



Terms and conditions for Business Customers

Any Contract for the sale of goods including any quotation, estimate, sale or acceptance of quotation issued by County Flooring (the Company) shall be subject to the following conditions:

1. These conditions of sale together with our acknowledgement of order shall constitute the entire contract between the Company and the Customer. These conditions shall supersede any previous agreements or arrangements (whether oral or implied) between the Company and the Customer in relation to the subject matter of the contract and shall override and exclude any conditions at any time imposed by the Customer save to the extent that such conditions may be incorporated herein. By accepting any estimate or quotation for or placing any order for goods the Customer shall be deemed to have accepted these conditions.

2. No variation of these conditions shall be effective or binding upon the Company unless it is accepted in writing and signed by a director of the Company.

3. a) Quotations only refer to goods and articles specified therein and available at the time of quotation. A quotation is not binding on the Company. Notwithstanding any quotation the contract price shall be the price stated on the order form and the acknowledgement of order. Where there is a discrepancy our acknowledgement of order shall prevail. All prices are subject to increase between that date and the date of delivery in respect of the matters referred to in sub-clauses (b) and (c) hereof. b) All contract prices are based on current rates of exchange and on conforming to statutory obligations and official regulations. c) Unless stated otherwise all prices are subject to VAT at the current rate.

increase in cost arising after the date the order is received as a result of (i) any alterations in the Customer's requirements; (ii) the additional works required as a consequence of Customer's instructions or lack of instructions; (iii) any interruptions, delays, overtime work carried out as a consequence of causes over which the Company has no control; (iv) any increase in any tax duty or levy imposed on goods or services or affecting the contract price in any manner including VAT.

4. Unless otherwise agreed by the Company in writing any data, printed matter, designs, drawings, specifications or catalogues supplied to the Customer before or after the date of order are intended merely to represent a general idea of the goods described therein and shall not be deemed to be a representation or warranty or to form the basis of any contract. The Company will not accept responsibility of liability for or regarding inaccuracy or omission of any kind Except as set out in these terms, all warranties, conditions and other terms implied by statute or common law are, fully permitted by law, excluded from this agreement.

5. a) Sizes: Whilst every effort is made to have the Manufacturer manufacture the correct sizes, slight variations are unavoidable. The British Standards Institutes tolerance for a metric figure is plus or minus 1.25% as specified in BS3865 Clause 3.

b) Fading: Whilst all reasonable endeavours are taken by the manufacturer to use only the best available materials and dye stuffs, we are unable to guarantee the non-bleeding and light fast qualities of the goods.

c) Shading: Cut pile carpets sometimes show a shading effect that appears as light and dark patches due to different pile direction. This effect can be exaggerated by such things as room lighting and certain types of traffic across the carpet. Shading is a natural phenomenon which cannot be eliminated in the production process and is therefore not considered to be a manufacturing fault.

d) Matching: When carpets of different widths are used we cannot guarantee that shades will match although all reasonable endeavours are made to obtain the best possible results. The Company excludes all liability for goods failing to match decorations. e) Consequential Loss: The Company excludes all liability for any consequential loss (whether direct or indirect) expense or damage of whatever kind arising as a result of or in connection with the supply of goods hereunder or their use or anything done or omitted to be done in connection therewith.

f) Alterations/Modification/Repair: The Company shall not be under any liability in respect of goods which are altered, modified or repaired without the Company's consent or defects which arise wholly or partly as a result of negligence or improper handling by any person or any other cause outside the control of the Company. g) Defects in Sub-Floors: The Company shall not be held responsible for any defects in the sub floors whether existing or developing after installation of the new floor covering.

h) Adhesives: Where certain types of adhesives are being used, no smoking must be observed, and all naked lights extinguished as and when requested. Clearance of Working Area: The moving or removal of furniture prior to or during installation will be chargeable. We request that all doors either be eased or removed prior to installation should this be necessary. Where this is not carried out the Company reserves the right to make a charge for such additional labour as is required to clear the working area. j)

Re-Stretching: We will return to site to restretch carpet if required up to a period of six months from the date of installation. If restretching is required outside this period, this will be a chargeable item.

