



www.colorway-blinds.co.uk

TRADING NAME

TRADING ADDRESS

TEL NO.

FAX NO.

MOBILE NO.

EMAIL

VAT REG NO.

POST CODE

COMPANY REG. NO.

REGISTERED OFFICE ADDRESS

HOME ADDRESS (if not Ltd Company)

DIRECTORS or PROPRIETORS NAMES  
(1) (4)  
(2) (5)  
(3) (6)

CONTACT NAME

POSITION HELD

TYPE OF BUSINESS

YEAR ESTABLISHED

BANK DETAILS (name & address)

SORT CODE

ACCOUNT NO.

TRADE REFERENCES	Account No	Fax No	Tel No.	Rec'd tick
1.				
2.				
3.				

I/We hereby declare that the above information is true and correct. I/We will strictly adhere to your credit terms of invoices dated 1st to 31st of each month payable the following 20th Nett. I/We confirm that we have received, read and fully understood your terms and conditions and enclose a company letterhead.

SIGNATURE

NAME & POSITION  
(block capitals)

DATE

## Dixon Fox Group Ltd T/A Colorway Blinds (“The Company”)

### CONDITIONS OF SALE

1. The terms and conditions set out below shall apply without variation to every contract entered into by the Company for the sale of goods unless a variation thereto is expressly agreed in writing by the Company. These terms and conditions shall apply notwithstanding any inconsistency between them and the terms and conditions of any form of contract sent by the customer to the Company.
2. The Company will make every endeavour to adhere to any delivery date specified in the contract but does not guarantee that any goods will be delivered by such date and the Company shall not be liable for any loss or damage of any kind and howsoever arising by reason of any failure on the part of the Company to deliver on such stated date.
3. The price of the goods unless otherwise agreed is as stated in the acknowledgement of order or if there is no such acknowledgement in the Company's price list current at the date of the delivery of the goods to the customer.
  - 3.1. The customer shall pay to the Company reasonable storage charges for any period subsequent to the date of delivery during which the customer fails or neglects for whatever reason whatsoever to take delivery of the goods.
  - 3.2. All goods ordered shall unless otherwise agreed in writing be paid for not later than the 20<sup>th</sup> of the month following the month of delivery.
  - 3.3. If for any reason whatsoever payment of the price for the goods or any instalment therefore is not made by the date it is due then the customer shall be liable to pay interest on the amount unpaid at the rate of 1 ½ % per month from the due date until payment is received by the company.
  - 3.4. In addition to the price of the goods the customer shall also pay the Company in respect thereof Value Added Tax at the rate appropriate at the date of invoice.
4. Without prejudice to the subsequent provisions of this clause no warranty condition or representation express or implied as to description condition quality or suitability of any goods hereby sold (whether collateral to the contract or otherwise) is given by the Company or deemed to be or have been given or implied and any statutory or other warranty condition or representation whether express or implied and whether collateral to the contract or otherwise is hereby excluded and extinguished.
  - 4.1. The Company accept no liability whatsoever for any loss or damage whether consequential or direct and whether suffered by or occasioned to the customer the employees or agents of any customer or third parties which may arise after delivery of the goods.
  - 4.2. The Company at its absolute discretion may put right, furnish a replacement or accept return of any goods which under proper usage proves unserviceable owing to defective material or workmanship therein within six weeks after delivery of the goods provided that the defect is reported to the Company immediately it is discovered by the customer. Where the Company adopts to accept return of the goods the Company will refund the purchase price in full upon safe receipt of the goods in good condition at its premises whereupon the customer shall have no further claim against the Company.
5. The goods and the parts therefore shall from delivery be at the risk of the customer who shall insure the goods for the period from the date of delivery until the passing of the property in the goods to the customer against any loss or damage thereto or any part thereof.
6. The property in the goods shall not pass to the customer whether or not it has taken delivery of the goods or any part thereof until the customer shall pay the Company the whole of the sum due to the Company under the contract.
7. All details contained in the Company's specification catalogues brochures photographs descriptive materials and technical literature and advertisements have been carefully prepared to avoid errors but their accuracy is not guaranteed and the Company shall not be liable for any inaccuracies or omissions.
8. The above conditions shall be interpreted according to and governed by English Law which is hereby declared to be the proper law of the contract and the parties hereto submit to the jurisdiction of the English Courts.

Dixon Fox Group Ltd  
Bramley Business Park, Railsfield Rise  
Bramley, Leeds LS13 3SA