

## TERMS AND CONDITIONS

**1. GENERAL** the following conditions issued by Axminster Carpets Limited (the "company") apply to any contract of which these conditions form part to the exclusion of any conditions of order or purchase of the Buyer or any other standards, specifications, conditions or particulars of or adopted by the Buyer, unless expressly accepted in writing by the Company as part of the contract. "Goods" means the subject matter of the contract and whether one or a number of items, whether or not identical or similar. Illustrations, specifications and performance schedules set out in the sales literature of the company are statements of opinion only and are provided for information only and form no part of the contract.

**2. QUOTATIONS AND TENDERS** 2.1 No order placed in response to the company's quotation will be binding unless accepted by the company in writing.  
 2. Where goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.  
 3. Tenders submitted by the company shall remain open for the acceptance for a period of 30 days from the date of the tender, unless in the tender some other period is specified or accepted.

**3. PRICES** Prices are subject to alteration at any time without notice and all orders are accepted on the condition that they are charged at prices ruling at date of receipt of order. Prices quoted in the price list are exclusive of VAT.

**4. TERMS OF PAYMENT** 4.1 Prices quoted are net. All invoices dated 1st to 31st are due for payment 30 days after invoice. When deliveries are spread over a period, each consignment will be invoiced as despatched and each month's invoices will be treated as separate account and be payable accordingly. Failure to pay for goods or for any delivery or instalment shall entitle the company to suspend further deliveries and work both on the same order and on any other order from the buyer without prejudice to any other right the company may have.

**5. OVERDUE ACCOUNTS** If the company employs a professional collection agency or solicitor to collect a debt due under contract, the whole cost of such collection including the professional fees shall be borne by the customer. The company also reserves the right to charge interest on overdue accounts at the rate of 2% per month.  
 5.1 In the event that a cheque is returned by the bank, the company shall be obliged to charge £20 on each presentation and withhold supplies until the company is satisfied that clearance has been achieved.

**6. CREDIT CONTROL** 6.1 The company reserves the right where genuine doubts arise as to a buyer's financial position or in the case of failure to pay for any goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

6.2 In the event of any adverse financial information coming to our notice at any time, we reserve the right to withhold supplies.

**7. SUPPLY OF GOODS** We reserve the right not to supply goods to anyone selling on to another supplier as after sales service can only be given to a bona fide account of Axminster Carpets Limited.

**8. RETENTION OF TITLE** 8.1 Until full payment for the goods and all other sums due from the customer to the company has been received by the company:

- the property of the goods shall remain in the company but subject to clause 8.1 and 8.1(d) the customer shall be at liberty to sell the goods in the ordinary course of business.
- the customer shall keep and store the goods in such a manner that they can be identified as being the company's property.
- the company may at any time revoke the customer's power of sale by notice to the customer if the customer is in default for longer than fourteen days in the payment of any sum whatsoever due to the company, or if the company has bona fide doubts as to the solvency of the customer.
- the customer's power of sale shall automatically cease if a receiver or manager is appointed over any of the assets, or the undertaking of the customer, or a winding up petition is presented against the customer, or the customer goes in to voluntary liquidation or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.

a. Nothing in this clause 8.1 shall affect the passing of risk of loss or damage to the goods which will pass to the customer on delivery.  
 8.2 Upon determination of the customer's power of sale under clauses 8.1(c) or 8.1(d) the customer shall place the goods at the company's disposal and the company shall be entitled to enter upon any premises of the customer for the purpose of removing the goods from the premises (including severance from the realty where necessary).

The above conditions shall be construed according to the laws of England and all parties shall submit to the jurisdiction of the courts of England in connection with any dispute or proceedings arising out of any contract contained in these conditions.

**9. DISPLAY AND ADVERTISING MATERIAL** All display and advertising material provided to retailers remain the property of Axminster Carpets Limited. It is advisable that customers should insure these goods to their full value.

