

BI-FOLD TRACK SYSTEMS TECHNICAL SPECIFICATIONS



2021 Version 1.1



TRACK SYSTEMS SPECIFICATIONS CONTENTS

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BI-FOLD TRACK OVERVIEW

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There are four track systems available:

Bi-fold 90° (Outside, Semi Outside & Inside Mount)

Shutters fold 90° to the frame only leaving shutters to protrude into room. Bi-fold and Multi-fold are available in all materials.

Floating 90° (Outside, Semi Outside & Inside Mount)

Shutters can be hinged as two or four panel groups to fold and slide in either direction. This gives greater flexibility on shutter positions. Available in all materials.

Bi-Fold 180°

Ideal for outside mount applications where you would like the shutters to fold back against the wall, 180° tracked shutters have a system which un-clips the second panel on the track. Available in all materials.

Please note: If it is in front of a doorway please specify in the notes and the bottom board will be made in Java.

By-Pass (Outside, Semi Outside & Inside Mount)

Shutters up to three tracks deep can be ordered to give many by-pass options to the end user. By-pass can be ordered in either open or closed bypass - meaning louvres will need to be either open or closed to by-pass each other. Available in all materials.

Note: 3 Track is only available in Samoa, Fiji and Cuba.

Top-track

Shutters with top tracks are generally fitted to larger windows, where more than the recommended number of panels are required to cover the window. They are ideal for patio or French doors as they give good support to the panels, without the need for a bottom frame.

Top-tracks are available in a bright white, metallic grey and bronze. The required colour should be specified by the distributor on Gateway if it differs from below spec.

Please refer to colour coordination chart on page 4 for full details track colour details.

Bottom-track (Only available in anodized)

If required, a bottom track can also be installed below the panels. This serves as a guide for the panels, prevents panel swing when folded back and part-fills the 19mm gap below the panels.

NB. Bottom track will be supplied as default for all multi-fold installations and is optional for bi-fold please note.

Frames split when the frames length exceed the below limitation. When frame lengths (including shutter frames, batten, fascia, header and tracks for track system) exceed the below limitation, then the frames will be split as the below chart describes. Please review the chart for reference.

Shipping Method	Program	Frame Length (L) (mm)
Standard shipping	all programs	3630<L≤7260 (2 sections)/ L>7260 (3 sections)
Airfreight	all programs	3048<L≤6096 (2 sections)/ 6096<L≤9144 (3 sections)

DEFAULT COLOUR COORDINATION CHART

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SPEC04-2019

COLOURS

Please note, colour availability differs between material ranges. Please ensure you check the individual material specifications for availability of colours in each range.

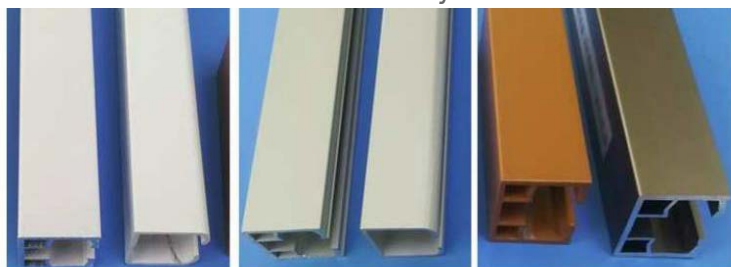
PAINT COLOURS AND TRACK COLOUR COORDINATION CHART

Colour ID	Colour Name	Default Top & Bottom Track Colours
001	Pure White	Bright White
002	Extra White	Bright White
003	Silk White	Bright White
004	Bright White	Bright White
006	Pearl	Bright White
007	Ivory Lace	Metallic Grey
009	Creamy	Bright White
011	Cameo	Metallic Grey
012	Crisp Linen	Metallic Grey
013	Bisque	Metallic Grey
014	Alabaster	Metallic Grey
016	Butter	Metallic Grey
019	String	Bronze
030	Moondust	Metallic Grey
032	Sea Mist	Metallic Grey
048	Chai	Bronze
049	Stone Grey	Bronze
051	Brown Grey	Bronze
053	Clay	Bronze
066	Winchester White	Metallic Grey
072	Mattingley	Metallic Grey
080	Taupe Grey	Metallic Grey
836	Classic Black	Bronze

STAIN COLOURS AND TRACK COLOUR COORDINATION CHART

Colour ID	Colour Name	Default Top & Bottom Track Colours
108	Rustic Grey	Bronze
109	Weathered Teak	Bronze
110	Limed White	Bronze
111	Pebble	Metallic Grey
114	Taupe	Bronze
202	Golden Oak	Bronze
204	Oak Mantel	Bronze
205	Goldenrod	Bronze
211	Cherry	Bronze
212	Dark Teak	Bronze
215	Cordovan	Bronze
219	Mahogany	Bronze
220	New Ebony	Bronze
221	Walnut	Bronze
227	Red Oak	Bronze
229	Rich Walnut	Bronze
230	Old Teak	Bronze
232	Red Mahogany	Bronze
233	Dark Mahogany	Bronze
237	Wenge	Bronze
242	Auburn	Bronze
246	Matte Black	Bronze
252	Toffee	Bronze
254	Driftwood	Metallic Grey
255	Silver Grey	Metallic Grey
256	Mist	Metallic Grey
862	French Oak	Bronze

White Bright White Anodised Silver Metallic Grey Coffee Bronze



Please note, when the bottom track colours are bright white and metallic grey, the default spring loaded guide colour will be white. When the bottom track colour is bronze, the default spring loaded guide colour will be coffee.

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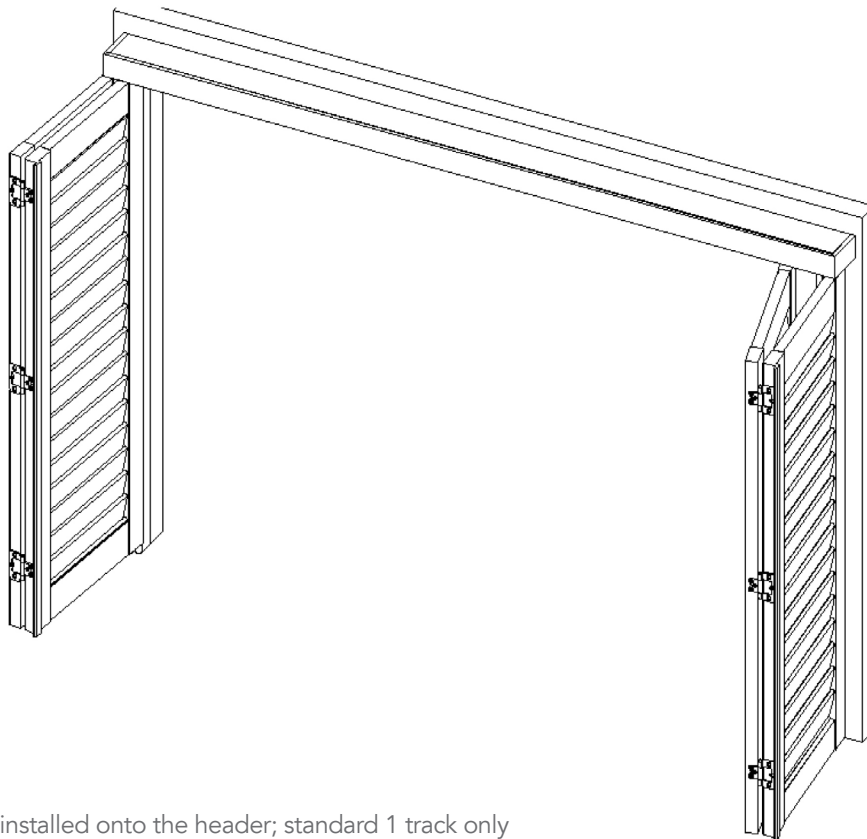
TRACK SHUTTERS

BI-FOLD 90°

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SPEC05-2019

GUIDELINES AND SPECS	
Material	Available for all shutters materials
Stile	41.3mm, 50.8mm and 57mm rebate and butt stiles are available. Centre stile and D Mould stile are not available.
Panel Size Limitation	Same as the regular shutter spec.
Size Definition	<p><u>Outside Mount</u> Max frame-to-frame width: window width + 89mm Max frame-to-frame height: window height + 114.3mm</p> <p><u>Semi-Inside Mount</u> Max frame-to-frame width: window width - 3.2mm Max frame-to-frame height: window height + 34.9mm</p> <p><u>Inside Mount</u> Max frame-to-frame width: window width - 3.2mm Max frame-to-frame height: window height - 3.2mm</p>

