



ORDER CONFIRMATION

Date Feb 21, 2024
Order No. J1798
Project Ref. P18683

www.grantsblinds.com | sales@grantsblinds.com | 0800 652 2190

Grants Blinds, Leigh House, Warren Business Park, Single Street, Westerham, TN16 3AB

Client Name

Jennifer Gilbert Interiors LLC
1074 Woodward Ave
Detroit
MI, 48226

Project Location

Charles Lane
Franklin USA
MI 48025

Attn Matthew Rizik

Email MatthewRizik@Rock.com

Description

Grants Blinds will design, measure, supply and install blinds to suit Serpentine Glazing area in Tanglewood Conservatory. All blinds to be supplied using Flatweave Material in a custom finish to be confirmed and cover the entire Roof area. Hardware to be best RAL match to structure. See the diagram attached as Exhibit A for preliminary specifications.

Main Serpentine Roof Area

10 No. Wintergarden blinds curved to suit Serpentine Roof &

10 No Roof blinds with support wires to suit Vent area for the sum of £236,621.00

Custom paint finish to colour match natural wood colour, to Flatweave material for the sum of £12,731.00

Provisional Freight & Shipping: £2,000.00 (included in the above pricing)

Pricing:

All prices include travel and time for survey and installation, fitting and are zero VAT. Import duties if applicable must be borne by the client.

Survey to be Q2 2024 (within 60 days of receipt of deposit), install Q3 2024 (determined after completion of survey).

Warranty - Overseas Installation:

All products are guaranteed for 5 years, worn and defective parts replaced free of charge but travel related costs including travel time, hotel, transport & subsistence is chargeable at £600/whole day from time of leaving UK to return.

Additional Charges:

If any site changes are made by the client after the survey that materially impact installation, any agreed upon access equipment is not provided, or agreed upon site preparation is not performed by the client prior to installation resulting in a problem with the products, any extra work required from this will be chargeable back to the client.

In all cases, Grants must obtain client's prior written consent prior to performing any extra work or assessing or incurring any additional costs.

Description

Payments:

50% Deposit - with order

Balance less £5,000.00 - a month prior to dispatch and

£5,000.00 to be paid within 7 days of completion of our contracted work on site.

The final schedule of services, payments and shipping will be agreed to after completion of the survey.

Our bank details for BACS payments are:

Leigh House Solutions

Sort code: 55-81-26

Account No: 88174085

Old Bank Winchester NatWest

IBAN - GB73NWBK55812688174085

Bic/SWIFT - NWBKGB2L

For card payment please contact your Sales Designer who will send you the invoice/link to pay online.

If survey is completed, the products are ordered and installation is cancelled by the client not due to Grants Blinds default the balance of products costs (but not installation costs) is required to be paid.

Prices:

Allow for up to a 6% increase in supplier pricing during the expected project completion period (to be stated ie Q3 2024) if material or travel cost change significantly due to situations outside our control.

Access equipment:

Floor protection and scaffolding (or a scissor lift) will be needed to be provided by the client for survey. Any additional access equipment required for installation will be agreed upon after the survey.

Freight & Shipping:

A provisional sum has been included in the proposal but this may be subject to change at time of despatch due to current global situation.

Additional shipping costs will be charged at cost

Power Supply And Wiring:

110V mains power will need to be provided to each mains voltage blind and a single mains power outlet will need to be supplied to serve every 7 low voltage blinds (if applicable) is to be provided by the client/main contractor prior to installation. Grants Blinds will provide a full wiring diagram following order.

AV Integration:

This will be discussed following the survey, however the above pricing includes for a stand alone system working from remote held handsets and no allowances have been included for integration to the home automation system.

Platinum Service Contract:

We offer a 5 year service contract for an additional fee which covers an annual visit to check and maintain the roof blinds are all in good working order. This service is recommended for Garden Room Shading Products.

Security and Confidentiality

Grants Blinds and Client have entered into a Non-Disclosure Agreement dated _____.

All Grants Blinds' personnel that come on-site to provide services abide by all security protocols applicable to the site and may be required to sign a non-disclosure agreement.

Description

Contract Total Value **£ 249,352.00**
Deposit (50%) **£ 124,676.00**
Balance Payment 1 **£ 119,676.00**
Balance Payment 2 **£ 5,000.00**
Method **BACS/Cheque/Card**
Delivery Timescale **TBC**

Sales Designer **Gaius Guest**
Enquiry Source **Existing**
Conservatory Builder

Orders will not be sent to Production until the Deposit has been paid
and signed Order Confirmation has been received.

