

Terms and Conditions of Sale

General

1. In these conditions the sale the 'seller' means Little White Shutter Company, or any authorised dealer, and the 'buyer' means the person, firm or company placing an order for goods or services, which are subject to these terms and conditions which are not variable except in writing signed by the seller.
2. The 'brand' means the Little White Shutter name and logo. It is owned by Mano(Europe)LLP, a registered company in the UK.
3. 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.
4. Periods of time referred to in these conditions of sale shall be of the essence.

Liability

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.

1. All **goods should be fully inspected prior to installation**. The buyer must check that the shutters and/or blinds 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.
2. He buyer must **check that shutters and/or blinds are to colour sample prior to installation**. The seller cannot guarantee precise colour matching against samples; our products are made from a natural material. Minor imperfections not readily apparent at a distance of 1.2mts under ordinary light will not be accepted as defects. Colour matching of finishing products (eg paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.
3. The seller cannot guarantee the goods against **fading** especially as a result of exposure to sunlight where fading will occur. Our goods are not guaranteed against extreme damp or variable conditions.
4. He seller reserves the right to withdraw any products and colours at any time without prior notice and cannot be held responsible for any consequences, caused by the **withdrawal** of such products.
5. Under no circumstances, except in respect of death or personal injury caused by the sellers negligence does the seller accept liability for **consequential loss**, damage costs or expenses, howsoever arising and any liability for any such consequential loss damage is hereby specifically excluded. Should a claim be made the seller's liability is limited to value of the order placed by the buyer.
6. The seller gives no **warranty** as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by the company; other installation and uses are the risk of the buyer.
7. **Tolerance levels** of overall panel specifications are plus or minus 2mm, and the product will not be considered defective if failing within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.
8. **Limitations**. It is recommended that panels be ordered within our normal specification range. For example, that panels above 1800mm in height are ordered with a divider rail, and that panel widths do not exceed 650mm. We may exceed the limitation at your request, but in doing so we cannot accept responsibility for problems that result.
9. If the client is not on site when property is **surveyed or installed** the shutters will be fitted in accordance to our standard practices unless agreed prior to confirmation. If they chose to install against our recommendation then liability will be theirs.
10. If **installers** are paid by the clients directly the seller cannot accept liability for any damage. The foregoing is in substitution for all other terms, express or implied relating to the quality or fitness for purpose, and all such terms are hereby excluded. This does not, however, affect the consumer's statutory rights.
11. The owner of the **brand** will not be responsible for the practices and methods used by authorised dealers in any way. The product warranty remains with the authorised dealer.

Payment Terms

1. Unless the seller has approved a **credit** application evidenced in writing, a 50% **deposit** is payable on all goods. All goods must be paid for prior to delivery or on completion of installation as agreed.
2. If **payment** is not made by the due date interest shall be charged thereon at a rate of 2.5% per month above the base rate of the Bank of England for the time being on a day to day basis.
3. If an **account** becomes overdue, orders will be suspended until the account is brought up to date. The seller reserves the right (without prejudice to any right to damages or other remedy available) to withhold further delivery to the buyer until payment in full, including any interest due, is made.
4. **Cheques** are not accepted as a method of payment.
5. **Deposits** are non-refundable. In certain circumstances, it may be possible to provide a partial refund where production has not started.
6. Where an **installation** is not fully completed due to the requirement for remedial works, the buyer is expected to pay for the goods installed and completed. No goods will be left on-site without payment in full.

Retention of Title

1. 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.
2. 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.
3. The buyer's right to **possession** of the goods will cease at the earliest of the following date:

- a. On expiration of any agreed period of credit, or the due date for payment of any invoice has passed
 - b. 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.
 - c. 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.
 - d. If the buyer does or fails to do anything which may in any way imperil the title of the seller to the goods.
4. The seller will have the right if paragraphs (a) (b) or (c) apply:
- a. To repossess the goods
 - b. To use or sell all or any of the goods
 - c. To enter any premises of the buyer for the aforesaid purposes