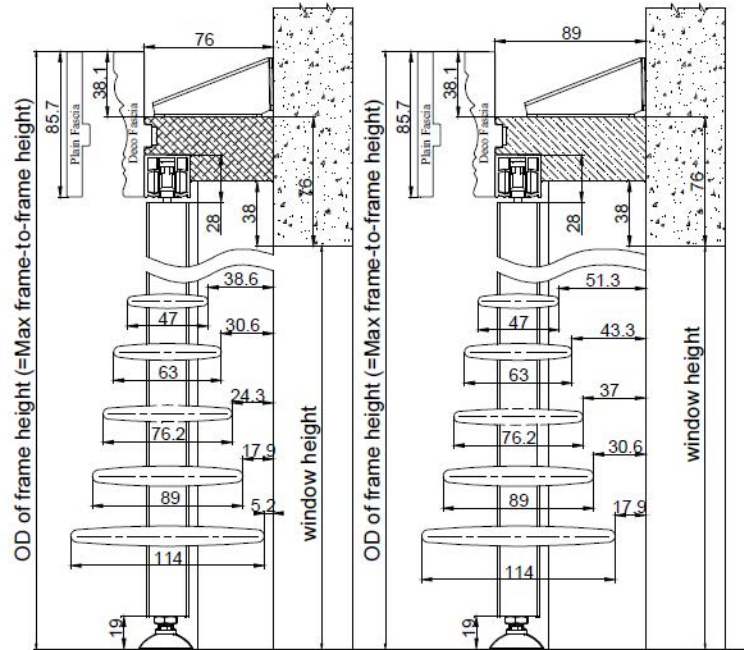


Track is pre-installed onto the header; standard 1 track only

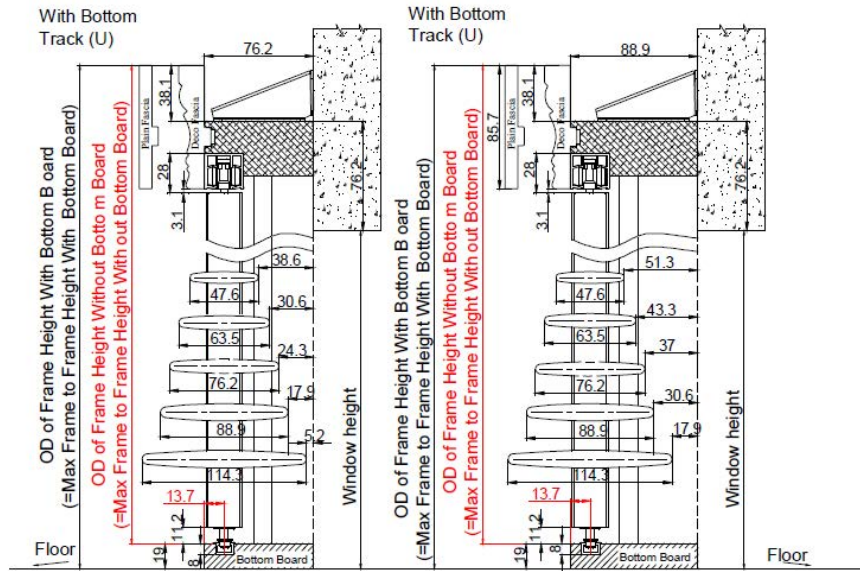
**MOUNTING OPTIONS:
OUTSIDE MOUNT**

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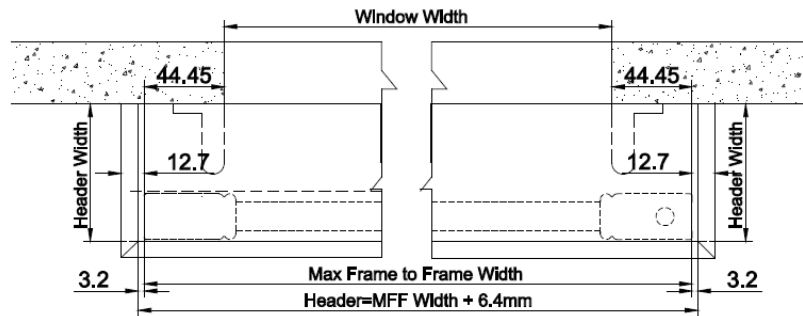
Side View



**Side View
(U Track w/Bottom Board)**

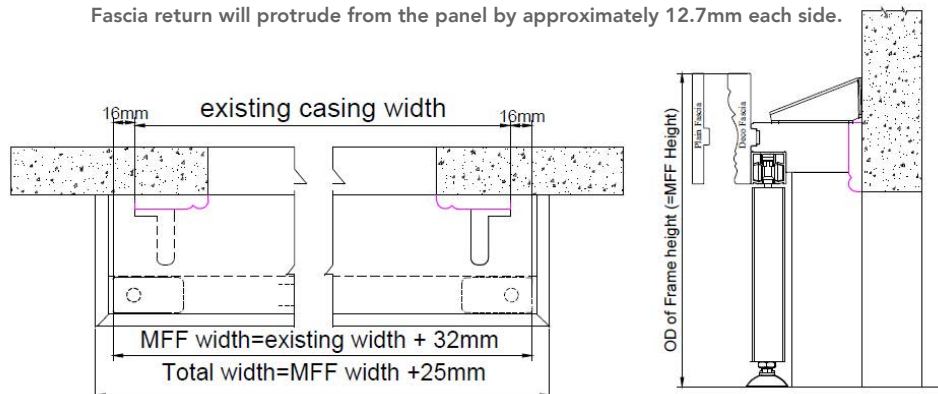


**Top View
(Without casing)**



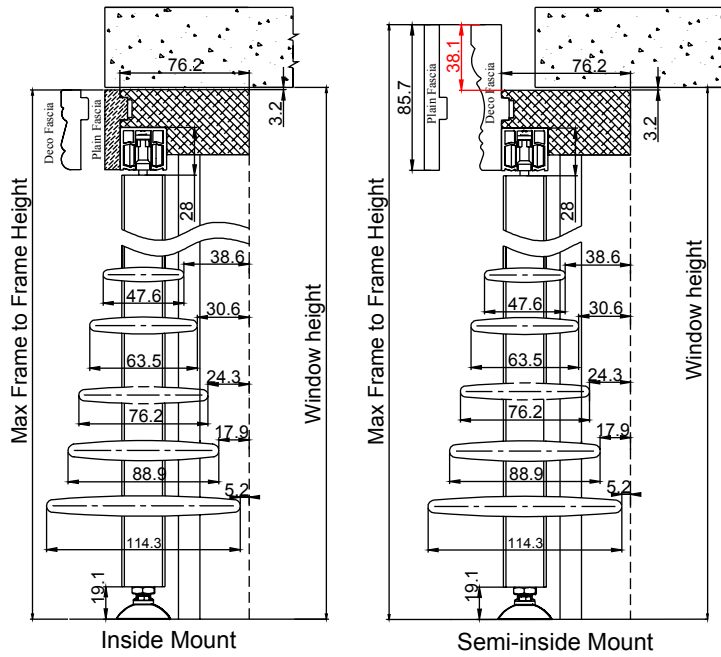
Fascia return will protrude from the panel by approximately 12.7mm each side.

Top View (With existing casing)

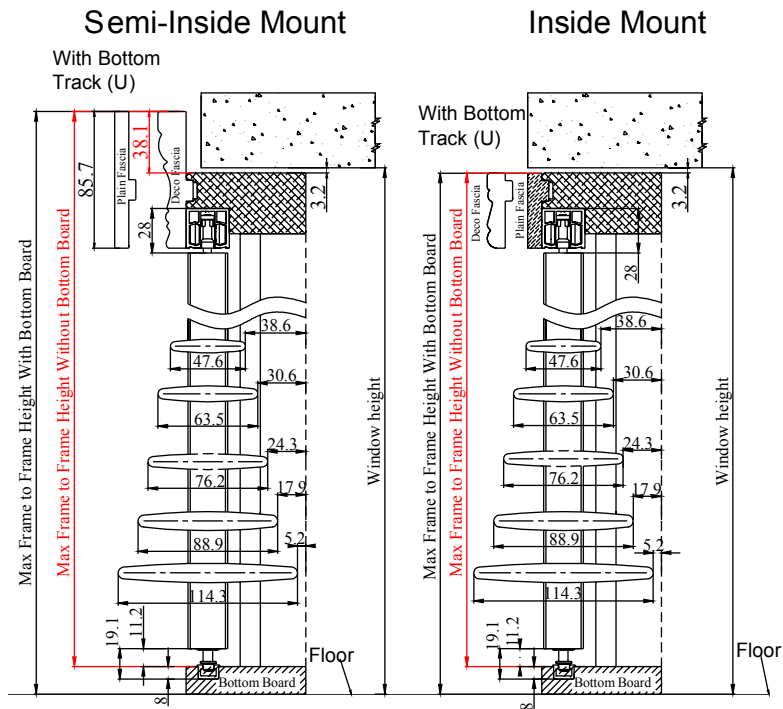


Fascia return will protrude from the panel by approximately 12.7mm each side.

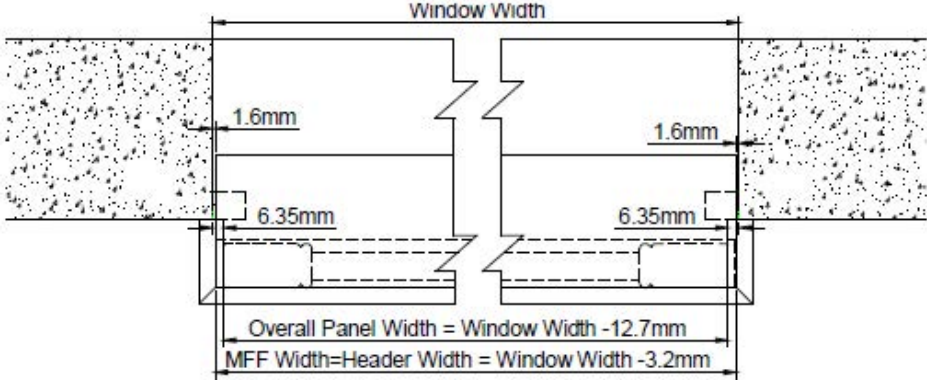
Side View



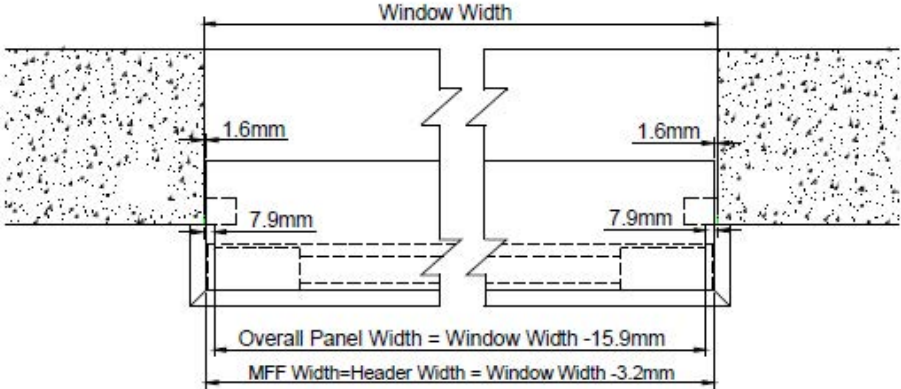
Side View (U Track w/Bottom Board)



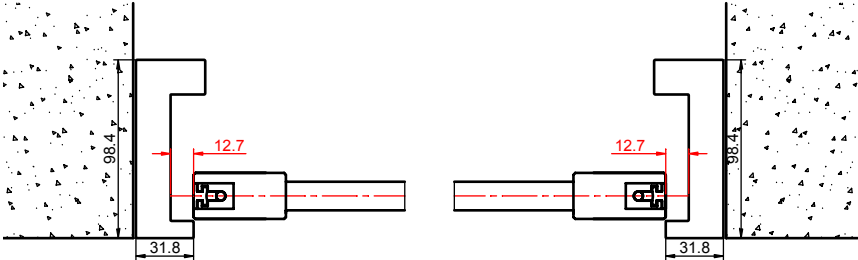
**Semi-Inside Mount Top View Without Side Frames
(Non Samoa Material)**



Inside Mount Top View Without Side Frames (Samoa)