**10. ADDITIONAL CHARGES** Cutting Charges for Rolls – Where an order attracts roll price but requires the cutting down of a roll, we will make a nominal charge of £5 per cut to help offset costs. Heat Seaming - £5 per metre of seaming. Additional charges for planning,

also laying and fitting, Whipping - £5 per metre. Carriage Charges – goods will be delivered by our own transport or company nominated carriers to our appointed retailer's premises or their warehouse free of charge.

**11. CLAIMS** Great care is taken to ensure perfect goods are dispatched from our factory; nevertheless, all carpets should be examined on arrival and any defect or discrepancy in measurement reported at once. Claims for manufacturing faults or incorrect measurements cannot be accepted after a carpet has been cut and laid. The company's liability for defective carpet will be limited to replacement and no claims will be considered for labour or other charges in connection with installation or removal. Complaints will only be inspected by Axminster Carpets Ltd once a complaints form has been completed and returned.

**12. DELIVERY** Whereas every effort is made to execute orders promptly, the company accepts no liability arising from delays.

**12.1 DELAYED ACCEPTANCE** If for any reason the buyer is unable to accept delivery of the goods when the goods are due and ready for delivery, the company may arrange storage of the goods and the buyer shall be liable to the company for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right, which the company may have in respect of the buyer's failure to take delivery of the goods or pay for them in accordance with the contract.

**13. DAMAGE AND LOSS IN TRANSIT** No responsibility can be accepted for the non-delivery of goods unless the carriers and this company are notified in writing within 21 days of the date of invoice. Consignments damaged or with part contents missing must be signed for accordingly and reported to the carriers and this company in writing within 3 days of delivery.

**14. CANCELLATION OF ORDERS** Cancellation of orders for cut lengths cannot be accepted if the goods have already been cut and dispatched.

**15. RETURN OF GOODS** All returns must be carefully wrapped. We regret we are unable to accept the return of any carpets which have been treated with stain repellent or soil protection products. Acceptance of returns is at the company discretion and will be subject to a handling charge based on 25% of the goods value.

**16. NARROW LOOM AND BROADLOOM CUTS** All cuts will be dispatched with the ends unbound. 0.91 metre will be cut from Broadloom, therefore one or both edges may not have a selvedge.

**17. SIZES** Whilst every effort is made to manufacture the correct size, slight variations are unavoidable. The British Standards Institute tolerance is 1.25 per cent either way (BS 3655 Clause 3, or relevant standards governed by relevant BS standards).

**18. MATCHING & COLOUR** Every effort is made to match varying widths as near as possible, but an exact match for pattern and colour between different widths and samples cannot be guaranteed. (All standards governed by relevant BS standards).

**19. SHADING** All cut pile materials are liable to shading, that is light and dark patches appearing and whilst these can be in any area, used or unused, they are most likely to occur in areas of heavy traffic, at turning points near doorways, or in areas of concentrated abrasion such as in front of seating etc. (All standards governed by relevant BS standards). Heavy pressure crushes the pile, altering the lay and exposing more of the tufts than the tips. These sides are more reflective of light and therefore the pile appears lighter in walked on or crushed areas. When areas of crushing are side by side with unused areas, an apparent "patchiness" can be observed. This is not a defect and can often be minimised by regular use of an efficient upright cleaner, with strong suction and beater bar. Please note that loop pile carpets should be cleaned with a suction type cleaner or one with a gentle beater bar action. A machine with an aggressive beater bar may catch the fibres giving the carpet a hairy appearance. (Note) Natural yarn as its name suggests is unbleached and undyed and due to the natural pigment will lighten or whiten in time. (All standards governed by relevant BS standards).

**20. BERBERS** All Berber carpets produced from wool or containing wool involve the use of random blends of natural colours. As a result, when seen in full widths, a "LINED" effect may be apparent which is not always visible in small display lengths or pattern book samples. This is not a manufacturing defect, but characteristic of Berber carpets which are primarily intended to offer the purchaser a product which resembles 'hand-made' carpets and rugs produced by the Berber Tribesmen, from who the name is derived.

