



## Terms and Conditions

### 1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 “Company” shall mean HiTech Blinds Ltd, Unit 5 Maxwell Road, Woodston Industrial Estate, Peterborough, PE2 7JB
- 1.2 “Customer” shall mean any person(s) or company who purchase Products direct from the Company.
- 1.3 “Product” shall mean IGU’s supplied with Integral Blinds.
- 1.4 “Quotations” (referred to herein as Quotes) shall mean a document produced by the Company and issued to the Customer, which will include the required specifications and prices for the supply of Products to the Customer.
- 1.5 “Purchase Order” shall mean a document produced by the Customer and sent the Company to purchase the supply of the Product from the Company
- 1.6 “Standard Unit” shall mean the Company’s Magnet Controlled Integral Blind Unit.
- 1.7 “Standard Unit Specification” shall mean 4-20-4 (Clear Toughened Outer Pane, Black Spacer, Toughened Low-E Inner pane and Argon gas), other specifications are available on requests.

### 2. GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts of sale of Products from the Company to the Customer, (except those in accordance with figure 2.4)
- 2.2 If a Customer request a Quote or places a Purchase Order this shall be regarded as evidence of the Customer’s acceptance of these Terms and Conditions
- 2.3 The Company Reserves the right to alter, add or subtract from these Terms and Conditions at any time. The website [www.hitechblinds.co.uk](http://www.hitechblinds.co.uk) will have the most up to date version of these Terms and Conditions and these will replace any previously agreed and it is the Customers responsibility to make themselves aware of these.
- 2.4 Any variations in the Terms and Conditions (including any special agreements between the Customer and Company) shall be inapplicable unless confirmed in writing by the Company.

### 3. QUOTATIONS

- 3.1 Quotes prepared by the Company are based on the interpretation of the details supplied by the Customer. It is the responsibility of the Customer to ensure that the Quote is accurate and must be signed off by them prior to it being copied into a Purchase Order

- 3.2 The Company accepts no responsibility for quotes that have not been accurately checked and signed off by the Customer prior to being copied into a Purchase Order. Any such Purchase Orders that have gone into production and subsequent re-orders will be chargeable to the Customer.
- 3.3 All Quotes are valid for a 1 month period from the day they are sent to the Customer, no extension can be made, unless it has been previously agreed in writing by the Company.

#### **4. PURCHASE ORDERS**

- 4.1 All Purchase Orders are only accepted on condition of these Terms and Conditions.
- 4.2 Any Purchase Order is subject to acceptance by the Company.
- 4.3 All Purchase Orders must be received and where applicable, payment should be made, by 12pm on Fridays (the Company's official cut-off time). Any Purchase orders or payments received after this time will automatically move to the following order period.
- 4.4 Verbal Purchase Orders can only be accepted (on rare occasions), if the Customer confirms in writing to the Company later. If this does not happen, then the Company accepts no responsibility for that specific Purchase Order.
- 4.5 From time of confirmation that a Purchase Order has been place the customer can change or cancel that order with 24 hours, there after no Purchase Order can be amended or cancelled without written permissions of the Company. If, on amendment/cancellation, a Purchase Order it is already in production then this and any other Purchase Order will be chargeable to the Customer.
- 4.6 All Purchase Orders will have an 'Order Acknowledgement' emailed direct to the Customer.
- 4.7 Changes to any Purchase Order must be confirmed in writing to the Company, however, if that Purchase Order in in production then no changes can be made, (except those in accordance with figure 4.5). Where this is the case, the Customer will need to provide another Purchase Order and will be liable for the cost for both Purchase Orders.

#### **5. LEAD TIMES**

- 5.1 The estimated lead time for all Purchase Orders is 4 weeks, (except those in accordance with figure 5.2).
- 5.2 Some specific types of Purchase Orders, such as Dual Colour, other non-magnetic operated integral blinds, bespoke colour blinds (this is not a definitive list) will be longer than the normal 4 week lead time. Where this is the case the Company will inform the Customer at the time of receiving their Purchase Order.

