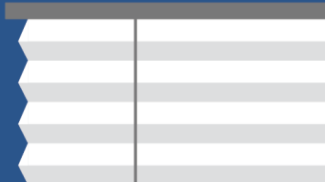


Don Smith Blinds

Conservatory, Gable & Window Blind Specialist



Terms and Conditions

Interpretation

1. In these Conditions, the following words shall have the following meanings:

- "Buyer"** means the person(s), firm or company who purchases the Goods from the Seller.
"Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
"Goods" means any Goods agreed in the contract to be supplied to the Buyer by the Seller.
"Seller" means Don Smith Blinds Ltd having its registered office at 4 Rothersthorpe Avenue, Northampton NN4 8JH.

- 1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at that relevant time.
1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

Application of Terms

- 2 The Contract will be on these terms to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
2.1 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and seller.

Orders and Specifications

- 3 Any quotation is given by the Seller on the basis that no contract shall come into existence until a written acknowledgement of order is issued by the seller or (if earlier) the Seller delivers the Goods to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.
3.1 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures or web sites are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this contract.
3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the seller any necessary information relating to the Goods within a sufficient time to enable the seller to perform the contract in accordance with its terms.
3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification supplied by the Buyer then the seller shall not be responsible to the Buyer for the accuracy or otherwise of the specification or the adequacy of any process applied and notwithstanding the foregoing when the Buyer supplies measurements all such measurements are at the Buyers risk.
3.4 The Seller will cancellation of ordered Goods in writing from the Buyer and on the terms that the Buyer will indemnify the Seller in full against the loss, (including the cost of any labour and materials used) damages, charges and expenses incurred by the Seller as a result of the cancellation.
3.5 The seller reserves the right to make any changes in the specification of the Goods, which do not materially affect their quality or performance.
3.6 Where the contract provides for installation of the Goods, the Buyer shall afford the Seller and its agents and personnel a safe working environment and access to the relevant premises. Should the Buyer fail to provide access then the Seller shall be entitled to invoice the Buyer for all reasonable travelling and other expenses incurred or suffered by the Seller as a result that failure. Should any of the Seller's agents or personnel suffer any injury during installation then the Buyer agrees to indemnify and keep the Seller indemnified against all loss, damages, costs, expenses arising directly or indirectly from such injury.

Price and terms of Payment

- 4 The price of the Goods (including any delivery charge) shall be the seller's quoted price, or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order from the Buyer by the Seller.
4.1 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the cost of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any currency fluctuation or regulation, alteration of duties, significant increase in the costs of labour, materials, and other such costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
4.2 Initial orders are based on pro-forma payment.
4.3 The Buyer shall pay for the invoiced price of the Goods without deductions within 30 days from the date of invoice with the exception of the Survey, Measure & Fit service where payment is to be made to the Seller within 14 days from the date of installation of the Goods.
4.4 On single orders with a value over £3000 the Buyer must pay a 25% deposit when the order is placed with the Seller.
4.5 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries to the Buyer and withdraw any credit terms, charge the Buyer interest both before and after any judgement on the amount unpaid, at the rate of 3% per annum above the Nat West Bank base rate (calculated daily), until payment in full is made, charge the Buyer all costs incurred if invoices remain unpaid and have to be passed to a Debt Recovery Agency.

Delivery

- 5 The Seller shall deliver the Goods ordered by the Buyer to the address for delivery specified on the order.
5.1 Any dates quoted for delivery of the Goods are approximate dates only and the seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for the delivery shall not be of the essence of the contract unless previously agreed by the Seller in writing.

Notification of Damage

- 6 Any claim by the Buyer which is based on any defect in the condition or quality of the Goods or their failure to correspond with the specification be notified to the Seller within 3 days from the date of delivery or installation (if the latter forms part of the contract).

Risk/Title of Goods

- 7** The Goods are at the risk of the Buyer from the time of collection or delivery. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.
- 7.1** Until such time as ownership of the Goods has passed to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

Liability

- 8** If the Goods delivered are damaged or defective or the delivery is of an incorrect quantity, the Seller shall have no liability to the Buyer unless the Buyer notifies the Seller in writing of the problem within 3 working days of the delivery of the Goods.
- 8.1** Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or the proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 8.2** Save as precluded by law, the Seller will not be liable to the Buyer for any indirect or consequential loss, damage or expense (including loss of profits, business or goodwill) howsoever arising under or in connection with the contract and the Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund to the Buyer the amount paid by the Buyer for the Goods under condition 8.1 above.
- 8.3** Notwithstanding the foregoing, nothing in these conditions is intended to limit any rights the Buyer might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit the Seller's liability to the Buyer for any death or personal injury resulting from the Seller's negligence.

Invalidity

- 9** If any of these conditions (or part thereof) is unenforceable (including any provision in which the seller excludes its liability to the Buyer) the enforceability of the remaining conditions (or remaining part of any condition) will not be affected.

Third Party Rights

- 10** Notwithstanding any other provision of the contract, nothing in the contract confers or purports to confer any right to enforce any of its Terms on any other person who is not a party to it.

Governing Law

- 11** The contract shall be governed and interpreted in accordance with English Law, and English Courts shall have jurisdiction to resolve any disputes between the Seller and the Buyer.