**21. SOILING** Many of the light and delicate shades are liable to become soiled in wear and so have the effect of having faded. This is a matter over which the manufacturer has no control. (All standards governed by relevant BS standards).

**22. FITTING** All carpets should be fitted in accordance with BS 5325. Selvedges should be carefully trimmed before silvaseaming and sealed with an appropriate sealer. (All standards governed by relevant BS standards).

**23. UNDERFELT** It is recommended that a high compression traditional felt, crumb/felt or crumb rubber type underlay, which has been classified as being suitable for its intended application in accordance with the requirements of BS 5808 1991, is used with our products. We do not recommend waffle underlay under our carpets on stairs. (All standards governed by relevant BS standards).

**24. STAIR INSTALLATIONS** To ensure even wear, it is necessary to move the carpet periodically and additional material should be allowed for. If this is impractical, consideration should be given to the retention of sufficient material for subsequent replacement of areas of high wear (BS 5325). Unless these recommendations are followed, we cannot accept complaints of localised wear.

**25. NOTICE** The manufacturer reserves the right to alter specifications without notice.

**26. WARRANTY, LIMIT OF RESPONSIBILITY** 26.1 The company warrants in relation to goods the company's manufacture that it will replace or repair any goods which are found within a period of six months from the date of dispatch of such goods from the company's works (the "warranty period") to be defective (excluding fair wear and tear or damage due to misuse or faulty operation) with the company to be the sole arbiter as to whether the goods are defective. The company will require a reasonable period of time to replace or repair the goods. This warranty does not extend to any goods not manufactured by the company, to second-hand or reconditioned goods nor to goods sold as "imperfect" and accepted by the buyer.

2. The buyer's remedy in respect of any claim under the foregoing express warranty, or any claim under any condition or warranty implied by law or any other claim in respect of the goods or any workmanship in relation thereto (whether or not involving negligence on the part of the company) shall in relation to goods of the company's manufacture be limited to replacement or repair as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period.

2. The buyer agrees that no statement of representation has been made by the company relating to the goods other than any which may be expressly contained in the quotation given by the company or in the contract of which these conditions form part or in any document expressly stipulated by the company to form part of the contract. If any other statement or representation has been made by or on behalf of the company or is contained in the company's sales literature the buyer confirms and warrants that it understood this to be a statement of opinion only and did not rely on it.

3. The company shall not in any circumstances be liable for any defect or failure of any goods manufactured or supplied by the company which have been subjected to any process or processes after leaving the company's works.

4. The company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

**27. INDEMNITY** The buyer agrees upon demand to indemnify the company against all losses, damages, injury, costs and expenses of whatever nature suffered by the company to the extent that the same are caused by or related to:

- designs, drawings or specifications given to the company by the buyer in respect of the goods;
- defective materials or products supplied by the buyer to the company and incorporated by the company in the goods; or
- the improper incorporation, assembly, use, processing, storage, or handling of goods by the buyer.

**28. DRAWINGS AND INFORMATION** 28.1 The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the buyer to the company, whether written or verbal, is in all respects complete, accurate and entirely suitable for the buyer's requirements.

28.2 Unless otherwise expressly agreed, the company shall have no responsibility for the performance, suitability or durability of any goods or any materials or workmanship comprised therein to the extent the same is manufactured in accordance with the buyer's designs, drawings, standards or specifications.

**29. PATENTS, ETC.** The buyer shall indemnify the company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the company with the buyer's instructions, whether express or implied.

**30. HEALTH AND SAFETY** The buyer agrees to pay due regard to any information or any revised information whenever supplied by the company (and is deemed to have been adequate information and to have read and understood it) relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the buyer undertakes to such steps as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risk to health at all times as mentioned above. For these purposes the buyer is deemed to have been given a reasonable opportunity to test and examine the goods before delivery.

**31. SUBCONTRACTING** The Company reserves the right to subcontract the whole or any part of the contract.

**32. APPLICABLE LAW** The contract shall in all respects be governed by and constituted in accordance with English law and the buyer hereby submits to the non-exclusive jurisdiction of the English courts.