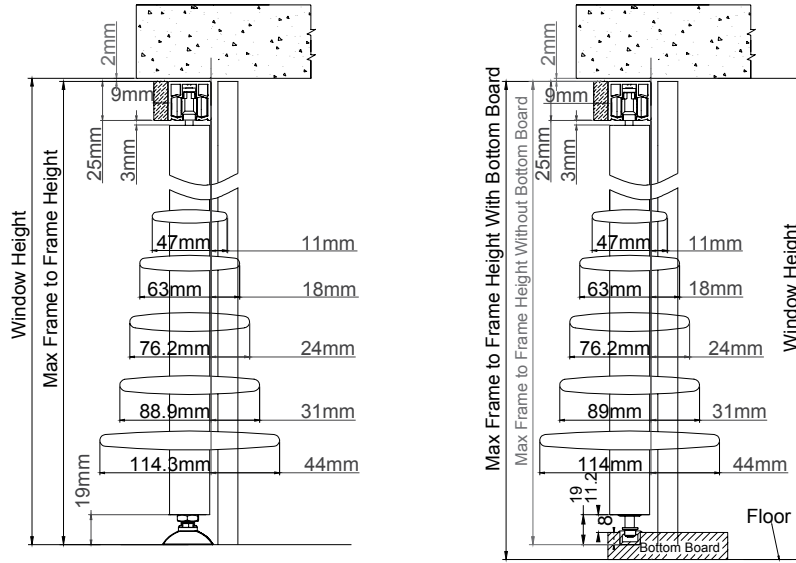


Side Frame for 89mm Header Inside Mount: (Optional)

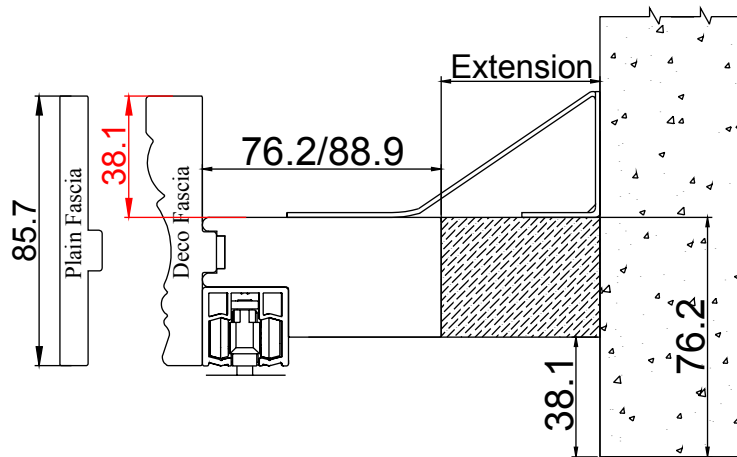


Note: For floating panel with side boards, the gap between the side board and the panels is 6.35mm

Track Inside Mount (no frame)

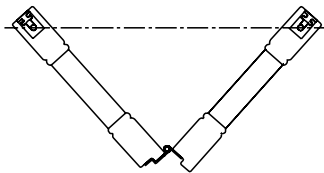


- Header Extension: Optional
- Custom extension up to 50.8mm for Header
- The extension will be pre-attached.

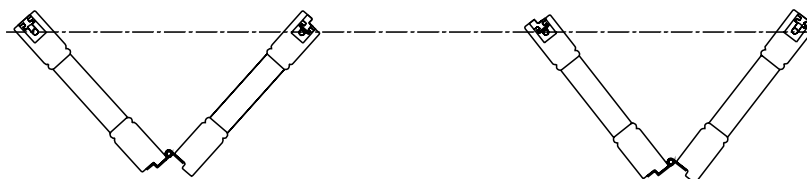


PANEL CONFIGURATION: Default (with light block strip)

LL or RR

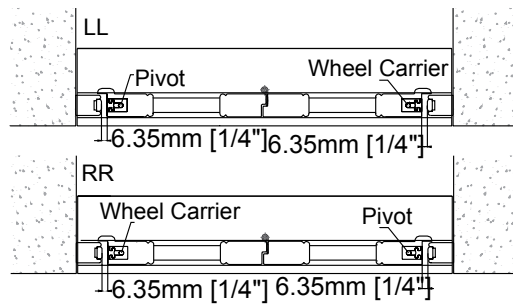
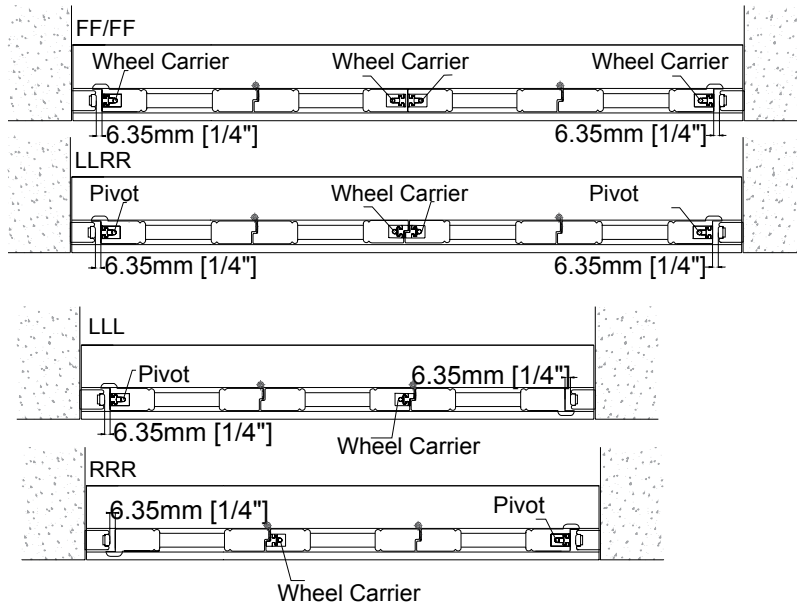


LLRR

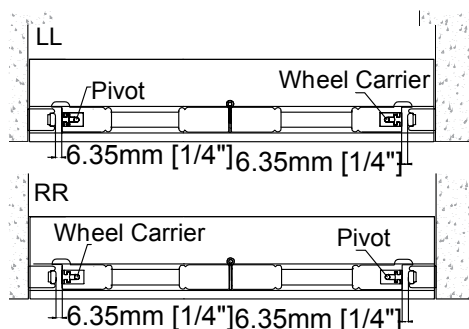
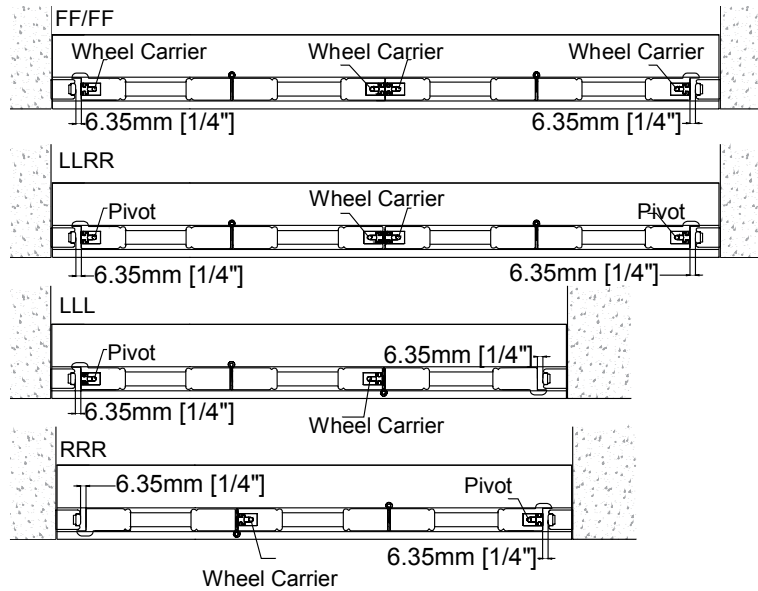


Optional (With hang strip for inside mount only) Not available for Java & Samoa.

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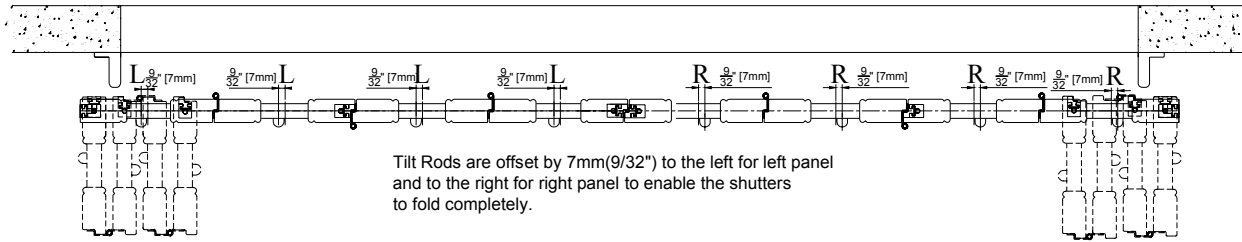
Note: When Butt/Rebate Stile is required, the stile next to the hang strip will be D Mould stile.



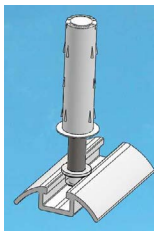
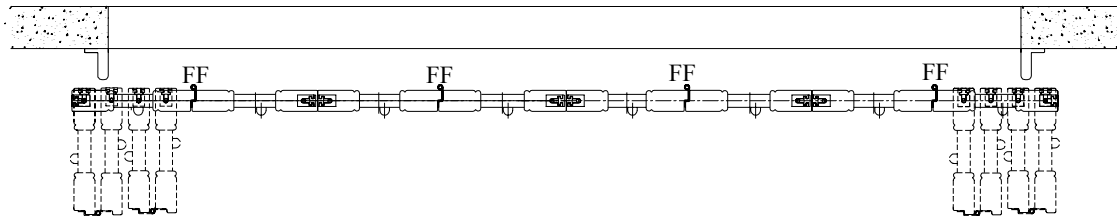
TRACK SHUTTERS FLOATING 90°

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Panel Configuration: LLLL, RRRR, or LLLLRRRR

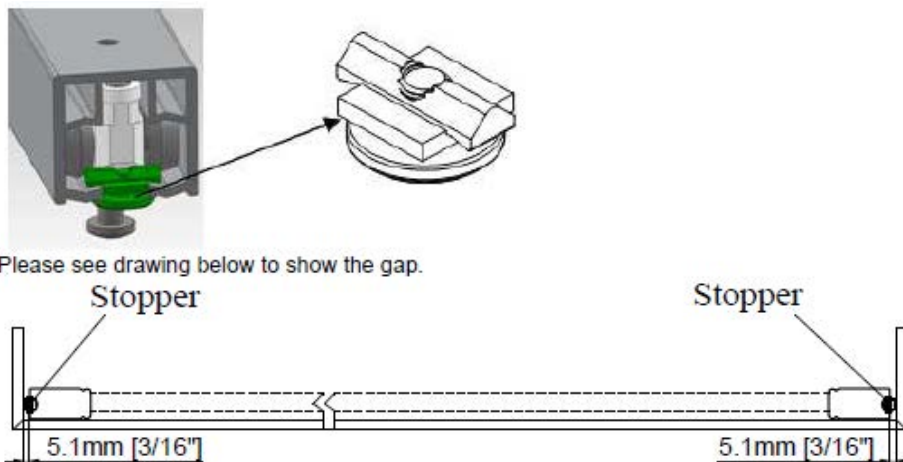


90° Floating Panels



- Two or four panels can be hinged together, fold and slide to either direction.
- Application comes with wheel carrier, spring loaded guide and floor track.
- Can be used on a large window.
- **Note:**
 1. For 90° Floating Panels outside mount/semi-inside mount without side boards, the 2016 stopper will be supplied by default. The gap between the fascia return / end of top track and the panel is 5mm each side. The 2016 stopper can also be used in the centre or any position of the top track as an option.