## 6. DELIVERY AND TRANSPORT

- 6.1 The date of delivery on all order acknowledgements is an estimate only. The Customer will be contacted no less than 1 day of the actual delivery.
- 6.2 It is the Customers responsibility to ensure that there is sufficient man-power to off-load all deliveries.
- 6.3 Where the Company is delivering direct to site for the Customer, the Customer needs to provide the name, address and telephone number of the site contact in writing to the Company at the time of placing their Purchase order. Site deliveries will also be subject to figure 6.1 & 6.2.
- 6.4 If the Company has made every reasonable effort to make a delivery and the Customer refuses or is unable to accept delivery, then the Company will re-make the delivery at a time that is convenient to them (the Company) and where necessary a further delivery charge will be made subject to figure 6.5. The Company also has the right in these circumstances to charge at reasonable rates for the handling and storage of the Product.
- 6.5 All orders will be subject to a delivery charge, this is standard fee depending on the distance the Customers delivery address is from the Company, and details of these charges available at request from the Company. The Company reserves the right to alter these charges at any time
- 6.6 While the Company will endeavour to comply with any delivery date, the Company cannot be held responsible for any third-party costs incurred by the Customer caused by late deliveries.
- 6.7 Our standard integral blinds system should be transported with the magnet in place on the sealed units and with the head rail at the top or lying on its longest edge. The blinds should be in the open position. If we provide an alternative system that uses cords or wands these should to be transported without the controller attached and either lying on its longest edge or with the head rail at the top. All units except those outlined in figure 6.8 must be transported in the manor.
- 6.8 Tilt only units should be transported standing in an upright position.
- 6.9 No unit should be transported or stored on the headrail. Each unit has a red sticker attached to it to warn of this.

## 7. Minimum Area and Payment

- 7.1 All customers are subject to minimum chargeable area of 0.3m<sup>2</sup>.
- 7.2 Non-account Customers will receive a Pro-Forma Invoice, and these are subject to the following:
- i. On the initial order 100% of the balance will be due at the time of placing the order.
  - ii. On all subsequent orders, 100% of the balance will be due unless alternative terms have been negotiated with the Company.

- iii. All orders must be paid for in full prior to delivery.
  - iv. Payments are to be made either by card or BACS transfer.
  - v. A full invoice will be sent to the Customer once on the day of delivery has been made.
- 7.3 Credit Accounts are subject to an application being made by the Customer to the Company and a full credit check. If a credit account is opened the Company will inform the Customer in writing, the credit limit and the terms of the account (normally 30 days month end). All credit accounts are subject to a yearly review. The Company reserves the right to alter, without prejudice, the credit limit at any time and will inform the Customer of any changes in writing.
- 7.4 The Company has the right to refuse, place on hold and/or cancel credit account at any time. The Company must inform the Customer of this in writing. If a Customers account is cancelled, the balance of the account will become due and it is Customers responsibility to make full payment at the time of cancellation.
- 7.5 The Customer is responsible for ensuring all payments are made on time.
- 7.6 The Company has the right to levy interest and account management charges on:
- i. All overdue accounts
  - ii. For all costs incurred in pursuing overdue accounts.

## **8. CANCELLATIONS**

- 8.1 It is the Customers responsibility to inform the Company in writing of their intention to cancel.
- 8.2 All product manufactured by the Company are bespoke. Once the order has been placed with the Company's supplier there is 'No Right to Cancel' (except those in accordance with figure 4.5). Where this is the case the Company will charge for all goods that have been placed on that Purchase Order and the Customer will be liable for these costs.

## **9. SUBSTITUTED GOODS AND RIGHT TO ALTER/VARY/REMOVE PRODUCTS**

- 9.1 The Company reserves the right to substitute goods ordered by the Customer at any time provided that such substituted goods are:
- i. No less suitable for the purpose for which they are generally used than the goods ordered by the Customer.
  - ii. That the Company will replace goods under a warranty claim with the closest match.
- 9.2 The Company accepts no responsibility for goods supplied, as a replacement, by their supplier that does not exactly match the Customers original order, except those in accordance with figure 9.1i. & 9.1ii.
- 9.3 The Company reserves the right to alter or vary their product at any time without notice in either design or specification.

