

## Terms & conditions for palms shutters

### GENERAL

1. (a) This is a legal agreement between you ("The buyer") and **Palms Shutters LTD** ("The Seller"), stating the terms that govern your use of the website [www.palmsshutters.co.uk](http://www.palmsshutters.co.uk) and **Palms Shutters LTD services**.

(b) These conditions of sale together with the particulars contained in the order acceptance, save where stated otherwise and any special conditions agreed by the seller in writing constitute the entire contract between the buyer and the seller.

(c) Periods of time referred to in these conditions of sale shall be of the essence.

### QUOTATIONS

2. (a) All quotations by the seller represent an invitation to the buyer to place an order and do not constitute a legal offer. The purchase order will be regarded as the offer and the seller's order acceptance will be regarded as binding. No alternative terms and conditions will be considered or accepted by the seller. Trade prices will only be quoted if a proof of business is given.

(b) All prices are quoted without commitment and are subject to alteration or withdraw by the seller without prior notice. Orders can only be accepted on condition that the prices charged are those ruling at the date of dispatch unless the seller specifically agrees in writing to engage a fixed price contract. Prices quoted and agreed include the cost of goods only and do not include delivery packaging or VAT unless where stated.

### DELIVERY/FITTING

3. (a) Delivery times stated are estimates only and time is not of the essence. Whilst every effort is made to ensure due performance the seller cannot accept responsibility for damages or consequential loss or damage arising out of delay or failure to deliver by the specified date.

(b) Orders that are sent by post either at the customer's request or at the discretion of the seller are dispatched entirely at the customers risk. The seller cannot accept responsibility should the Post Office or any other delivery service lose or delay delivery.

(c) The buyer shall provide at its own expense adequate assistance for unloading goods at their place of delivery within a reasonable time from the arrival of the delivery vehicle. In the event of default the buyer shall be liable for the additional cost of delivery or redelivery thereby occasioned.

(d) If a buyer fails to take delivery of the goods or any part of them on the due date for any reason whatsoever the seller will be entitled to charge for re-delivery and upon notice to the buyer delivery will be deemed to have taken place and the buyer will pay to the seller all costs and expenses including storage and insurance charges. Any delay or failure to deliver by the seller will not entitle the buyer to refuse delivery or to repudiate the contract and the full price will be payable to the seller without deduction.

(e) Non delivery or damage pilferage in transit must be reported in writing to the seller within 5 days of receipt of invoice or advice of dispatch. Where goods are collected from the seller by the buyer or a third party nominated by the buyer the risk in the goods passes to the buyer upon delivery to the buyer or such third party. Thereupon all liability of the seller in the goods for loss or destruction, breakages, shortages or non delivery shall cease.

(f) The address for delivery shall be the buyer's address as stated on the order unless otherwise agreed between the parties in writing.

(g) Once the goods are delivered and signed for either in good condition or unchecked, the seller cannot accept responsibility for any damage to said property.

### RETENTION OF TITLE

4. (a) The goods shall remain the property of the seller until full payment has been received (each order being considered as a whole) or until prior resale in which case the beneficial and legal entitlement of the seller shall attach to the proceeds of the resale or to the claim on those proceeds.

(b) Upon taking possession of the goods the buyer shall be a bailee of the goods for the seller until title has passed to the buyer and shall store the goods upon its premises separately from its own goods and shall clearly mark its goods, so that they are clearly identifiable as the goods of the seller.

(c) The buyer's right to possession of the goods will cease at the earliest of the following date:

- i. On expiration of any agreed period of credit or the due date for payment of any invoice has passed.
  - ii. If being an individual he commits an act of bankruptcy or makes a proposal to his creditors or does anything which would entitle a petition for a bankruptcy order to be made, or the seller believes on reasonable grounds that the same is likely to occur.
  - iii. If being a company it goes into liquidation or does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or to apply for an Administration order or the seller believes on reasonable grounds that the same is likely to occur.
  - iv. If the buyer does or fails to do anything which may in any way imperil the title of the seller to the goods.
- (d) The seller will have the right if paragraphs (a) (b) or (c) apply:
- i. To repossess the goods
  - ii. To use or sell all or any of the goods
  - iii. To enter any premises of the buyer for the aforesaid purposes.

#### CARRIAGE AND PACKING CHARGES

5. (a) Mainland - There is a charge on all orders for goods. Current charges can be found in the seller's most recent price list. Exceptions are single packages of hardware and sample colours which will be forwarded to the buyer by the seller at the request of the buyer by first class post to be charged at cost if agreed. It should be noted that the liability for such dispatches is held with the buyer. The seller will be responsible only for deliveries made to business addresses by our approved carrier. Prices are subject to VAT.
- (b) Northern Ireland / Isle of Man, Channel Islands and European deliveries shall be made by post or by courier at cost. Prices are subject to VAT.

#### SAMPLES

6. (a) Samples can be supplied to the buyer. Sample shutters/blinds can be supplied and invoiced at charges specified in the seller's price list or current newsletter if not returned within 1 month of dispatch.

#### MINIMUM ORDER

7. (a) There is no minimum order.

#### TRADING TERMS

8. (a) The company reserves the right to close existing accounts or refuse to open new accounts without being required to give notice or reasons. An account which has been dormant for a period of six months will be automatically closed, however, facilities to purchase products on a proforma basis may be offered at the company's discretion.
- (b) The buyer acknowledges the position of the seller as the supplier of the products having a high reputation and premium brand image, and will ensure that the products are resold and presented for resale in a manner which maintains and enhances that reputation.
- (c) No one involved in the operation of the account should be directly or indirectly engaged, concerned or interested in any way in the business of supplying **Palms Shutters** products by mail order from the approved premises or from any other location.

#### GUARANTEE

9. All products come with a standard 12 months guarantee.
- Under the guarantee period any damage to the products including product brackets & hinges, paint, fixtures and fittings and installation / labour or delivery charges.
- In the unlikely event that a damage occurs, a Palms Shutter representative will be sent out to estimate damage, repair or replace products.

## RETURNS

10. (a) Any defective goods must be returned within 7 days of being delivered/installed.

## LIABILITY

11. All goods are sold to the buyer on the following conditions and the buyer must ensure that the following conditions are incorporated into any contract with their own customer. The seller does not accept any responsibility arising from the buyer's failure to follow this condition.

(a) All goods should be fully inspected prior to installation. The buyer must check that the shutters are in accordance with the purchase order both for colour and design prior to installation. The seller cannot accept responsibility in circumstances where the buyer is not present at the delivery/installation address.

## JURISDICTION

12. These terms and conditions will be governed by and construed in accordance with the laws of the United Kingdom, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of London, United Kingdom.

### **About these website Terms and Conditions**

If you have any questions about this terms and conditions, the practices of this site, or your dealings with this site, please contact us at:

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