

## Terms and Conditions



### 1) General

In the event that Customers' order contain conditions, such conditions are only acceptable in so far as they are consistent with our terms and conditions. For goods made specially to order we will submit Quotations and accept orders subject only to the terms and conditions which follow and to the exclusion of all other conditions.

### 2) Acceptance of Orders

No order shall be deemed to be accepted until the Seller's Confirmation of Order/Invoice has been issued. The details shown in this Confirmation/Invoice shall be deemed to be correct in all respects unless advices to the contrary are received in writing within seven working days of issue.

The Seller's employees are not authorised to make any representations as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions.

All dimensions and quantities stated on Quotations, Confirmations, Confirmation of Order, Price Lists, Correspondence and Catalogues are subject to normal trade tolerance. The Seller reserves the right to make a charge, unless otherwise agreed, for delivery, assembly and installation on site. All delivery dates quoted will be met to the best of the Seller's abilities, but the Seller shall be under no liability whatsoever for delay or failure to deliver from any cause.

### 3) Price & Product Variation

The seller reserves the right to add or delete goods from the range or to change products in connection with improvement or development. The Seller reserves the right to amend prices quoted between the date of Confirmation of Order and date of delivery, according to any increases in cost, unless the original Quotation was submitted on a Fixed Price basis.

All Prices are given in EURO and without VAT.

### 4) Claims - Limits on the Sellers Liability

The Seller shall not in any event be liable and no claims will be entertained in respect of any complaint whatsoever by the Customer in connection with the goods or delivery thereof unless notice is given and received as required in Clause 9 hereof. The Seller shall in no circumstances, howsoever arising be liable to the Customer in respect of the supply and delivery of goods unless the Seller shall be shown to have been negligent provided always that the liability to the Seller shall in no case or circumstances exceed the contract/order price.

The Seller shall not be liable for damage injury death loss expense to or in connection with any property persons or other living creatures or produce howsoever caused arising from the laying maintenance and use of goods or generally in connection with or arising out of the supply of the goods. The Customer agrees to indemnify the Seller for its costs in respect of any such claims and resultant expense.

Furhter and without prejudice to the generality of the foregoing the Seller shall not in any event be liable to loss damage deterioration wear expense whether such loss damage deterioration wear or expense shall arise directly indirectly consequentially or otherwise out of or in connection with any of the follwing.

- a) The installation laying fixing and fitting of the goods.
- b) The laying of the goods on uneven surfaces.
- c) The Cleaning maintenance or use of the goods.
- d) Customers error in choice of colour or type of goods.
- e) Variation in weave, shade and/or colour type of goods.
- f) Variation in width/length of the goods that does not exceed 0.Sins/yds per BS3655
- g) The fading of goods howsoever caused.
- h) Damage caused by sharp objects, nails, claws etc.
- i) Infestation by insects or fungus/mould.
- j) Inherent vice of the goods.
- k) Delay in the delivery or non delivery
- l) The off-loading of the goods or their storage or handling after off-loading.
- m) Any other circumstances over which the Seller has no control or the consequences of which the Seller could not avoid by exercise of reasonable care. The Customer agrees to indemnify the Seller for its costs in respect of any claims for such loss, damage deterioration or expense.
- n) No claims whatsoever will be entertained and no liability attached to the Seller in any event for goods sold at discount prices as remnants or as sub-standard stock.

#### 1) Terms of Payment

The amount of all invoices/order form is payable for Wholesalers and Retailers at the time and terms stated on the Seller's Quotaion, Confirmation of Order of Invoice. In the event of non payment any discounts offered for payment by a stipulated date are forfeited. The Seller reserves the right to place a 6% surcharge per month on goods not paid within our terms.

#### 6) Lien

- a) Notwithstanding that credit has hereinbefore been given for the payment of the price of the said goods. The Seller shall be entiteled to retain possession thereof until payment.
- b) In addition to any right of lien to which the Seller shall (in event of the buyers insolvency) be entiteled a general lien on the goods of the buyer in the seller's possessiion (although such goods or some of them may have been paid for) for the unpaid price of any goods sold and delivered to the buyer by the Seller under the same or any other contract.

#### 1) Transfer of Title

Neither the ownership of nor the property in any goods sold by the Seller will pass from the Seller until such time as the Seller has received payment in full for such goods and any additional charges relating to such goods. Until such time the Seller reserves the right to recover ossession of the relevant goods. Where goods are re-sold by the customer before title has passsed from the Seller the proceeds of such re-sale (or other assets into which such proceeds have been converted) shall be held by the customer in a fiduciary capacity on trust for the Seller and the cusomer will accoount to the Seller for the same to the extent

necessary to pay the full price for the goods and all other sums due to the Seller under the corresponding contract and until the debt to the Seller is fully discharged. Nevertheless all goods are at the risk of the customer as soon as they have been delivered or collected.

## 2) Delivery and Storage

Any time or date named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable to make good any damage or loss of whatever nature including of a consequential nature whether arising directly or indirectly out of delay in delivery. The Seller shall not be liable for any delay in delivery resulting from use of a third party carrier. All goods delivered to the Customer's premises and accepted by the customer become the sole responsibility of the Customer and the Seller shall not be liable for any loss or damage to the goods thereafter. Delivery by the Seller is effected when the goods are tendered to the Customer at the Customer's designated delivery address. The Seller is not responsible for the unloading of the goods and it is the Customer's responsibility to off-load at the customer's own risk and expense.

Where a Customer fails for any reason to take delivery the time when the goods are ready for delivery the Seller shall if its storage facilities permit store the said goods and take all responsible steps to prevent their deterioration until the act of delivery and the Customer shall be liable to the Seller for the reasonable costs (including insurance) of its so doing. This provision shall be in addition to and not in substitution of any other payment or damages for which the Customer may become liable in respect of his failure to take delivery at the appropriate date.

## 3) Damaged or Defective Goods

The Seller will despatch all delivered goods under cover of a delivery note. Damage or other discrepancy noted on delivery must be notified in writing immediately to the Carrier and to the Seller. The customer shall before the goods are cut or installed fully inspect the said goods within five working days and give notice in writing to the Seller of any matter or thing by reason whereof it is alleged that the goods are not in accordance with the Seller's Confirmation of Order/Invoice. If the Customer fails to give such notice the said goods shall be deemed to be in all respects in accord with the contract and the Customer shall be bound to accept the goods. The Seller shall use its judgement in determining whether or not any complaint made by the customer is valid. Where the goods are returned to the Seller and after inspection the complaint is rejected, the Seller reserves the right to make a reasonable charge for inspection and handling. In no circumstances can any complaint be entertained where the state or condition complained of results directly or indirectly from the Customer's actions.

## 10) Force Majeure

In the event of war invasion act of foreign hostilities (whether war has been declared or not) civil war rebellion revolution act of terrorism insurrection or military or usurper power the Seller shall be relieved of liabilities incurred under this contract whatever and to the extent to which the fulfilment of such obligation is prevented frustrated or impeded as a consequence of any such event or by any statute rules regulations orders or requisitions issued by any Government Department Council or other duly constituted authority or from strikes lockouts breakdowns or plant or any other causes (whether or not of like nature) beyond the Seller's control.

1) Law & Jurisdiction

These conditions, quotations and contracts shall be governed by English Law and the Customer agrees to submit to the jurisdiction of the English Courts.