

## CASTLE STREET FLOORING TERMS AND CONDITONS

### 1. PLACING OF ORDERS

- 1.1 Orders placed by telephone must be confirmed in writing or by email.
- 1.2 An order placed, or other instruction given by a person authorised by the Customer to represent the Customer, shall bind the Customer.
- 1.3 Placing an order implies acceptance of these terms of trading.
- 1.4 Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of such right.

### 2. CANCELLATION OF ORDERS

- 2.1 The Seller is not obliged to allow cancellation of any order or part of an order once placed.
- 2.2 Where the Seller has in turn placed an order with one or more manufacturers for the goods described in an estimate for which an order has been received, no cancellation of the order will be permitted.
- 2.3 If an order cancellation is accepted, an administrative fee equal to 10% of the price will be charged to the Customer's Account.

### 3. PRICES

- 3.1 The prices of goods and service are those ruling at the date the order is taken.
- 3.2 The Seller reserves the right to revise its quotation prior to the delivery of services/installation of goods to reflect any increase in manufacturer's costs, delivery charges, VAT and any other applicable costs and taxes

### 4. CREDIT TERMS

- 4.1 The existence of credit terms for the Customer shall be by agreement with the Seller.
- 4.2 If credit terms are not in place when an order is taken, payment is due in full with the Order.
- 4.3 If credit terms are agreed, payment for goods delivered and installed or for other services provided, must be received within 7 days of invoice.
- 4.4 Interest at 3% over Lloyds TSB Bank base rate shall be due on all late payments and shall be calculated from the due date for payment to the date of final payment (whether before or after judgement). Unpaid interest shall be added to the sum due at the end of every month.
- 4.5 The Customer shall not be entitled to make any deduction, withholding, or set off, in any respect of any amount claimed from, or owing by, the Seller on any account.

### 5. DELIVERY, INSTALLATION AND PROVISION OF SERVICES

- 5.1 The time for delivery, installation and delivery of services is given in good faith and whilst every effort is made to ensure this is met, this cannot be considered as the essence of the contract and the seller shall be under no liability if delivery, installation or delivery of services is delayed for any reason.

5.2 The Seller acts as agents for local self employed flooring contractors and can arrange for one of these to deliver and fit goods purchased from the Seller and/or to provide other services under a separate agreement between the Customer and the Contractor. Under this arrangement the Seller retains full responsibility for its products and the Contractor is responsible for the standard and quality of the work and any liability arising from installation or other service provided. Where the Customer has accepted such an arrangement, the Customer will make payment directly to the Contractor of any such sums identified as being specifically due to the Contractor. Any such sums are payable immediately upon completion of the work.

## 6. WARRANTY

6.1 The Seller warrants that the goods will be of merchantable quality and fit for the purpose they were sold.

6.2 The Customer and Seller agree that the upper liability of the Seller for any defects or otherwise relating to the goods or any part thereof or for services provided shall be the amount of the price which has actually been received by the Seller for such goods.

6.3 The Seller may discharge any such liability at any time by tendering free of charge replacements for the goods or services which were defective or which became defective within a reasonable period thereafter.

## 7. FORCE MAJUERE

7.1 The Seller shall not be liable for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of goods or services by the Seller being prevented, hindered or delayed or rendered uneconomic by reason of any circumstances or events beyond the Seller's reasonable control.

## 8. SPECIFICATIONS AND TECHNICAL

8.1 Colours of goods manufactured in different tolerances or supplied in different widths do not necessarily match.

8.2 All pile carpets are liable to shading i.e. to show light and dark patches arising from unequal crushing of the surface. Light and delicate carpets are liable to become solid in wear and so to lose or change colour. These qualities are inherent in goods of this nature. The Seller cannot accept liability arising from these effects.

8.3 The Seller cannot be liable to replace carpet for:

- Shrinkage of foam backed carpets which are laid on floor having a moisture content of in excess of 3% or subjected to central heating
- Defects in backing of foam backed carpets unless paper felt is laid between the carpet and the floor.

## 9. COMPLAINTS/CLAIMS

9.1 All goods and services provided must be inspected by the Customer immediately upon installation/completion / and any defect notified to the Seller within 3 working days. Any such complaint can only be considered once the installation or service has been inspected by the Seller and in the case of goods provided, details submitted to the manufacturer on the manufacturer's official complaints form.