

Terms & Conditions

1. The following terms and conditions supersede any terms and conditions proposed by the buyer, and may not be varied except by written consent of one of the partners of HDB hereafter know as the company.

2. PRICE.

The company reserves the right to vary the price of goods if, after the date hereof, there is any increase or decrease in the total price of such goods to the company arising from any cause beyond their control provided that if any such price variation should increase the price of the goods by more than 10% over that price ruling at the date of the contract, the buyer may, by written notice to the company cancel their undelivered balance of the contract.

3. DELIVERY AND PASSING OF RISK.

a) Whilst the company will endeavour to deliver within the time specified, all delivery dates are approximate and in no circumstances will time be of essence to the contract.

b) Goods leave the company in good condition and the buyer accepts all risk from the time the goods leave the premises of the company. The transfer of all risk shall not be affected by any insurance taken out by the buyer.

4. PASSING OF PROPERTY

a) Notwithstanding delivery, the property in the goods shall remain in the company until the buyer has paid in full therefore, and the buyer hereby declares itself trustee of the goods for the company until sufficient payment is made and the buyer shall hold the goods and any proceeds of the sale of the goods and any right arising from any sale thereof as trustee for the company.

b) If payment is overdue in whole or in part, the company may (without prejudice to any of its rights) recover or recall the goods or any of them and may enter upon the buyers premises for that purpose. The conditions constitute authority to a third party to enter upon any other premises whatsoever the goods are situated for the purpose of recovering the goods or any of them.

c) Any losses sustained by the company upon such recovery of the goods as aforesaid, shall be paid by the buyer.

d) Furthermore, the company shall be entitled to make claim directly against the buyer's customer for any purchase money unpaid by the buyer provided that the company shall return to the buyer any monies recovered in excess of the amount then owed by the buyer to the company together with the costs and expenses involved in making such a claim.

e) Failure by the company to enforce any of the above remedies shall not be construed as a waiver of the company's rights hereunder.

5. EXPEDITED DELIVERY.

Should expedited delivery be agreed and necessitate overtime or additional costs, the said costs and overtime shall be paid by the buyer.

6. DELIVERY AND STORAGE CHARGES.

a) For details of delivery and administration application should be made to the company.

b) The company may at its absolute discretion, make a reasonable storage charge for custody of such goods standing to the buyer of the buyer's order.

7. CLAIMS AND LIABILITY

a) Each delivery shall be considered a separate transaction for which payment must be made, and the failure of any one delivery shall not affect the performance of the contract.

b) Any claim in respect of deficient delivery or missing goods must be notified to the carrier and the company by telephone within 24 hours of receipt of the delivery and confirm in writing to the company within 3 days thereafter. Non-delivery of a full consignment must be reported to the company within 7 days of the invoice date. In the absence of claims within these terms the goods shall be deemed to have been delivered in accordance with the contract, and in any event the company shall not be liable for any consequential loss however occasioned arising out of any failure to deliver goods of the quantities ordered.

c) The company will be prepared to consider claims concerning the quality of goods provided that such claims are notified to the company in writing within 14 days of receipt of the goods by the buyer and provided that the company shall not be liable in respect of any such goods which have been subsequently processed, cut and/ or installed unless fitted by the company. In any event the company's maximum liability will be limited to repayment of the purchase price or replacement of the goods and under no circumstances will any liability be accepted for any consequential loss however occasioned.

d) The company shall not be liable for any loss, injury, damage or deterioration arising directly or indirectly from the use, application or storage of any goods.

e) Whilst every endeavour will be made to deliver the quantity ordered, quotations are conditional upon stocks being available and the company shall not be liable for short delivery.

f) If the buyer has specified that the goods shall be of a certain colour or size, such specification shall be subject to reasonable commercial variation unless otherwise stated.

g) If the goods are subject to a claim, return of these goods will be refused without advanced authority from the company.

8. TERMINATION

The company may, without prejudice to its other rights and remedies, terminate the said contract if either there should be any breach of the contractual liabilities of the buyer or in the opinion of the company the financial responsibility of the buyer should become impaired or unsatisfactory. Under such circumstances all outstanding, unpaid invoices immediately become due for payment.

9. GENERAL LIEN.

The company shall in respect of all unpaid debts due from a buyer have a general lien on all goods and property in the hands of the company and shall be entitled on the expiration of the 14 days notice, to dispose of such goods and property as they think fit and to apply the proceeds towards such debts.

10. PAYMENTS.

a) Payment should be made by cheque, cash or bank transfer to HDB, Leigh house, Rookley, IOW PO38 3NL. Payment terms as per invoice. In the event of non-payment of the account the company reserves the right after one month to take steps to recover all monies due to them without prejudicing and further transactions between the company and buyer.

b) Under no circumstances shall the buyer be entitled to a right of set off against the company in respect of any payment due.

c) VAT will be charged at the rate applicable at the date of invoice.

d) If we are ready to deliver the goods on the date agreed in accordance with the contract and the customer delays or requests us to delay our delivery for any reason, we may present invoices for a full settlement within 30 days of the date previously agreed for delivery.

e) The company reserve the right to make a surcharge of 5% on any overdue account.

11. FRUSTRATION.

Every effort will be made to carry out the contract but its performance is subject to cancellation by the company or to such variations as they may find necessary due to inability to secure labour, materials or supplies or due to any Act of God, War, Strike, or other labour dispute, Fire, Flood, Drought, Legislation or other causes (Whether of the foregoing class or not), beyond the company's control.

12. DESIGNS.

Purchase acknowledgments our ownership of designs applied to goods and our copyright in such design whether registered or not. Except where we agree to confine a design to a buyer exclusively we reserve the right to apply the same designs in goods to other buyers. Any exclusivity we may grant to a buyer shall automatically expire after a period of 6 months unless we agree in writing to such exclusivity being extended.

13. ARBITRATION.

Any contract shall be made subject to English law.

14. Fabric- Colour variation.

a) Timberdrape is a natural product. Whilst every effort will be made by the company to match batches within the same order, this cannot be guaranteed. For greater consistency in colour, a painted or stained finish should be selected.

b) To ensure batch matching within a room, all blinds should be ordered at the same time. We cannot guarantee precise colour matching fabric from different batches.

c) All samples supplied are supplied subject to the condition that the actual order may be produced from a different batch and shall be subject to reasonable commercial variation unless otherwise stated.

d) Whilst the company will endeavour to avoid it, some splitting of the timberdrape may occur during manufacture.

15. SIZE LIMITATIONS

a) Whilst the company may consider manufacturing blinds outside of the size limitations, the guarantee is invalidated.

16. Guarantee

a) The company shall identify the customer for a period of 5 years from the date of dispatch in respect of defective workmanship and defective materials, but no further otherwise and such identity shall be subject to normal maintenance and usage.

b) Roof blinds should be completed closed and opened once a daily to avoid invalidating guarantee.

c) The company cannot be held responsible for marks and degradation due to dead insects and plant emissions.

17. Survey and Installation

a) All areas should be left empty for survey and installation.

b) Should any furniture need to be moved by the company or its agents, the company cannot be held responsible for any damage caused during removal or installation.

c) All dates and times arranged by the company or its agents are subject to change at no time will the company be liable for any costs incurred by the customer should the appointment be altered.

SIGNED:-

POSITION:- DATE:-