

# Sandown & Bourne

## CONDITIONS OF SALE

Throughout these conditions, Dandyliion Designs is the “Seller”, and the business or person placing the order is the “Buyer”.

### **Prices**

The prices given in the price list may be altered in writing by the Seller at any time to take reasonable account of major fluctuations in the exchange rate and market conditions or cost. All Customers must submit **VAT numbers** for our accounts department.

### **Payment**

All invoices are due strictly 30 days net following date of invoice. Late payment may attract interest at 2% over The Bank of England base rate.

### **Delivery**

Any time given for delivery is an estimate only, and although all reasonable steps will be taken to meet the estimate, the Seller will not be held responsible for damage or loss arising directly or indirectly out of delay. Delivery charges per parcel will be charged as per carrier rate on a standard delivery. Rates for carriage and delivery are available on request. If the goods supplied by the Seller are in any way not in accordance with the order by the Buyer, the Buyer must notify the Seller in writing within seven working days of delivery.

### **Quality**

If the Buyer believes that there is a fault with the product, the Buyer must notify the Seller within 7 days. The Seller will check the quality of the product and determine if there is a fault or not. A Buyer changing their mind does not qualify for a refund. We must explicitly reserve the right to variations in quality and colour in so far as they appear to fall under the trade and technical practices, as well as to differences in width of 5% more or less.

### **Warranty**

The Seller does not give or imply any warranty as regards to the quality or suitability of the goods, unless specifically and separately done so in writing upon request and after having been appraised of all relevant details concerning proposed usage of the goods.

### **Ownership**

The goods supplied remain the property of the Seller until fully paid for. During the period between supply of the goods by the Seller and payment by the Buyer, the Buyer is fully responsible for the care and condition of the goods. In the event of the Buyer going into receivership, liquidation or voluntary administration agreement, the Buyer's right to possession ceases, and the Seller may demand immediate return of the goods.

### **Responsibility**

Although every care is taken with the preparation and shipment of orders by the Seller, mistakes can happen, and it is the responsibility of the Buyer to check with goods on arrival to ensure that the colour, quantity and quality are correct. The Seller accepts no responsibility once the fabric has been cut.

### **Return of the Goods**

The Seller will accept the return of the goods provided that the goods are returned in the same condition as supplied, and that the Seller has agreed in advance of their return. If the goods are returned because of a change of requirements or cancellation by the Buyer, the Seller may apply a surcharge of up to 50% of the value of the goods to cover the cost of transport and restocking.

### **Force Majeure**

In the event of circumstances failing with the normal meaning of Force Majeure, including such circumstances affecting the Seller's suppliers, the Seller shall be relieved of all liabilities caused by such circumstances.

### **Service**

Any notice served on the Buyer shall be deemed to have been sufficiently served providing it is addressed to the Buyer's last know place of business by ordinary post, where or not the document is returned by Royal Mail.

### **Selection of Customers**

The Seller retains the right to supply goods only to those Buyers who in the opinion of the Seller demonstrate their ability and commitment to provide a personal and expert service to the customers. A Buyer who operates solely on a mail order basis is not considered to be providing such a service. The Seller may at any time review the fitness of the Buyer to do so, and refuse to supply the Buyer.

### **Acceptance of Conditions of Sale**

The placing of an order by the Buyer will be taken by the Seller as acceptance of these Conditions of Sale.

### **Law**

All contracts between the Seller and the Buyer will be governed by English Law.

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## PRODUCT AND TECHNICAL INFORMATION

### **Composition**

Please note that a fibre tolerance of 3% between actual composition and what is quoted is possible.

### **Pattern Repeat**

Repeats and cloth widths are accurate to + or – 5%.

Please note that a fabric is not a stable product and can become distorted. Whilst every effort is made to avoid this, a commercial tolerance is expected. Please check pattern alignment before the cloth is cut.

### **Faulty Goods**

Please inspect fabric before cutting. Goods cannot be returned once cut or treated. Whilst every effort is made to ensure that your product is received in the best possible condition, damage and creasing can occur in transit.

### **Treatments**

We cannot accept any liability for any changes in the appearance, performance, or quality of our fabrics which have been subjected to any kind of treatment or processing after purchase. Fabrics may shrink between 3%, therefore please allow for this when ordering.

### **Wash Care**

Please follow the wash care instructions as shown in the price list. Please note that detergents containing optical whiteners will lighten the appearance of the cloth. Coloured items should always be washed separately. Lined curtains should always be dry cleaned to avoid different movement between the face and lining materials.

### **Atmospheric Conditions**

Atmospheric conditions vary and we cannot accept responsibility of the movement of curtains when hung.

### **Shrinkage**

The possibility of shrinkage should be considered when making curtains, loose covers, etc. An allowance of at least 5% in the header or hem is recommended.

### **Colour Matching**

Every effort is made to achieve the closest colour matching between batches, coordinated designs, and our sample books. However, we cannot guarantee to match every shade exactly.