- 1) I confirm this order and agree to the Conditions of Sale enclosed
- 2) The room will be made ready for survey and installation
- 3) Grants may take photographs for use in promotional material
- 4) Pinoleum blinds will be supplied with natural braid and chrome chain(where applicable) unless the customer requests otherwise.

.....
Client's Signature

.....
Date

Grants Blinds
2023 Standard Terms & Conditions of Business

1. THESE TERMS

1.1. These are the terms and conditions on which we supply products to you, whether these are goods and/or services.

1.2. Please read these terms carefully before we process your order. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. We are Grants Blinds a company registered in England and Wales. Our company registration number is 0677429 and our registered office is at Warren Business Park, Single Street, Westerham TN16 3AB. Our registered VAT number is 112 4047 66

2.2. You can contact us by telephoning 0800 652 2190 or by writing to us at sales@grantsblinds.com or at the address detailed above.

3. OUR CONTRACT TO YOU

3.1. These terms will apply to your purchase of any goods and/or services from us and may only be changed with our prior written authorisation. These terms together with your order, once accepted by us, will constitute the contract between you and us for our supply and your purchase of such goods and/or services.

4. PAYMENT & PRICES

4.1. The price for good and services which Grants will supply shown on the Order. All prices exclude VAT and other taxes unless otherwise shown.

4.2. Following recent construction business failures, we do not accept that retention amounts are deducted during the construction process.

4.3. Any quotation given by us shall not constitute as an order until executed by Grants and the client and is only valid for a period of 30 business days from its date of issue. We reserve the right to amend our prices following the quotation expiry date as material prices and exchange rates can change.

4.4. Our price is based on any delivery and works being carried out during normal working hours (8am to 5pm – Monday to Friday and excluding Bank Holidays) in one continuous visit within the confines of a mutually agreeable programme. It also assumes that materials can be delivered in large full loads to site address. Multiple visits and multi-phased working will be chargeable unless specifically agreed and stated in our quotation. Welfare facilities are to be provided to our operatives and we do not include for these within our quotations.

4.5. Payment terms: unless otherwise agreed in writing, we require a non-refundable 50% deposit upon order placement, the balance amount less £5,000.00 the month prior to dispatch and the remaining £5,000.00 to be paid within 7 days of completion of our contracted work on site.

Note: We will not start installation without the second payment.

4.6. We do not accept any cost set-off. Due to the nature of the specialist components used in our assemblies we cannot be responsible for any delays.

4.7. We will fix our price for 6-months from the date of receipt of the deposit payment. If the project is delayed by the client which causes us not to start production within 6-months of the deposit paid date, we reserve the right to revisit our quotation.

5. OUR PROCESS/GENERAL

5.1. Within our preliminary costs we have allowed for the clearing of our rubbish to a central point adjacent/within proximity to our works, for clearing from site by others.

5.2. Except as noted in Section 5.12 below, we have not allowed for production of fabrication and detailed drawings unless stated, we have also not allowed for taking on the design responsibility for this project unless stated within our quotation/offer.

5.3. We have made no allowance within our quotation for security services to protect our works. Any protection required will incur an additional cost unless otherwise agreed in writing.

5.4. We make no allowance for any builder's work (BWIC) and making good, this is to be deemed by others.

5.5. If we have allowed for installation of all our Blindspace® products, then prepared openings are to be made by others and a site survey is included, if it is supply only then no install or site survey is included unless stated in your order confirmation.

5.6. We do not accept appointment of L.A.D.'s (Liquidated Ascertained Damages) or claims of consequential loss unless previously agreed in writing.

5.7. If no contract program is issued at tender/contract commencement, then we reserve the right to review our contract sum in light of potential acceleration or extended working hours. When storage of materials is required for specific call-off dates, or due to project delays, we reserve the right to charge for this unless otherwise clarified within our quotation.

5.8. Grants Blinds represents that the products and services provided will;

- (i) be of a professional quality and performed in a professional and timely manner in accordance with degree of professional skill and care exercised by other professionals performing similar services for similar projects, under similar circumstances;
- (ii) be new, free from any defects in design, materials and workmanship and not infringe upon the intellectual property rights of any third parties;
- (iii) comply in all respects with any specifications, drawings, samples, or other descriptions set forth in the contract and shall otherwise be fit for the purpose intended and merchantable and;
- (iv) to the extent that client has properly remitted payment therefore, be free from all liens, encumbrances, and rights of third parties.

We provide a 5-year guarantee for products supplied and installed in respect of defective workmanship and defective materials. This guarantee is subject to the customer maintaining the product appropriately and allowing for fair wear and tear. This guarantee specifically excludes changes in the shade of dyed, painted or stained surfaces because of light, including where such treatments have UV resistance.