2016 Stopper



2. When rebate stile is required, the meeting stile of unhinged stile will be butt stile by default.

Note: bottom track is supplied for all multi-fold orders and keep optional for bi-fold.

TYPE		HEADER DIMENSION	TOP FASCIA DIMENSION	LIGHT BLOCK STRIP DIMENSION		HANG STRIP DIMENSION
				NON SAMOA MATERIALS	SAMOA	
Header, Top Fascia, Light Block Strip & Bottom Board	Outside Mount	76mm	85.7mm	39mm	36mm	-
		89mm		52mm	49mm	-
	Inside Mount	76mm	47mm	15.9mm x 19mm		27.4mm x 22.2mm
	Semi-Inside Mount	76mm	85.7mm	15.9mm x 19mm		-

Note: It will be L shape light block strip for outside mount.

For U shape bottom track with bottom board, the bottom board depth is 19mm and width will match the header.

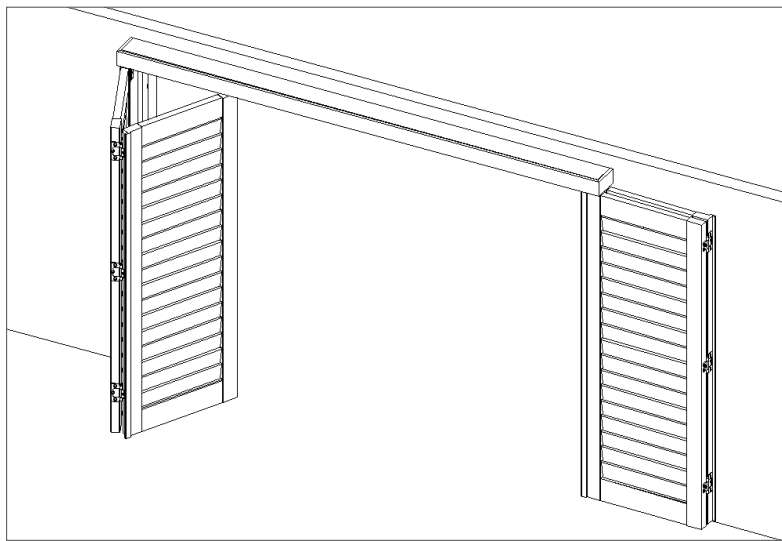
For inside/semi-inside mount, the light block will be pre-drilled with holes for screws. Header will not be pre-drilled with holes for screws and wood plug, but wood plug will be supplied for semi-inside mount.

If sideboard is required, the header can only be 89mm.

TRACK SHUTTERS BI-FOLD 180°

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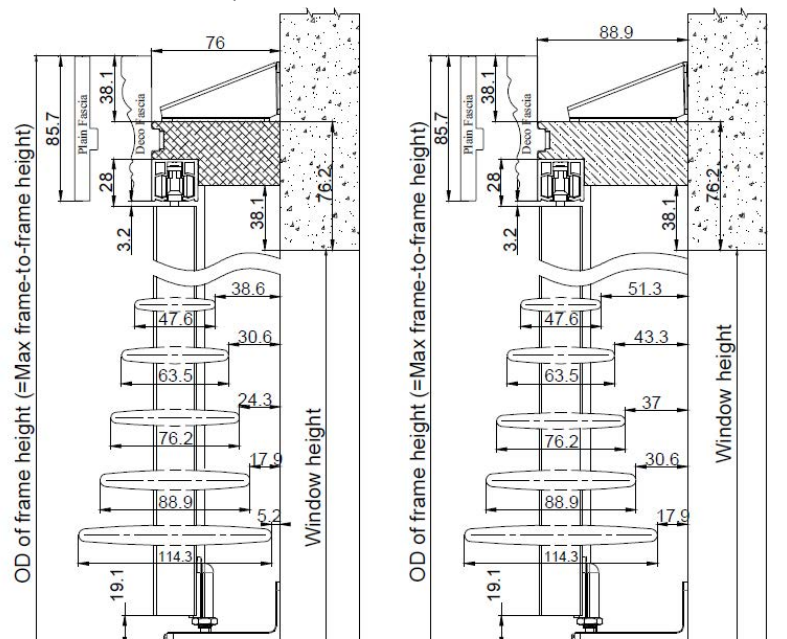
GUIDELINES AND SPECIFICATIONS	
Material	Available for all shutters materials
Stile	Only 50.8mm, 57mm rebate and butt stiles are available. centre stile and D mould stile are not available
Panel Size Limitation	Same as the regular shutter spec.
Size Definition	<u>Outside Mount</u> Max frame-to-frame width: window width + 89mm Max frame-to-frame height: window height + 114.3mm



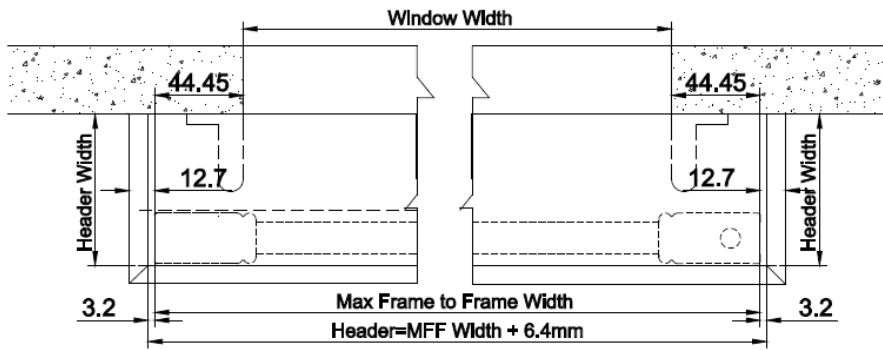
Track is pre-installed onto the header; standard 1 track only

MOUNTING OPTIONS: OUTSIDE MOUNT ONLY

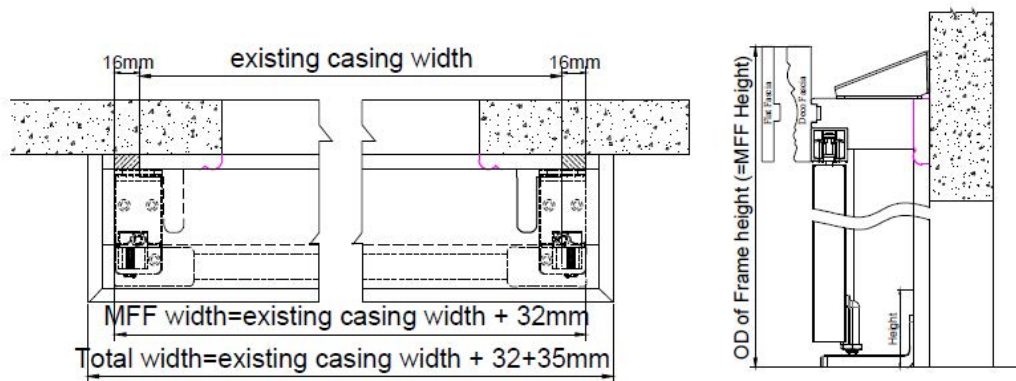
Side View (Not available for Samoa)



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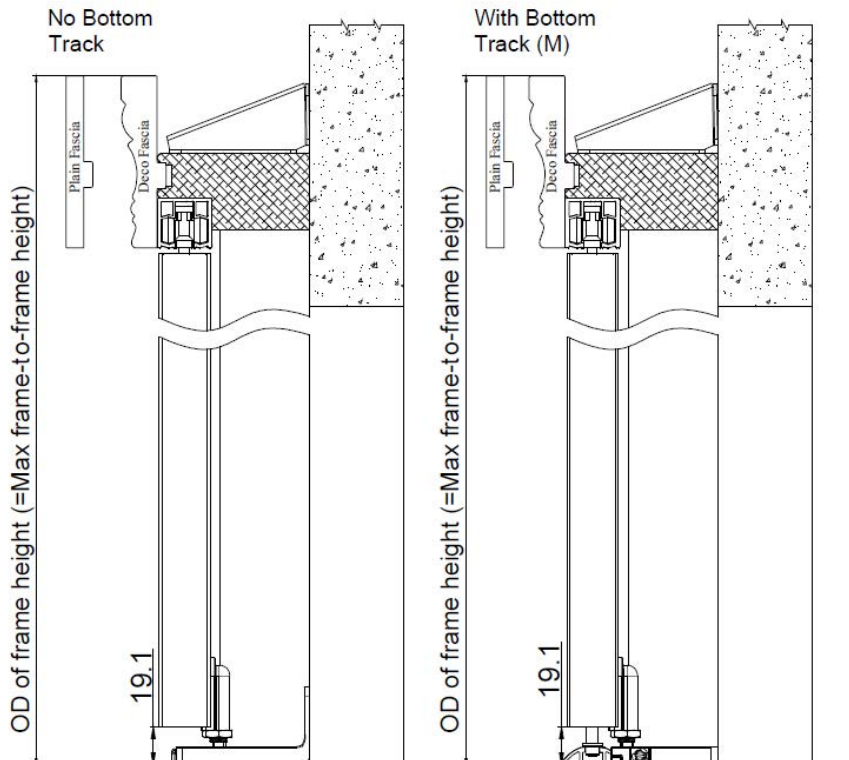


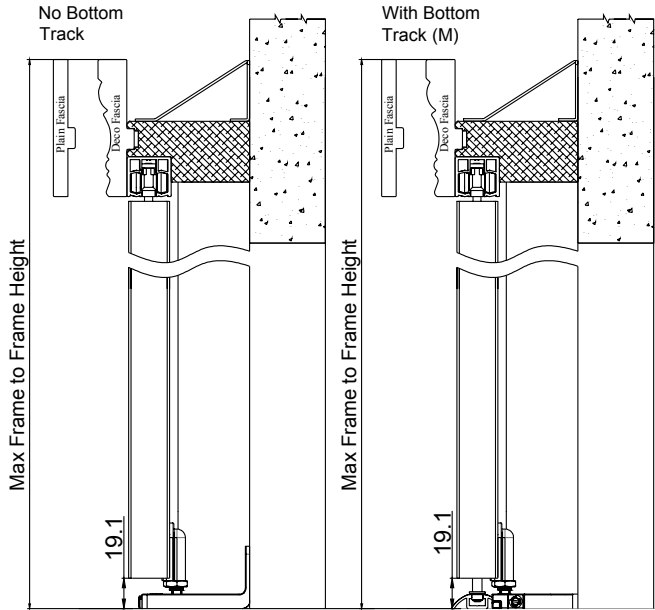
(With Existing Casing)



Note: Fascia return will protrude the panel about 12.7mm for each side.