k) Layout: Installation has been planned to use the most economical layout subject to pattern matching. Seams may be used but will be kept to a minimum a) Any time quoted for delivery shall be a guide only. Time for delivery shall not be of the essence of the contract.

b) In addition the Company shall in no event be liable for any indirect or consequential losses, costs or penalties incurred or suffered by the Customer as a result of the Company's inability or failure to meet specified delivery dates.

c) The Company will notify the Customer when the goods are ready to be delivered and it will be the Customer's responsibility to make arrangements for delivery to be made within 14 days of notification. In the event of the Customer being failing to arrange for delivery within the time stipulated then this will constitute a fundamental breach of Contract and the Company reserves the right to resell the carpet forthwith and after deducting the costs of resale reserves the right to recover any further losses from the Customer

7. a) Electrical current for artificial light sending machines, electrical polishers or any other apparatus required for the purposes of this contract to be provided by the Customer;

b) A clear working space must be allowed to our fitters for the execution of our work.

c) Unless otherwise specified all work detailed in the estimate/quotation will be carried out between the hours of 8.30am and 5.30pm from Monday until Friday. This time includes travelling. Extra charges will be made for work required outside these hours.

d) All sub-floors must be in a fit condition to receive materials, Any preparatory work being carried out by the Customer must be completed before our fitters commence installation.

e) Floors which at the time of inspection by the Company's representative are covered either wholly or in part and which are found to be defective or in need of repair, are the responsibility of the Customer.

f) No labour charges for fitting and installation of the goods or otherwise, are included in any estimate /quotation unless specified.

8. a) Payment of the price as set out in our acknowledgement of order and any delivery or other charges imposed pursuant to these conditions shall be paid in full and in cleared funds within 28 days of completion. The date of completion shall be the date of delivery or installation (whichever is the later) or such other date as notified to the Customer by the Company unless otherwise agreed in writing.

b) In the event of a Customer failing to make any payment within such period the Company shall without prejudice to any other right or remedy available to it, be entitled to suspend or cancel any further deliveries to the customer) The Company shall be entitled to charge interest on any account which is overdue for payment at a rate equal to 8% above base rate of the Bank of England for the time being or such other amount as may be permitted pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9. a) The risk in the goods will pass to the Customer upon delivery, but equitable and beneficial ownership shall remain with the Company until payment in full has been received for all goods comprised in all current orders or contracts, or until prior resale, in which case the Company's beneficial entitlement shall attach to the proceeds of resale or to the claim for such proceeds. b) If, before equitable and beneficial ownership passes to the Customer, the Customer becomes subject to any insolvency proceedings or any insolvency related event occurs in respect of the Customer then, without limiting any other right or remedy that the Company may have, the Company may at any time require the Customer to deliver up the goods and if the Customer fails to do so promptly, the Company may enter any premises of the Customer or of any third party where the relevant Goods are stored in order to recover them.

Upon delivery and until payment in full has been made the Customer shall insure and keep the goods insured against all and every risk, including specifically but without prejudice to the generality of the foregoing, damage by the Customer or third parties, fire, explosion, aircraft, theft, tempest and flood. The Customer shall from the date of delivery be responsible for the maintenance and care of the Goods and for any storage costs in respect thereof.

10. The Customer shall not be entitled to cancel without the prior agreement of the Company, any order or part order which has been accepted by the Company, in the event of such cancellation the Customer shall remain liable to pay the Company the full contract price unless the Company shall in its absolute discretion otherwise agree in writing.

11. Any express or implied waiver by the Company of any term or condition of this contract or of any breach or default by the Customer may be terminated by the Customer at any time. No such waiver shall constitute a continuing waiver, nor shall it prevent the Company from acting upon any subsequent breach or default or from enforcing any of the provisions of this contract.

12. This contract and these conditions shall be construed according to and governed by the Law of England and the parties hereby submit to the jurisdiction of the English Courts.

13. a) The Customer agrees to indemnify and keep indemnified the Company against all reasonable fees, costs and other expenses incurred by the Company in enforcing these conditions or any of its terms or provisions. b) All paragraphs and other headings contained in these conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of the contract.