

## Terms of Business

Throughout these terms and conditions, Goods refers to the shutters or window dressings as supplied by Buzzard Shutters (and herewith referred to as Buzzard Shutters) and purchased by you.

Us, Our, Ours, We - refers to Buzzard Shutters.

You, Your, Yours - refers to the person purchasing the goods from Buzzard Shutters.

### 1. Our Contract

1.1 A contract between You and Us shall be deemed legally binding on acceptance of Your order.

1.2 Our acceptance of Your order is given when You make payment to Us

### 2. Price

2.1 The price detailed on Our quote will be the price payable by You and includes applicable UK taxes.

2.2 Upon acceptance of Your order as per section 1.1, payment is due as detailed in Your quotation.

### 3. Order Cancellation by You (custom made Goods)

3.1 Orders may only be cancelled if you request this before the production of Your shutters begins.

3.2 Orders which have proceeded to production cannot be cancelled. As soon as payment by You has been made, the production process begins on that same day.

3.3 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, state that made to measure Goods are excluded from this legislation and that the 14 day cancellation rights do not apply. The Goods supplied by us to You are made to measure.

### 4. Order Cancellation by Us

4.1 In certain situations it may be necessary for Us to cancel Your order. This may be due to a production issue or other circumstance outside of Our control. In the event of this occurring We will notify you and refund any money You have paid Us.

4.2 We will not be liable for any compensation payment in the event of order cancellation by Us.

4.3 We will have no liability for any damage or consequential loss caused by Us cancelling Your order in accordance with clause 4.1 above.

### 5. Product Description

5.1 We have done everything to ensure that the information provided to you is accurate, correct and true. If You are in any doubt about the information you should request clarification before ordering.

5.2 As with all wooden products, shading differences may occur between the colours as displayed and that in the finished Goods as purchased by You. We cannot accept any returns or authorise any refunds for any disappointment resulting from natural shading variations.

### 6. Product Measurements

6.1 If the measurements You supply to Us vary from Your actual requirements We cannot accept liability and will not accept return of the Goods or issue a refund provided that the Goods have been manufactured in accordance with the measurements You supplied to Us.

6.2 If the measurements We take vary from Your actual requirements We will accept liability and will provide a replacement at Our cost

6.3 Manufacturing tolerance levels of overall panel and frame specifications are plus or minus 2mm, and the product will not be considered defective if falling within the size range.

6.4 Horizontal Middle Rail location. Your requested location can be adjusted at manufacturing by + or - ½ of the louvre size Used.

**7. Delivering Your Goods.**

7.1 We will despatch Your Shutters as soon as the goods are ready. We quote a lead time of 10 Weeks for delivery of Your shutters from the point of payment or survey, whichever is the later. This is an estimate only and time is not of the essence.

7.2 While We make every effort to ensure that delivery times are met We cannot accept responsibility for any damage or consequential loss arising out of any delay. In addition to this, if you are booking a third party (an installer or carpenter) to install Your shutters, please do not confirm any dates with them until you have taken delivery of all of Your shutters.

7.3 Ownership & title of the goods will pass to You upon final balance payment or if paid in full at the point of order, upon delivery to Our storage facilities.

**8. Liability**

8.1 If the product is installed by You or a third party, Buzzard Shutters cannot accept any responsibility for damage to the product at installation.

8.2 If You choose to pay a third party for the purpose of installing the goods and problems arise during installation We will not accept any liability for the work carried out by such third parties.

8.3 We give no warranty as to the fitness of the product supplied other than that of an internal window dressing. Other installation and Uses are at Your risk.

**9. Defective Goods**

9.1 All Goods as supplied by Buzzard Shutters are covered by a guarantee against manufacturing defects, provided by the importers. The guarantee period is 60 Months from the date Your goods are delivered to Us. We will repair or replace shutters with manufacturing defects at Our discretion.

9.2 The applicable guarantee period begins when the Goods are delivered to Us.

9.3 Any issues You report to Us must be accompanied by clear photographic evidence.

9.4 We shall not be held liable for any costs incurred by You or any third party who has been employed by You to install the shutters. In the event of defective or damaged shutters needing to be replaced, We shall not be responsible for any costs incurred by You for the refitting of the replacement shutters or for room decorating.

9.5 If the Goods are deemed defective, We will offer You replacement of the Goods or a suitable alternative as deemed by Us.

9.6 The Goods are made from a natural material, as such minor imperfections not readily apparent with the naked eye at a distance of 150 centimetres, under ordinary light will not be accepted as defects.

**10. Payment Security**

10.1 We pledge to You to retain all credit card and payment information within a completely secure environment, doing everything within Our power to ensure no other party outside of Buzzard Shutters has access to this information.

**11. Governing Law**

11.1 This contract is subject to the English Law and the exclusive jurisdiction of the English courts.