It also excludes damage or issues resulting from improper use e.g., letting the blind down onto an obstruction causing the issue or leaving the blinds down when the window is open. For standard installations and locations, all parts are replaced free of charge during the 5-year guarantee period. This guarantee can be transferred to the new owner of the property in which the product is installed.

Except as otherwise agreed, any overseas installations (non-mainland Britain) will be subject to a charge to cover all travel & associated costs including travel time for all service visits following the initial installation. Parts are covered by the warranty and, if appropriate, will be replaced free of charge during the warranty period. Unless otherwise agreed to in writing by client, all travel and associated costs will comply with client's vendor travel guidelines.

5.9. Any installation over 3.6m in height and/or those that require specialist equipment for access will be subject to a charge to cover all associated costs to access the blinds (or client can directly pay such costs, at its option), including a second man where appropriate, this is also applicable during the warranty period. Parts are covered by the warranty and, if appropriate, will be replaced free of charge during the warranty period.

5.10. Battery operated blinds are exempt from receiving free service calls for charging issues and, therefore, call-out charges are applicable once installation has taken place. Parts do have a 5-year warranty should replacement be necessary during this period.

5.11. Motorised blinds should have a clear space below to lower fully without any obstruction, also checked that no debris is caught in blind before operation. If a blind fails due to an obstruction then the client will be responsible for any call-out fees and any costs for repair.

5.12. Design: we have allowed the preparation of one set of drawings, and we will prepare 2 revised documents with the client's requested changes. If the scope of works changes following our drawing preparation stage and the project needs to be re-designed, we will change an hourly design rate of £49.00 (per hour) to prepare new drawings/amend the drawings accordingly. This applies to any drawing revisions which are outside of our standard 3 revisions (initial drawings, 1 x set of comments and 1 x survey updates).

5.13. We require all relevant CAD drawings and design information before we commence our design period. Any delay in providing this information will extend the program. Any late design information provided may also cause revisions and these are chargeable.

5.14. Distance selling regulations do not apply. We have a fully functioning showroom facility, and we encourage our clients to visit the showroom to view our products and discuss the project with a sales representative/the relevant estimator to ensure our offer is fully in accordance with the requirements and that our proposal is in accordance with the client.

5.15. If any items are omitted from our package following the sale, we reserve the right to charge for the loss of profit on this item. We have had instances in the past where we have prepared and submitted our designs for an item, and it has been omitted from our order/constructed by others using our design drawings. Item costs may increase if any items are omitted from our quotation as the associated costs such as labour are generally spread equally across all items.

5.16. All warranties and guarantees become void/invalid if payments to us are not made in full (in the case of non-payment to our companies from our client).

5.17. All lead times provided are a guide based on recent production dates received. We cannot confirm exact delivery dates until we have received drawing approval and placed our orders with our factory/suppliers. Grants cannot be held responsible for any delays caused by ports, customs, strikes, political circumstances, pandemics for materials arriving from the UK or overseas, and we cannot offer compensation/cost reduction due to any issues relating to this matter.

5.18. We will take responsibility and risk of loss for our products until they have been installed, and once the units are installed, the responsibility of the product is the clients.

Note: We do not take responsibility for any damage caused by others when items are being stored on site.

5.19. The client is to dispose of any protective packaging that our products are shipped in once installation is complete.

5.20. The lead time from approval of drawing/survey for the window shading products is approximately 10-12 working weeks (unless stated otherwise as this can increase depending on the production workload and additions such as special colours and finishes).

Note: Our manufacturing facility has a 2-week Christmas shutdown period which is to be added to lead times when appropriate.

5.21. Any additional access equipment/other items required, will be charge at cost + 30% unless otherwise agreed.

Note: Please refer to clause 5.9 above for further information.

5.22. Awnings: Customers need to identify whether the installation property is of a suitable construction in order for an Awning to be installed.

Note: We cannot install an Awning on a property which has a timber frame construction.

If this has not been correctly identified by the customer then any resultant damage to the property or the Awning is specifically not covered by the guarantee and it is accepted by the customer that Grants are not responsible for any resultant costs.

5.23. We take no responsibility for securing the project overnight when our works are ongoing. This is to be the responsibility of the contractor on site. We can provide a cost/make provision for this upon request prior to our work starting on site.

