

Dean Austerfield Flooring

Terms and Conditions of Sale

Interpretation

In these conditions

1.1 BUYER means the person so specified on invoicing and whose order for the goods is accepted.

GOODS means the good (including any instalment of the goods or and parts of them) which the seller is to supply in accordance with these conditions.

SELLER means the company whose name is printed on the invoice or advice note. Dean Austerfield Flooring LTD.

CONDITIONS means the standard terms and conditions of sale set out in this document and (unless the context otherwise required) includes the matters set out in the order and any special terms and conditions agreed in writing between the seller and the buyer.

WRITING includes email, facsimile, letter or any other comparable means of communication.

1.2 Any Reference in these conditions to any provision of a statute shall be constructed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings of these conditions are for convenience only and shall not affect their interpretation.

Basis of Sale

2.1 The seller shall sell and the buyer shall purchase the goods in accordance with the order, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the buyer.

2.2 No variations to these Conditions shall be binding unless agreed in Writing between Buyer and the authorised representative of the Seller.

2.3 The Seller's employees or agents (and in particular the fitters) are not authorised to make any representations concerning the Goods unless confirmed by the seller. In entering into the contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representation which are not so confirmed.

2.4 Any advice or recommendation given by the seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of quotation, invoice or any other document or information used by the Seller shall be subject to correction without any liability on the part of the seller.

2.6 Where the order involves installation of the goods by the Seller, the Buyer shall grant the Seller, or its surveyor, access to the premises at reasonable times for the purpose of taking measurement and carrying out the work specified.

2.7 The Seller reserves the right to cancel any order by refunding monies paid upon the receipt of a report from its surveyor if upon inspection the premises are or if the proposed installation is unsatisfactory to the Seller or in the event of an unsatisfactory credit reference being obtained in respect of the Buyer.

2.8 In the event of the Buyer being more than one person, then the liability of the Buyer shall be joint and several.

Orders and Specification

3.1 No order shall be submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised agent.

3.2 The quantity, quality and description of and any specification for the Goods shall be set out in the Seller's order form.

3.3 The Seller reserves the right to make any changes in the specification of Goods which are required to conform to any applicable safety or other statutory requirements, or where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.4 No order which has been accepted by the Seller may be cancelled by the buyer except with the agreement in Writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.

3.5 All sizes are approximate. Slight variations are unavoidable and a tolerance of plus or minus 1.25% is allowed accordingly.

Price of the Goods

4.1 The price of the Goods shall be the seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list currently at the date of acceptance of the order. All prices

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quoted are valid for 30 days only or until earlier acceptance by the buyer, after which time they may be altered by the Seller without giving notice to the buyer.

4.2 The Seller reserves the right, by giving notice to the buy at any time before delivery, to increase the price of Goods to reflect any increase in the cost to the seller which is due to any factor beyond the control of the Seller (to include labour, materials or manufacture), any change in delivery details, quantities or specifications for the Goods which is requested by the buyer, or any delay caused by any instructions of the buyer to give the Seller adequate information or instructions.

4.3 The price quotes is inclusive of VAT applicable on the date of the contract and any variation in the rate of VAT at the date of issue of the tax invoice shall be reflected in the price so invoiced.

Terms of Payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the buyer for the price of the Goods, on or at any times after the installation or delivery of Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or ready for installation (as the case may be), the Seller has tendered delivery of the Goods.

5.2 The buyer shall pay the price of the goods on the last day of installation, notwithstanding that delivery may not have taken place and the property in the Goods has not passed the Buyer. The time of payment of the price shall be the essence of the contract. Receipts for payments will be issued upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy to the Seller, the Seller shall be entitled to: charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above the Bank of England base rate from time to time until the payment is paid in full. (A part month will be treated as a full month for the purpose of calculating interest).

5.4 25% Deposit is required on order.

Delivery and Installation

6.1 Any dates quoted for installation of the Goods are approximate only and the Seller shall not be liable for any delay in delivery or installation of the Goods howsoever caused. The Goods may be delivered by the Seller in advance of the quotation installation date upon giving reasonable notice to the Buyer.

6.2 Where Goods are to be delivered in instalments, each delivery and installation shall constitute a separate contract and failure by the seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the buyer in respect of any one or more instalments shall not entitle the buyer to treat the contract as a whole as denied.

6.3 If the Seller fails to deliver the goods for any reason other than beyond the Seller's reasonable control or the Buyer's fault, and the Seller is according liable to the buyer, the seller's liability shall be limited to the excess (if any) of the cost of the buyer (in the cheapest available market) or similar Goods to replace those not delivered over the price of the goods.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery or installation (otherwise than by a reason of any cause beyond the Buyer's reasonable control or reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.4.1 store the goods until actual delivery or installation and charge the Buyer reasonable costs (including insurance) of storage; or

6.4.2 sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the buyer for any shortfall below the price on the order form.

Risk and Property

7.1 Risk of damage to or loss of the goods shall pass to the Buyer:

7.1.1 in the case of the Goods to be delivered at the Seller's premises, at the time when the seller notifies the buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the price of the Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time that the property in the Goods passes to the buyer, the Buyer shall not 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. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds

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separate from any monies or property of the Buyer and Third parties and in the case of tangible proceeds, properly stored, protected and insured.

7.4 Until such time as the property as the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by the 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 prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.6 The Seller cannot be held responsible for any damage to any internal decoration including but not limited to plasterwork, woodwork, tiles, and wallpaper. In addition, all furniture, other flooring and appliances, not limited to, are the responsibility of the Buyer. These items should be removed from rooms by the Buyer. If the Buyer is unable and has arranged with us beforehand for the carpet fitters to do this, any accidental damage that may occur, this also remains the responsibility of the Buyer.

Defects

8.1 Any defects which become apparent upon delivery or installation shall be notified by the Buyer to the Seller in writing within 7 days.

8.2 in the event of a minor defect or omission arising upon delivery or installation the Buyer shall upon giving written notice under clause 8.1 hereof be entitled to retain up to 5% of the price. Subject to the retention of up to 5% of the price the balance of the price shall be paid in accordance with clause 5.

Guarantee and Manufacture

9.1 Over time regular foot traffic will flatten the pile surface of a carpet in the main walkways causing areas of differential wear, this can be more evident on plain carpets, but can happen to any carpet. These areas will appear lighter or shaded in comparison to the less frequently used areas. This happens to all carpets with a pile surface and is not the basis for complaint. Similarly, pile reversal is a phenomenon that can affect a cut pile carpet and is such, not a manufacturing fault.

9.2 Manufacturers cannot guarantee an exact colour match between the shop sample and the purchased carpet due to separate dye batching. The same is said for carpets purchased from different roll lengths.

9.3 Fitting is guaranteed for 12 months from date of invoice.

9.4 Flooring products have different guarantees. The guarantee for your flooring will be stated on your order form.