Bottom track is supplied for all multi-fold orders and keep optional bi-fold



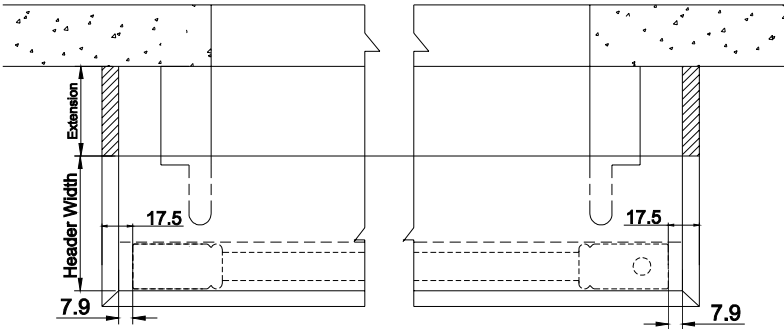


Bottom track is supplied for all Multi-Fold orders and optional for Bi-Fold.

Header Extension: Optional

Custom extension up to 50.8mm for header.

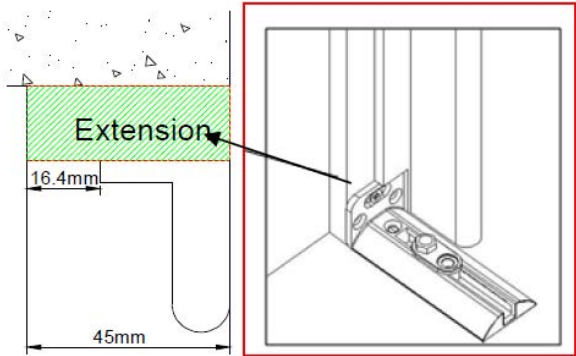
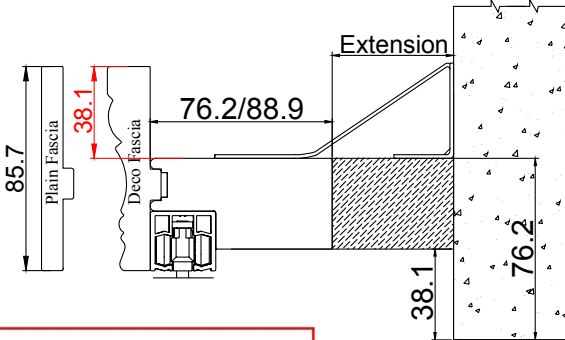
When extension is needed, the header will protrude the panel by 7.9mm for each side and the fascia return will protrude the panel 17.5mm for each side.



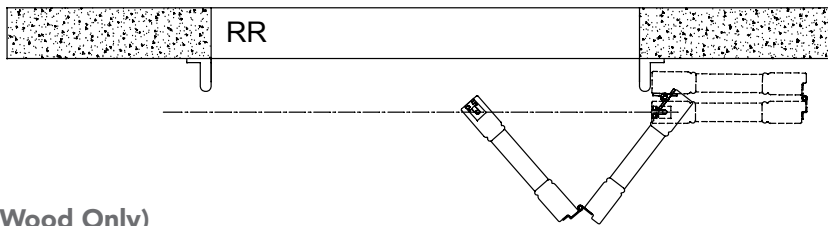
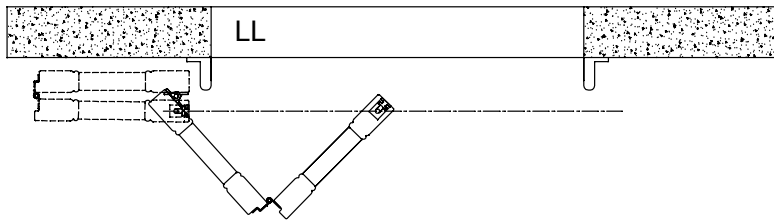
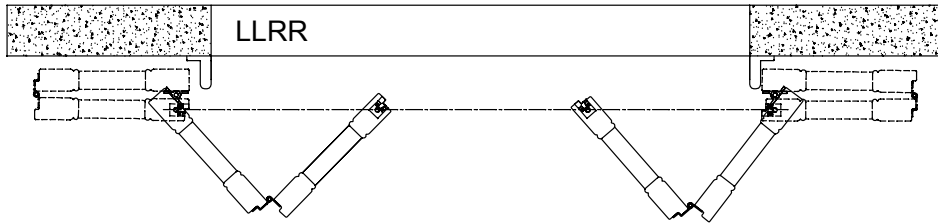
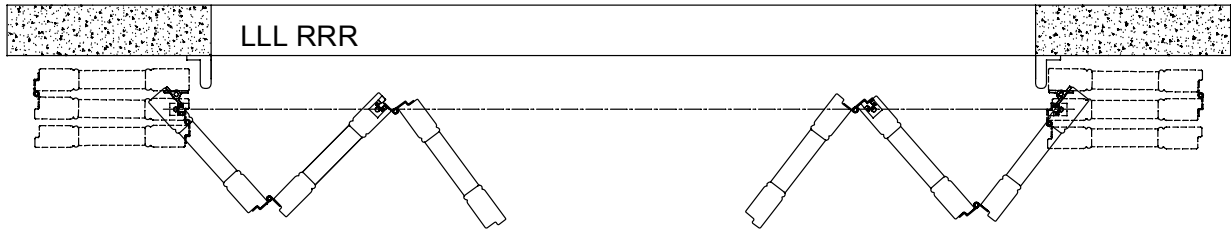
The extension will be pre-attached.

For 180 Bi-fold, if Bottom Pivot L Bracket is required, the extension for the L shape light block will be 45mm in width.

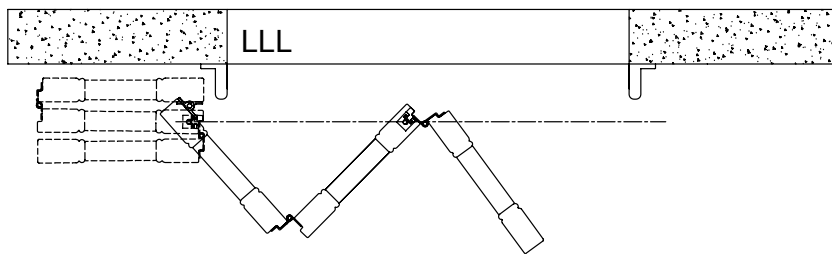
Please see picture below:



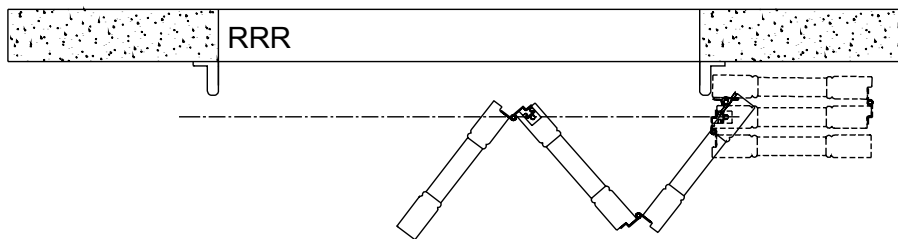
(Wood Only)



(Wood Only)



(Wood Only)



For Non-Samoa Materials

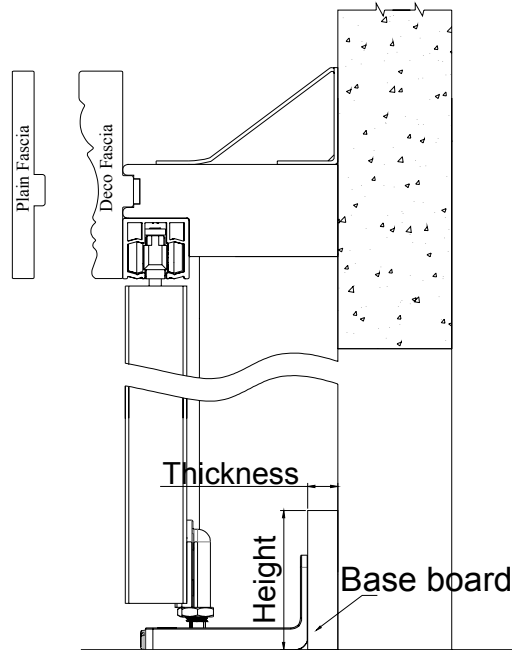
Notes:

If there is no baseboard to the wall, a 76mm header can be used.

If there is a baseboard to the wall, then it should be as below:

1. If the baseboard thickness is less or equal to 15.9mm, an 89mm header can be used.
2. If the baseboard thickness is greater than 15.9mm, we suggest a 76mm header with build out is needed. Note; The build out thickness = Baseboard thickness - 3.2mm.

Please see drawing opposite



180° Bi-fold Track Shutters Framing Materials (Only plain fascia's are available for Java)

Non Samoa Material:

TYPE	HEADER/ BOTTOM BOARD DIMENSION	TOP FASCIA DIMENSION	L SHAPE LIGHT BLOCK STRIP DIMENSION
Header, Top Fascia, Light Block Strip & Bottm Board	76mm	85.7mm	39mm
	89mm		52mm

Samoa Material:

TYPE	HEADER/ BOTTOM BOARD DIMENSION	TOP FASCIA DIMENSION	L SHAPE LIGHT BLOCK STRIP DIMENSION
Header, Top Fascia, Light Block Strip & Bottm Board	89mm	85.7mm	49mm

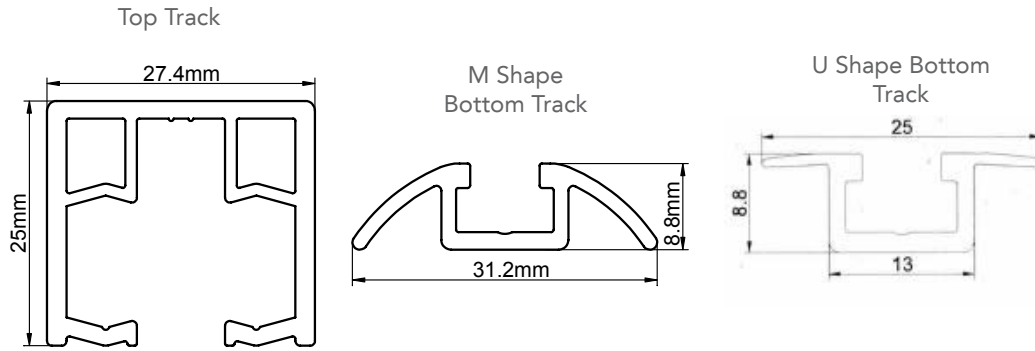
180° Bi-Fold Track Shutters Hardware Box