9.4 The Company reserves the right to withdraw from supply any product at any time without notice.

## 10. WARRANTY, LIMITATIONS AND LIABILITY

10.1 Products may be delivered in wooden boxes, specialised containers, vans kitted out for delivery of the Product or of stillages designed for such delivery. In the case where the Product has been damaged or lost in transit we will at repair or replace same if:

- i. Where it is discovered that a Product is damaged in transit that your representative has noted this on the Company's delivery note, signed and returned to our driver. The Customer will need to inform the Company in writing that the Product has been received damaged, and that a repair or replacement is needed within 24 hours. *If safe to do so the Product should be returned to the Company.*
- ii. Where it is discovered that a Product is short from a delivery your representative has noted this on Company's delivery note, signed and returned to our driver. The Customer will need to inform the Company in writing the details of any shortages on delivery within 24 hours.
- iii. All other defects noted must be reported in writing to the Company, giving full particulars, within 3 days of delivery to the Customer.

We shall not be liable for any loss or damage in transit, except as above.

10.2 The warranty on the Company's Standard Unit is 10 years from the date of delivery to the Customer in respect of the Product supplied for PVCu and Aluminium Frames and 5 Years from the date of delivery to the Customer in respect of the Product supplied for Timber Frames.

10.3 The Warranty Covers:

- i. The functionality and operation of the blind itself.
- ii. Slats including and below the second slat down from the top with visual separation when viewed at 90 degrees.
- iii. Deflection of the Standard Unit in temperatures above 5° C that interferes with the function and operation of the blinds.
- iv. The integrity of the seal on the sealed unit, providing the unit has been transported and glazed in line with best practice and our advice.

10.4 The Warranty Excludes:

- i. Minor paint defects or inconsistencies in colour

Minor marks, scratches, blemishes or imperfections in the glass which are not guaranteed by glass manufacturers (not noticeable at a distance of 3m, as per GGF guidance, '**Quality of Vision Ref (30.4)**' <https://www.ggf.org.uk/publications/window-installation/quality-vision-ref-30-4/>).

- ii. Any marks or scratches to the external surfaces of the glass after the Customer has accepted delivery.
- iii. Any Product which have not been handled, stored, transported, installed and maintained completely as per our instructions and in accordance with the glazing and maintenance instructions of the Glass and Glazing Federation manual (GGF).

- iv. Any Product that has been altered or repaired in any way by the Customer.
- v. Any Product that has been incorrectly stored or transported by the Customer.
- vi. Any Product that has been used for any other purpose other than which it was produced for (see tolerance and conformity sheet – available on request).
- vii. Other rare issues such as Glass distortion or deflection, dust or small manufacturing particles in the cavity, tramlining on coated performance glass by blind or internal ladder cord
- viii. Uneven stacking of slats up to 20mm out of level for every 700mm of width. (see tolerance and conformity sheet).
- ix. Small gaps in the joints of cassettes (see tolerance and conformity sheet).
- x. Products displaying the optical phenomenon occasionally seen as interference colour bands known as 'Brewster's' Fringes'.
- xi. Magnets and guiderails

10.5 All other no Standard Units, such as electric, battery and cord operated blinds all come with a 5-year warranty, as per our suppliers T & C's.

10.6 All our units will conform to the relevant Visual Quality standard of the Glass and Glazing Federation (GGF).

## **11. Force Majeure**

11.1 In the event of an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or acts or threats of terrorism, both the Company and the Customer shall be relieved of liability incurred under the contract wherever and to the extent to fulfilment of such obligation is prevented by such an event.

## **12. Governing Law**

12.1 These agreements shall be governed by and constructed in accordance with the laws of England and Wales and both parties thereby agree to submit to the jurisdiction of the courts