5.24. Due to the bespoke specialist nature of our business we regularly:

5.24.1. modify or alter systems so that they work with a given solution, in a specific way or in a way that we feel is superior or better suited to the project;

5.24.2. fabricate systems to sizes beyond the manufacturer's recommendations; and

5.24.3. fabricate or supply systems which have not been tested to the given size or configuration that we are supplying/installing; and

5.24.4. use installation or fabrication methods/techniques which are not recommended by the system manufacturer so that they work in a way that is better suited to us or to the project; and

5.24.5. use fixing methods which are different to that recommended by the manufacturer of the system.

All items will be supplied with the specified warranty by Grants Blinds and not by the manufacturer of the product/system.

We do not accept claims or liability where a report has been provided by the manufacturer or an independent body/company due to standard systems/products being supplied not being in accordance with the manufacturer's recommendations, being modified, or being outside of the manufacturer's recommended/tested sizes.

5.25. Where we have provided a quotation for an international project/works; we have not included import duties, custom duties and import taxes unless clarified within our quotation.

5.26. Grants Blinds assume that they are not required to be or be appointed as the principal contractor/ principal designer on the project. These duties are to be performed by others and arranged by the client.

5.27. We shall not be responsible for any injury, loss, damage, cost or expense suffered by you if and to the extent that it is caused by negligence or wilful misconduct by you or by breach by you of your obligations under the contract.

5.28. Neither party will be liable to the other if such party is prevented from or delayed in performing any of the obligations owed by such party under the contract if this is due to any cause beyond such party's reasonable control (a "Force Majeure"), including (without limitation):

5.28.1. An act of God, explosion, flood, fire, or accident; and

5.28.2. War or civil distance; and

5.28.3. Any strike, industrial action, or stoppages of work; and

5.28.4. Any form of government intervention; and

5.28.5. Any third-party act or omission; and

5.28.6. Any failure by you to give us a correct delivery address or notify us of any change of address.

6. HOW WE MAY USE YOUR PERSONAL INFORMATION

6.1. We store and process all Personally Identifiable Information in conjunction with current data protection legislation. Once an order is placed with us for works, we are contractually obliged to hold and process data pertaining to the project and store this data for the full period of the warranty. It is within your rights to request data erasure excluding data we are required to hold for contractual or legal obligations. We hold this data in accordance with our data retention policies. If you have any questions regarding our data policies or would like to request an amendment to data held, please contact sales@grantsblinds.com.

6.2. We will use the personal information you provide to us:

6.2.1. To supply the product(s) you have ordered to you; and

6.2.2. To process your payment for the product(s) ordered.

6.3. We may pass your details onto an independent third party if required for dispute resolution.

Except as otherwise provided, we will not use your PII for any purpose other than to provide the goods and perform the services under this contract.

7. SITE/ACCESS

7.1. Unless stated in our quotation, all access equipment, be it fixed or mobile, is excluded and deemed to be supplied with free issue by others.

7.2. We endeavour to allow for all necessary access equipment within our quotation. However, we reserve the right to charge additional costs (or client can directly pay such costs, at its option) should we discover that further access equipment is required following our site/access survey. We make no allowance for craneage, unless agreed otherwise in writing or detailed within our quotation. All blinds/materials installed horizontally which exceed a weight of 350kg (717 lbs) will require a crane for installation.

7.3. Our price is based on dimensions provided prior to quotation and confirm at site survey. The site survey will be a single visit unless otherwise clarified or agreed in writing. A £500.00 charge is payable for every abortive survey visit. We can supply a pre-survey checklist prior to our survey to clarify our requirements (please request if you require this if it has not been issued to you).

7.4. The customer is responsible for clearing the room in which the survey and/or installation is to take place in order to allow reasonable access for work to be carried out. Where a representative of Grants undertakes such clearance or is delayed by the customer, then Grants reserve the right to make a charge of £55 per hour (or part thereof) being reasonable additional charges for the site not being ready.

8. FITTING/SPECIFICATIONS

8.1. We will provide the products in compliance with the material specifications set forth in this order. However, we will require confirmation of the acceptance of these details or structural calculations provided before ordering any materials.

8.2. Light seepage: All non-Zip blind products in blackout material will have light seepage.

8.3. Zipped roller blinds may have puckering / creasing on the blind fabric due to the zip mechanism

8.4. Honeycell Duette® free hanging blinds can present up to 2% twist in the fabric, this is an inherent potential fault within the product and we cannot be held responsible for this should twisting occur.

8.5. We have priced for our own items and fixing to a suitable substrate, which will be identified and determined during the survey. We are not responsible for the substrates of others or the suitability of existing structures to accept new loads/loads applied by our works. The client is expected to have carried out and received approval for all/any necessary structural calculations to accept the load and size of our products. Our drawings will be based on the information available to us at survey and, therefore, pilot holes may be required, and would be the responsibility of the main contractor. We have not allowed for associated site work unless stated i.e., supporting steelwork, timber grounds or lead flashing.