PARTS
Wrench
Hinge Pin
Support L Bracket (based on length of header)
63mm screws for support L bracket
19mm screws for support L bracket
Bottom Pivot Bracket
38.1mm Screws For Bottom Pivot Bracket
63.5mm Screws For Frame

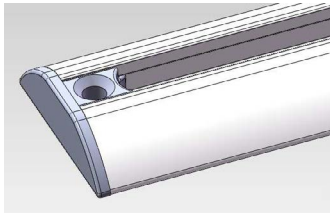
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TRACK DIMENSION:

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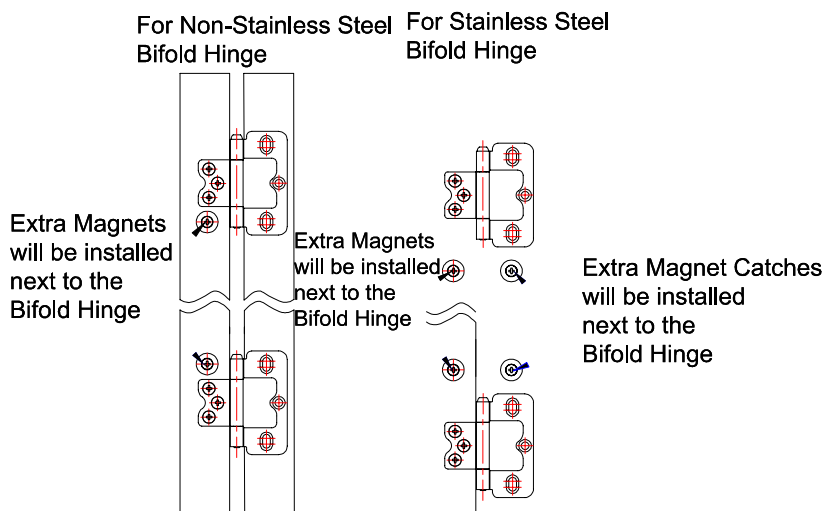


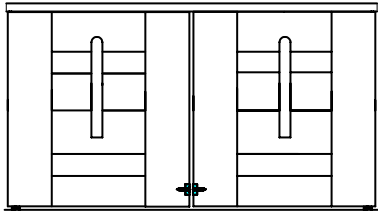
End Caps will be supplied for M shape bottom track:



Extra magnets will be supplied for Bi-Fold hinges:

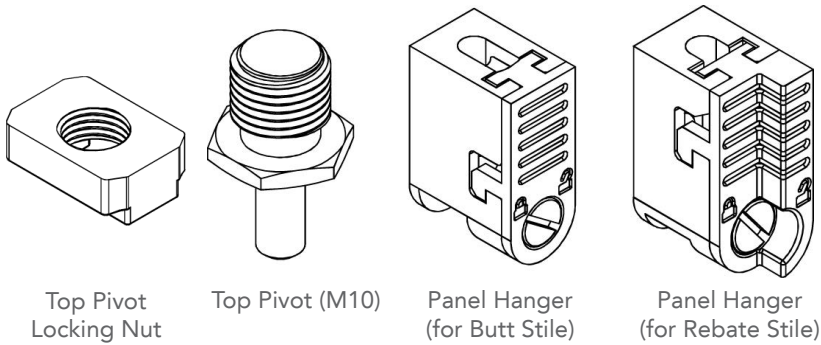
(only for the most top and bottom hinges)





Hardware:

Hardware for 90 degree Bi-fold tracking system:



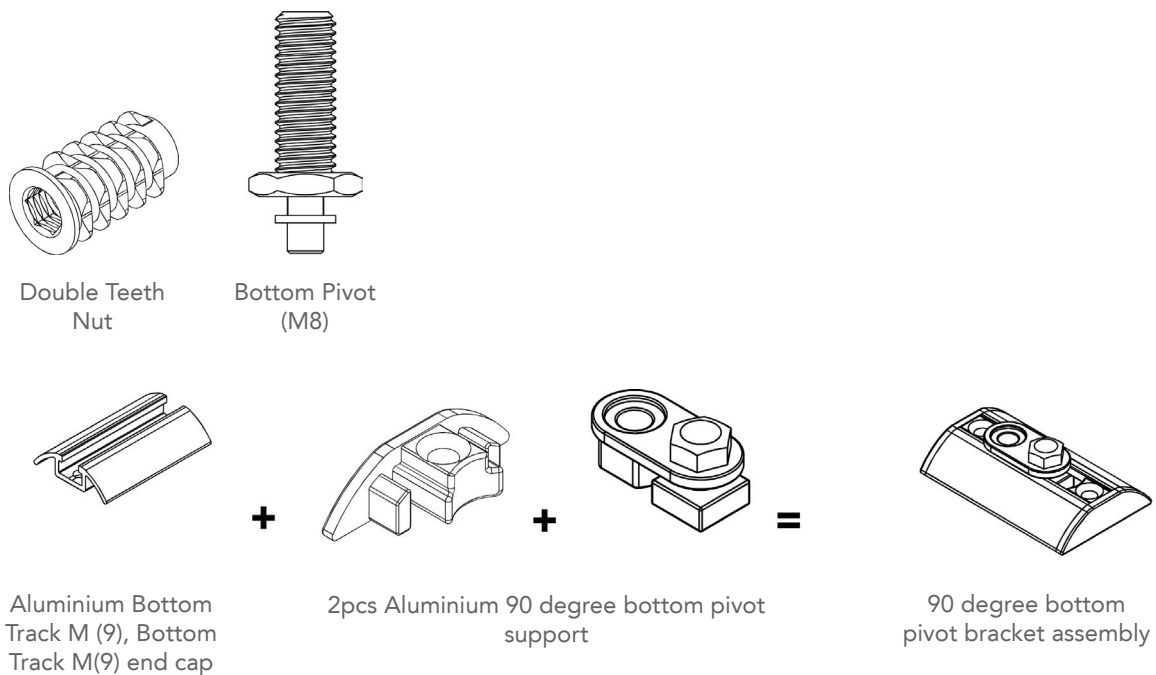
Top Pivot Locking Nut

Top Pivot (M10)

Panel Hanger (for Butt Stile)

Panel Hanger (for Rebate Stile)

Bottom pivot assembly:



Double Teeth Nut

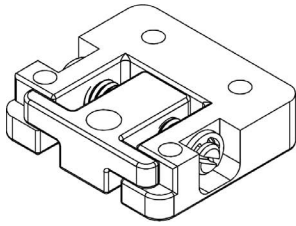
Bottom Pivot (M8)

Aluminium Bottom Track M (9), Bottom Track M(9) end cap

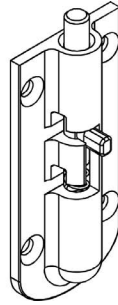
2pcs Aluminium 90 degree bottom pivot support

90 degree bottom pivot bracket assembly

Top pivot assembly:

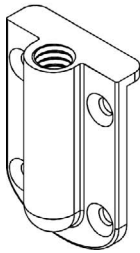


180° Track pivot bracket

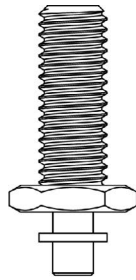


180° Track pivot

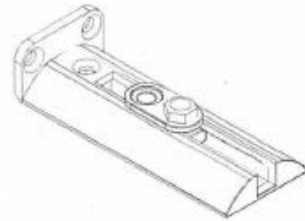
Bottom pivot assembly (with L shape bottom pivot):



180° Bottom pivot support

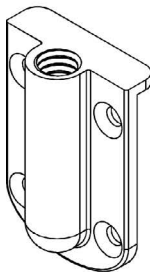


Bottom pivot (M8)

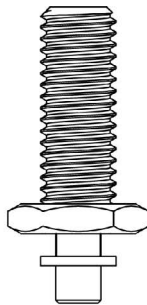


81mm Bottom pivot L bracket

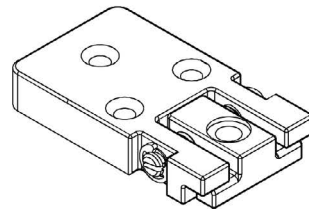
Bottom pivot assembly (with plain bottom pivot):



180° Bottom pivot support



Bottom pivot (M8)



180° Bottom pivot plain base

Wheel Carrier Assembly for 90° and 180° bi-fold tracking system:



Panel hanger
(for Butt Stile)

or



Panel Hanger
(for Rabbet Stile)

+



Wheel Carrier

Notes: For Java, when 76mm header is selected, the header will make as 60.3mm (insert L frame for Java) + 15.9mm extension.

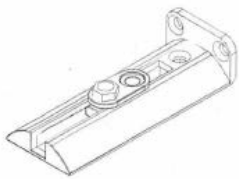
When 89mm header is selected, the header will make as 60.3mm (insert L frame for Java) and 28.6mm extension.

The extension for both header sizes will be pre-attached.

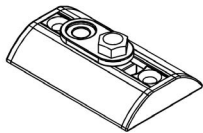
For all programmes, there will be no warranty for the multiple fold panel configurations with odd panel quantity in each direction even with bottom track. e.g LLL, LLRRRRR.

Bottom Pivot Bracket for 90° Bi-Fold:

For 90° bi-fold track shutter, there will be 2 types of bottom pivot brackets available:



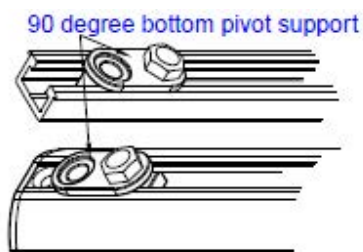
For inside mount or shutter with side boards (IM&OM), 48mm bottom pivot L Bracket will be supplied.



For semi-inside or outside mount without sideboard, 90° bottom pivot bracket assembly will be supplied as default.

90° Bottom Pivot Support:

For 90° bi-fold track shutter with bottom track, only the 90 bottom pivot support will be pre-installed in the bottom track, no bottom pivot bracket will be supplied by default.

**180° Bottom Pivot Bracket:**

For 180° bi-fold track shutter, there will be two types of bottom pivot brackets available. 180° bottom pivot plain base will be supplied as default.



81mm Bottom Pivot L Bracket



180° Bottom Pivot Plain Base

The claim limitation date for shipping damages and for airfreight orders:

Due to the requirement of the airfreight company, for all airfreight orders with shipping damages, claims must be submitted within 1 week after the date of receipt.

