Customer.

2.3 No modification nor any variation of these terms and conditions shall have any legal effect whatsoever unless made by an express written agreement signed by a director of the Company.

2.4 The Company reserves the right to correct any clerical or typographical errors contained in any document or information issued by the Company and without any liability on the part of the Company

2.5 All orders placed with the Company must be in writing. Orders sent in confirmation of telephone instructions shall be clearly marked as such by the Customer. The Customer shall be liable for any additional cost or expense incurred by the Company either because of the Customer's failure to clearly mark the Order "Confirmation only" or to provide a written order.

2.6 It is the customer's sole responsibility to obtain any necessary consent from local authority, freeholder or other party if so required

3. QUOTATIONS

3.1 Quotations are subject to withdrawal at any time before acceptance by the Company of any order from the Customer and shall be deemed to have been withdrawn unless so accepted within 30 days from the date of offer.

3.2 The Quotation does not form an offer capable of acceptance by the Customer but merely an invitation to the Customer to make an offer in accordance with the terms of the quotation.

4. THE GOODS

4.1 All descriptions, illustrations, price lists, advertisements and samples are intended merely to present a general idea of the Goods and are provided for information and guidance only and nothing contained in any part of them shall form any part of the Contract.

4.2 The Customer shall satisfy itself that the Goods are suitable for any application for which they are to be used.

5. THE PRICE

5.1 The prices given in any quotation by the Company are estimates only and may be varied by the Company in its sole discretion and prices quoted are for quantities expressed. Any variation in quantity may entitle the Company to vary the price quoted.

7. PAYMENT

7.1 No Customer shall be granted a credit account unless first applied for in writing and approved in writing by a director of the Company.

7.2 A Pro-forma invoice or 25% deposit is payable upon placing any order at the discretion of the company.

7.3 Payment for the Goods shall be made upon installation or delivery as per order but not later than the 14th day from date of invoice.
invoice.

7.4 Time of payment shall be the essence of the Contract.

7.5 Without prejudice to the right of the Company to payment in accordance with the terms above, the Company at its discretion, shall have the right to charge interest in respect of all or any outstanding sums from the due date for payment until payment in full (including all interest due) is received by the Company and shall be payable at the rate of 3 percent over the base lending rate for the time being of the Bank of England and shall accrue from day to day.

8. DELIVERY

8.1 Delivery dates or times stated in quotations or order acknowledgements shall not be legally binding and are reasonable estimates only which the Company will make reasonable endeavours to meet. Time shall not be of essence of the Contract.

9. RETENTION OF TITLE

The following provisions shall apply to all Goods which under the Contract the Company agrees to supply to the Customer. No failure of the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice, limit or extinguish the Company's rights under this clause.

9.1 The property in the Goods shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other sums owing to the Company by the Customer on any account.

9.2 Risk of loss or damage to the Goods shall pass to the Customer at the time the Goods are delivered by the Company to the Customer or collected by the Customer from the Company's premises.

9.3 Upon delivery of the Goods the Customer shall hold the Goods solely as the Company's fiduciary agent and bailee. The Goods shall remain the property of the Company until such time as the Customer shall have paid the Company the full purchase price of the Goods.

10. GUARANTEE

10.1 At it's absolute discretion the Company will repair or replace free of charge any piece of equipment or part thereof which is found to be faulty in either materials or workmanship within six calendar months from the date of installation/despatch from the Company's premises. The Company's liability under this clause shall cease if:

a. The Customer has not paid in full all invoices for the equipment supplied by the Company within the time stipulated by these conditions.
b. The Company is denied full and free right of access to the equipment.
c. The equipment has been damaged or its operation impaired due to defective or incorrect installation by the Customer.
d. The equipment has been misused by any Third Party.
e. Any repair maintenance, replacement of parts or adjustments to equipment is carried out by persons who are not employees of the Company.
f. The Customer uses any spare parts or replacements not manufactured by the Company or on its behalf or supplied by the Company.
g. The equipment has not been properly maintained.
h. Any label or tag has been removed.

10.2 The Customer shall only be entitled to such benefits that the Company may have received for any part not of the Company's manufacture such as electric motors electronic components and controls. In any event the warranty given by the Company will not exceed the warranty given by the manufacturer or supplier of the Goods to the Company.