8.6. The site installation will be a single phase unless otherwise clarified or agreed in writing. A £1,020.00 charge is payable for every abortive installation visit without a minimum 5 days notice. We can supply a pre-install checklist prior to our install to clarify our requirements (please ask if you require this if it has not been issued to you).

8.7. We use our best endeavours to price all items correctly to the correct dimensions based on information received. It is the responsibility of the client to check our detailed quotation to ensure that we are compliant and that our schedule is in accordance with the requirements of the project.

8.8. Automated Equipment: We will install all automated equipment. Connection to the mains supply will be provided by others as Grants Blinds do not offer this service.

8.9. Different product/items may use a different material composition. Slight visual differences can sometimes be visible when a different material or coating is used.

8.10. All sizes stated on our quotation are unit sizes/back of frame or glass size. We reserve the right to re cost the item if we discover that the item is larger than costed following our site survey. We work on a +/- 100mm basis. We will not charge additional monies unless the item is 100mm larger than that shown on our quotation.

8.11. Paint repairs: Any paint repairs should be inspected and viewed from 3m. If an imperfection is not visible at 3m then the repair is deemed to be acceptable. We will use our best endeavours to ensure that paint colours match as closely as possible. However, colour discrepancies are possible with repaired paintwork or when products are mixed/powder coated at different manufacturers/suppliers.

9. CUSTOMER'S OBLIGATIONS

9.1. We will deliver the goods and supply the services to the place noted on the Order as the delivery address.

9.2. You will supply us with such information, rights of access and mains electricity that we may reasonably require in order to deliver the goods and perform the services and/or to check the goods and their installation where you notify us about a problem with the same.

9.3. In order to ensure safe working practices it is a condition of these terms that the area in which the works are to be carried out is cleared of, without limitation, pets, plants, furniture, breakable items and household residents.

9.4. You shall ensure that your electrical supply is safe and suitable for the goods we supply. We do not undertake any alterations or extensions to the main circuitry of the installation site. All connections by us will be to a 13amp socket.

9.5. In order to facilitate the installation your electrical supply may be interrupted for the safe work of the Company's representatives.

10. BREXIT

10.1. We will charge for any additional import duties that arise at cost and lead times for products may need to be extended. We reserve the right to change imported/European products to UK manufactured products if EU products are difficult to source, provided that such change shall not impact the specifications of the goods or products to be sold without client's prior written consent.

11. COVID

11.1. During any type of global, local pandemic or crisis; it is possible that lead times will increase and that transportation/deliveries are delayed. It is also possible that suppliers will cease to trade due to being shut down or that financial issues are caused by a pandemic. In these events, we reserve the right to propose alternative products which we can source from alternative suppliers. In the event of delays caused by a pandemic or crisis, we will manage this to the best of our ability but we cannot be held responsible for any delays caused by this. We will not accept financial or compensation claims due to change of products or delays caused by a pandemic or crisis.

12. LIABILITY

Grants Blinds will be responsible for and hold client and its affiliates harmless from any claims, liabilities, losses, fines, costs, damages and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") that arise out of: (i) any actual or alleged injury to any person (including death), damage to any property, or any other damage or loss arising from a defect in the goods or incurred during the performance of Grants Blinds services; (iii) any Grants Blinds violation of applicable law, statute, rule or regulation relating to the goods and services; (iv) any breach of Grants Blinds obligations or representations under this agreement; or (v) any negligent act or omission by Grants Blinds, its agents, or contractors, excluding in all cases any Claims arising out of client's gross negligence, fraud or willful misconduct.

Except for instances of breach of confidentiality, breach of intellectual property obligations, gross negligence, fraud or willful misconduct, neither client nor Grants Blinds shall be responsible or liable for any claims for consequential, incidental, punitive, or special damages, or lost profits.

13. ADDITIONAL ITEMS

13.1 Grant Blinds is an independent contractor and shall not have any employee status with client. Grants Blinds shall have sole responsibility for payment all required income taxes with respect to payments made by client.

13.2 Grants Blinds may not assign this contract to any party without the prior written consent of client.

13.3 Grants Blinds will maintain industry standard insurance and provide a certificate of insurance to client upon request. If requested by client, Grants Blinds will name client as an additional insured under its applicable insurance policies.

13.4 This contract represents the full and complete agreement and understanding between client and Grants Blinds concerning the goods and services to be provided, and supersedes and prior written or oral agreements or understandings. No amendments or modifications to this contract shall be valid unless in writing and signed by both parties.