WARRANTY, EDR & CANCELLATIONS

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WARRANTY

S:CRAFT warrant that our shutters will be free from defects in materials or workmanship for as long as the original purchaser owns the shutters provided that such products were properly installed; and such products were made or assembled exclusively from original materials and components. Any resale or other transfer of the product and/or materials voids this warranty.

This warranty is exclusive and in lieu of all other obligations, liabilities or warranties. In no event shall S:CRAFT be liable for incidental or consequential damages, or for any expense associated with such damages. Repair or remakes of defective products is the sole remedy under this warranty and in no event shall S:CRAFT be liable for costs to remove and/or reinstall the product. Repairs will be made only with like or similar parts. This warranty does not include shipping charges or the cost of labour involved for measuring and installation.

This warranty does not cover any condition of or damage to the shutter or window, from unauthorized repairs, accidents, alterations, misuse, abuse, act of God, motorized devices, wear and tear or failure to follow our instructions with respect to measurement, installations, cleaning or maintenance. Improper, inappropriate, or unauthorized replacement parts, repairs or maintenance voids this warranty. This warranty excludes all liability for removal of the shutter and reinstallation in the same or another window, or damage to the window frame, glass or any other portion of the window. Due to natural variations in colour, grain and texture of the raw materials S:CRAFT is not able to guarantee exact matches on subsequent orders. Returns cannot be authorized due to these normal variations.

All other warranties, both express and implied, are expressly disclaimed. This warranty excludes all liability for consequential or incidental damages for any cause whatsoever.

Colour Fastness:	3 years
Structure:	3 years
Hardware:	1 year
Stainless Steel Hardware:	3 years

MODIFICATIONS AND CANCELLATIONS

Since our products are made to measure based on specifications supplied by customers on our original order form, no cancellations can be accepted. Once an order is submitted, customers are liable for the full value of the order.

Product changes will only be allowed prior to production. This is usually within 3 hours of the order being received at the factory. Once orders are in production, no changes can be made and liability for the full value of the order lies with the customer.

EDR FORM AND CANCELLATIONS

EDR forms are obtainable from Customer Services and are required where damage has occurred and in situations where a part or complete replacement shutter is required.

On receipt of the form, please complete it in full and send back to Customer Services, with digital photo stills, confirming the fault.

Please see examples and requirements to accompany EDR form below:

Cancellations/Amendments – Once the order has been confirmed there is a very small time gap between factory receiving order and proceeding with subsequent manufacture of that order. It is therefore essential that you contact Customer Services as soon as possible. We will then endeavour to ascertain whether the order has been processed or if it is possible to stop it. S:CRAFT cannot be held liable for any costs should the order have been processed.

1. Definitions

- 1.1 'Buyer' means the person or company who buys or agrees to buy the Goods from the Seller.
- 1.2 'Conditions' means the Terms and Conditions set out in this document and any other terms agreed in writing by the Seller.
- 1.3 'Contract' means the agreement between the Seller and the Buyer for the sale and purchase of the Goods and/or Services incorporating these Conditions, the Order Confirmation and any other terms agreed in writing by the Seller.
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller as set out in the Order Confirmation.
- 1.5 'Order Confirmation' means the written confirmation of the Seller in response to an order for Goods and/or Services placed by the Buyer.
- 1.6 'Seller' means ShutterCraft Ltd trading as S:CRAFT.
- 1.7 'Services' means any services which the Seller is to perform for the Buyer as set out in the Order Confirmation.

2. Conditions Applicable

- 2.1 These Conditions shall apply to all Contracts between the Seller and the Buyer to the exclusion of all other terms and conditions unless expressly agreed in writing by the Seller.
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Conditions. Acceptance of the offer shall occur when the Seller sends an Order Confirmation to the Buyer (or otherwise on delivery of the Goods or performance of the Services) and a Contract shall come into being.

3. Price and Payment

- 3.1 The price shall be the Seller's quoted price for the Goods as quoted on the Order Confirmation or invoice and subject to any agreed discounts.
- 3.2 The price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.3 The Seller reserves the right to change prices from those published at any time without prior notice.
- 3.4 Payments unless otherwise stated by the Seller shall be payable by the Buyer 14 days from the date of invoice unless otherwise agreed in writing by the Seller. Time for payment shall be of the essence. The Seller reserves the right at any time to request cash on order in relation to any future orders of Goods. Any extended credit terms must be in writing and signed by a director of the Seller to be valid and shall be subject to the following provisions;
 - 3.4.1 Any credit levels shall be based on such factors as may be decided by the Seller in its absolute discretion and which may include volume purchase levels and historical payment periods taken by the Buyer to settle invoices, credit history and the Buyer hereby confirms that the Seller may seek and obtain a credit report from third party providers for this purpose or request the Buyer to obtain a credit reference from its bank or other third party and to answer all reasonable enquiries relating to credit as requested by the Seller.
 - 3.4.2 The Seller reserves the right in its absolute discretion and for any reason to change or cancel the Buyer's credit levels at any time without prior notice and without any liability to the Buyer.
 - 3.4.3 The Seller reserves the right to provide any credit terms on an order by order basis.
 - 3.4.4 Previous credit levels or terms provided by the Seller to the Buyer do not place any obligation upon the Seller to continue to provide the same level of credit or to provide any credit at all.
- 3.5 The Seller reserves the right to charge interest on all overdue accounts at the rate set out in Late Payment of Commercial Debts (Interest) Act 1998.
- 3.6 Such interest being deemed to accrue on a day-to-day basis from the date payment becomes due until receipt of cleared funds in full settlement.
- 3.7 Payments that are returned to the Seller from the Buyer's bank for whatever reason will incur an administration fee of £30 per transaction which shall be payable by the Buyer in addition.
- 3.8 The cost of any legal correspondence sent to the Buyer from the Seller and other legal expenses incurred by the Seller in pursuing any non payment will be added to the Buyer's total outstanding balance and shall be payable by the Buyer on a full indemnity basis.
- 3.9 Express delivery, special freight, excess storage and carriage charges will be payable in addition by the Buyer and shall be charged on the invoice as quoted on the Order Confirmation, or as advised by the Seller to the Buyer.
- 3.10 In the unlikely event that the Seller is asked by the Buyer to provide a quotation the quotation will be valid for 7 days only.

- 3.11 The Seller reserves the right to increase the price as set out in the quotation or Order Confirmation in line with exchange rate changes or to reflect any increase in the delivery and shipping charges imposed by third party couriers or as a result of an increase in fuel costs, and shall notify the Buyer of such increases which shall be payable in addition by the Buyer.

4. Retention of title

- 4.1 Risk in the Goods supplied to the Buyer by the Seller shall pass on delivery.
- 4.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial ownership and the property in the Goods shall not pass to the Buyer until such time as the Goods and any and all monies owed by the Buyer to the Seller have been paid for in full.
 - 4.3 Until such time as the property in the Goods passes to the Buyer:
 - 4.3.1 The Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business, all proceeds of sale shall be held in trust for the Seller and shall be used to pay all sums due to the Seller for the Goods.
 - 4.3.2 provided the Goods are still in existence, the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party including the Buyer's customers and end users where the Goods are stored and repossess the Goods and the Buyer shall ensure that in any contract or agreement it has with its customers it shall reserve such right to the Seller to repossess the Goods, and on request the Buyer shall supply contact details of its customers to enable the Seller to exercise its rights under this clause.
 - 4.3.3 The Buyer shall not pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

5. Made to measure orders

- 5.1 If the Contract is for bespoke Goods manufactured according to measurements provided by the Buyer then the following provisions shall apply.
 - 5.2 The Seller manufactures to specific tolerances as determined by the nature of the product and specified within the Seller's published specifications for such Goods only. All orders accepted by the Seller are subject to these specifications.
 - 5.3 Made to measure Goods are only accepted on current ordering platforms and must be supported by technical drawings & colour samples where relevant, the seller reserves the right to change the arrangements for placing orders upon notification to the Buyer
 - 5.4 Unauthorised modifications to the Ordering platforms are not permitted.
 - 5.5 Technical drawings and templates need to be clear and unambiguous, with all dimensions and details distinct and legible and must be of a sufficient industry standard to enable a manufacturer to manufacture Goods in accordance with the technical drawing.
 - 5.6 It is the Buyer's sole responsibility to ensure the accuracy of the technical drawings and the Seller shall be entitled to assume that all technical drawings supplied are correct and to manufacture Goods in accordance with such technical drawings. The Buyer shall be responsible for the price of the Goods. If the Buyer discovers an error in the technical drawings once the manufacturing process has commenced, the Buyer should inform the Seller immediately and submit corrected technical drawings and the Seller shall use its reasonable endeavours to correct the error however the Buyer shall remain responsible for any Goods manufactured to the old technical drawings which cannot be stopped and for any charges incurred by the Seller in relation to stopping the manufacture or otherwise.
 - 5.7 The Seller accepts no liability for order and specification details which are not clearly communicated by the Buyer or which are inaccurate, misleading, incomprehensible or incomplete.
 - 5.8 Once an order for Goods is received and the Seller issues an Order Confirmation, the Seller will process it into production subject to receiving any technical drawings or other required specifications (as the case may be). The Seller will not modify the Buyer's measurements in any way and it is the Buyer's responsibility to ensure that the measurements ordered are correct.
 - 5.9 Where the Goods are manufactured to the Buyer's specifications the Seller does not warrant or guarantee the Goods' tolerances or fitness for purpose.

- 5.10 Due to the nature of e-mail we recommend that the Buyer activates the "read receipt" functionality in the e-mail when placing its order. The Seller shall not be responsible for any failure to deliver e-mails or other electronic communications.
- 5.11 Following processing the Seller will send an Order Confirmation to the Buyer which includes the Seller's order number. The Buyer should contact the Seller if an Order Confirmation is not received within 2 working days of the initial order being placed.
- 5.12 Confirmation of production and shipment only occurs once the order status states the Goods are in production or shows the Goods as being in transit.
- 5.13 Order Status's are uploaded every 24hrs to the buyers area of the Sellers trade portal the Seller reserves the right to amend the frequency on which this is uploaded.
- 5.14 Orders for Goods may require modification or clarification for technical reasons before production can begin. In these cases the Seller will contact the Buyer by e-mail to clarify and confirm the specification beyond doubt, the Buyer will then communicate in writing the specification required.
- 5.15 The Seller reserves the right to discontinue any product or product range without prior notice.that the measurements ordered are correct.
- 5.9 Where the Goods are manufactured to the Buyer's specifications the Seller does not warrant or guarantee the Goods' tolerances or fitness for purpose.
- 5.10 Due to the nature of e-mail we recommend that the Buyer activates the "read receipt" functionality in the e-mail when placing its order. The Seller shall not be responsible for any failure to deliver e-mails or other electronic communications.
- 5.11 Following processing the Seller will send an Order Confirmation to the Buyer which includes the Seller's order number. The Buyer should contact the Seller if an Order Confirmation is not received within 2 working days of the initial order being placed.
- 5.12 Confirmation of production and shipment only occurs once the order status states the Goods are in production or shows the Goods as being in transit.

6. Measuring and ordering responsibilities

- 6.1 The Goods are made to the order dimensions and specifications provided by the Buyer.
- 6.2 It is the Buyer's responsibility to satisfy itself that the dimensions and specification it is ordering is correct.
- 6.3 The Seller accepts no liability for the suitability or accuracy of the dimensions and specification relating to the Goods ordered notwithstanding that from time to time the Seller and its staff may provide advice or guidance and/or be in attendance on site at the measuring phase, at the request of the Buyer. Subject to clause 14, where such assistance is provided, it is without liability.

7. Cancellation of the order by the Buyer

- 7.1 Modifications, amendments and cancellations to the order after confirmation can only be made with the Seller's written agreement without which the Buyer accepts full liability for the cost of the Goods under these Conditions.
- 7.2 Since the Goods are made to measure, once production has begun cancellations cannot be accepted and full payment will be required.
- 7.3 The Buyer is advised to secure payment of a non-refundable deposit from their customers prior to placement of the order with the Seller.

8. Documentation and Samples

- 8.1 Subject to clause 14, product specifications, brochures and other literature and any depiction of the Goods in such are supplied for the Buyer's general guidance only and shall not constitute representations by the Seller and the Seller shall not be bound thereby.
- 8.2 Specifications and literature may be changed by the Seller at any time.
- 8.3 Subject to clause 14, samples and published images are provided as indicative examples of the finished product only, finished Goods may vary slightly from the samples and pictures and are not guaranteed to be identical to the finished product.
- 8.4 The Seller is not liable for slight variations in colour or finished appearance.
- 8.5 The Seller cannot guarantee that Goods supplied at different times will match one another. Colours shades may vary by +/- 10%.
- 8.6 The Seller offers a custom colour facility for selected product ranges. Where a custom colour is required the Seller will require a sample of the colour for matching purposes unless the colour is referenced to one of the custom colour palettes listed in the Seller's product specifications in which case it is sufficient to provide the colour reference number.
- 8.7 All colour references not contained within the approved colour palettes in the Seller's product specification need to be matched to a physical sample of the colour provided by the Buyer. Please supply two samples, one for production and one for ordering purposes. The Seller recommends that the Buyer keeps a third sample for its

reference. The Seller will match colours to samples as closely as possible but cannot guarantee an identical match.

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9. Trade accounts

- 9.1 The Seller reserves the right to refuse to accept orders or to discontinue trading or otherwise withdraw supply without prior notice.
- 9.2 Where an account is inactive for six months the Seller may require new account application details be provided.
- 9.3 Where the Buyer's ownership and account details have changed the Seller must be notified of these changes in writing.
- 9.4 The Seller reserves the right to change the Buyer's discount levels at any time.
- 9.5 Discount levels shall be based on such factors as may be decided by the Seller in its absolute discretion and which may include volume purchase levels and historical payment periods taken by the Buyer to settle invoices and such discounts will be allocated on an order by order basis. Previous discount levels provided by the Seller to the Buyer do not place any obligation upon the Seller to continue to provide the same discounts or to provide any discount at all.

10. Non standard sizes

- 10.1 Certain orders for Goods, including those with special shapes or templates, will be confirmed with a CAD drawing before production. The Seller will forward the CAD drawing to the Buyer by e-mail which must be confirmed in writing by the Buyer that the CAD is an accurate representation of the Buyer's order requirements.
- 10.2 The additional time required for CAD production and approval is an accepted part of the ordering process.
- 10.3 In cases where the installation is fitted to an irregular sized aperture, a template and or technical drawing of the aperture may be require
- 10.4 Templates and technical drawings should be supplied to the Seller at the same time as the order is placed since the order cannot be progressed without these. It follows that if such documents can be sent electronically delay is significantly reduced. Please note that in some cases a template can be rendered on a technical drawing, so long as sufficient, clear measurements are provided to accurately represent the shape. In such cases the template can be sent electronically.

11. Ex-stock orders

- 11.1 In addition to the supply of Made to Measure orders we may also sell a limited range of Goods from stock. Whilst every effort is made to hold appropriate stock levels of such items, availability is not guaranteed and goods may be withdrawn from sale without prior notice.

12. Deliveries

- 12.1 The Seller will contact the Buyer to arrange delivery of the Goods. All dates and delivery times given are estimates only which are given as a guide and without liability and may be subject to change without prior notice. Time is not of the essence and the Seller accepts no liability where timings vary from the estimates given.
- 12.2 The Seller reserves the right to charge the Buyer a missed delivery charge in addition to any regular delivery charges in cases where, despite a pre-arranged delivery agreement, the Buyer is not present to accept delivery.
- 12.3 Delivery shall take place at the Buyer's main place of trading. Other delivery destinations may be arranged by request but will be subject to special delivery charges which vary according to volume and location as advised and which the Buyer shall be responsible for paying.
- 12.4 The Seller endeavours to deliver all Goods with minimum delay. In the event that the Seller is required by the Buyer to hold Goods for a period greater than seven days, weekly warehouse storage charges will apply per full week the Goods remain with the Seller, which the Buyer shall be responsible for paying.
- 12.5 The Seller is responsible for the delivery of Goods to the Buyer's premises or agreed delivery location. The Buyer is responsible for receiving and checking the Goods and storing them within their premises. Delivery notes must be signed for and mis-deliveries, packaging damage or shortages at the time of receipt should be noted on the delivery note at the time of delivery and notified to the Seller with 72 hours; failure to notify shall be deemed the Buyer's acknowledgement of the correct delivery and acceptance of the Goods.
- 12.6 The Seller reserves the right to hold delivery of Goods until such time the Buyer's credit with the Seller is in line with agreed limits, or such period as the Seller so determines.
- 12.7 Subject to clause 14.4 The Seller does not accept consequential liability for goods which are lost, short delivered or damaged, and for the purposes of this clause consequential liability shall include but not be limited to any loss suffered by the Buyer's customer as a result of incomplete set of shutters being installed or otherwise, and loss of profit, loss of goodwill, loss of opportunity or contract or any other loss as a result of the customer cancelling any order with the Buyer or otherwise.

13. Installation responsibility		
13.1	Installation of the Goods is carried out by and is the responsibility of the Buyer who must ensure that the Goods are fitted by suitably qualified installers.	14.3.7
13.2	Subject to the provisions of clause 14.4 the Seller accepts no responsibility for the quality or suitability of the installation and carries no liability for any damage or injury which may arise during fitting notwithstanding the fact that from time to time the Seller or its staff may provide advice or guidance and/or be in attendance on site at the fitting phase, at the request of the Buyer. Where such assistance is provided it is without liability.	14.4
14. Warranty and Liability		
14.1	Goods conforming to the published specification are covered by the Seller's warranty set out in clause 14.3.	
14.2	Goods which fall outside of the Seller's standard specification may be manufactured at the Seller's discretion but no part of the Goods will be covered by warranty.	14.5
14.3	Subject to the following provisions, the Seller warrants that (a) the Goods will correspond with their specification published by the Seller at the time of delivery and the Colour fastness will remain true for a period of 3 years, and (b) the Shutters will be free from defects in workmanship for a period of 3 years from delivery and (c) the Hardware will be free from defects for a period of 1 year from delivery and (d) the Stainless steel Hardware will be free from defects for a period of 3 years from delivery,	14.6
14.3.1	The above warranty is given by the Seller subject to the following conditions:	
14.3.1.1	the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;	14.7
14.3.1.2	the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;	14.8
14.3.1.3	the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;	14.9
14.3.1.4	the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.	14.10
14.3.2	Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) the statutory rights of the Buyer (as a consumer) are not affected by these Conditions.	14.10.1 14.10.2 14.10.3 14.10.4 14.10.5 14.10.6
14.3.3	A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the Seller's published specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure and the defective Goods shall be returned to the Seller at the Buyer's cost. If delivery is not refused within the above time period, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.	15. 15.1 15.2
14.3.4	On receipt of the defective Goods the Seller shall inspect the same and if it verifies the defect the remaining provisions of this clause 14.3 shall apply, however, if the Seller does not verify the defect then it shall reject the warranty claim and shall return the Goods to the Buyer at the Buyer's cost.	16. 16.1 16.2 16.3
14.3.5	Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet the Seller's published specification is notified to the Seller in accordance with these Conditions, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.	17. 17.1
14.3.6	Where the Seller replaces the Goods in accordance with clause 14.3.5 then the replacement Goods shall be shipped by sea from the manufacturing plant in China (or such other manufacturing plant) to the UK and then delivered to the Buyer's premises or such other location as may be agreed by the Supplier in writing. If the Buyer wishes the replacement Goods	
	to be shipped by air freight then the Buyer shall be responsible for the additional charges incurred in shipping.	
	BACK TO MENU The Seller shall not be responsible for any costs associated with the removal of any defective Goods from the end user premises or the installation of any replacement Goods or any remedial visits.	
	Nothing in these Conditions shall limit or exclude the Seller's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or fraud or fraudulent misrepresentation; or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Service Act 1982; or defective products under the Consumer Protection Act 1987; or any matter to the extent to which it would be unlawful to exclude or restrict liability.	
	Subject to clause 14.4, the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any of the following heads of claim and each one of the following shall be deemed a separate head of claim: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; (vi) loss or corruption of data or information; or (vii) special, indirect or consequential loss; arising under or in connection with the Contract; and	
	The Seller's total liability in respect of all other loss or damage arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods under the relevant Contract.	
	If a number of defaults give rise to substantially the same loss or are attributable to the same or similar cause, then they shall be regarded as giving rise to only one claim.	
	The Seller will be afforded a reasonable opportunity to remedy any such defaults.	
	This clause 14 shall survive termination of the Contract.	
	The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including but not limited to:	
	acts of God, explosion, flood, tempest, fire or accident;	
	war or threat of war, sabotage, insurrection, civil disturbance or requisition;	
	acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;	
	import or export regulations or embargoes;	
	strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);	
	difficulties in obtaining raw materials, labour, fuel, parts or machinery; and 14.10.7 power failure or breakdown in machinery.	
	15. Return of Goods	
	The return of Goods for credit will not be accepted without prior notification to the Seller and written acceptance by the Seller and shall be substantiated with photographic evidence prior to return.	
	Goods to be returned must be suitably packaged to prevent loss or damage in transit.	
	16. General	
	This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.	
	If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.	
	If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.	
	17. Jurisdiction	
	These terms and conditions are governed by the laws of England and the parties shall submit to the Jurisdiction of the English courts.	



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Micheldever
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01962 794530
www.s-craft.co.uk
ShutterCraft Ltd.
(Trading as S:CRAFT)