

Terms and Conditions

1. Prices

- 1.1 The cost of delivering the goods to any destination on the mainland of Great Britain shall be included in the quoted price.
- 1.2 In addition to the quoted price, carriage will be charged at cost for off-shore deliveries and special arrangements, e.g. Site Deliveries.

2. Deliveries

- 2.1 The Company shall not be liable to make delivery by any specified date or within any specified period. The Company's only obligation shall be to deliver within a reasonable time, taking into account the time the Company received all necessary information including delivery instructions to enable the Company to manufacture or deliver the goods.
- 2.2 No stipulation as to time or period of delivery shall be of the essence of any contact between the Company and the customer.
- 2.3 The Company shall not, under any circumstances, be liable to compensate the customer for any indirect or consequential loss whatsoever (including but not limited to, loss of profit or liability to third parties) arising by reason of the Company's failure to deliver the goods at or within the time or period stipulated by the Customer or that notified by the Company to the Customer or within a reasonable time and whether or no such failure results from the Company's negligence and the Company with not accept any term or condition which provides for the payment of liquidation damage for any delay.

3. Payment

Payment of the invoice price shall be made by the twentieth of the month following the month in which the invoice is issued in respect of the goods, unless different terms are stated on the invoice, in which case payment shall be made according to such terms.

4. Risk

- 4.1 The risk in the goods shall pass to the Customer on delivery of the goods to the Customer or any such person authorised by the Customer to receive the goods and the Company shall have no responsibility in respect of the goods after that time.
- 4.2 Where the goods are to be collected by or on behalf of the Customer, delivery shall take place at the Company's premises when the goods have been loaded onto a vehicle for despatch.

5. Retention of Title

- 5.1 Unless otherwise agreed in writing by the Company, the goods shall remain the sole and absolute property of the Company until all monies due in respect of this contact or any other contact between the Company and/or Contempo Carpets Ltd and the Customer have been paid in full and the Company retains the right to disposal of the goods until ownership passes under this condition.
- 5.2 Subject to condition 5.4 the Customer may at any time after delivery use or sell the goods in the ordinary course of business even though the amount invoiced for the goods has not been paid for in full
- 5.3 Until ownership in the goods passes to the Customer it shall hold them as bailee in the fiduciary capacity to the Company and shall store the goods in a manner which makes them readily identifiable as the Company's goods and shall, upon request, promptly inform the Company of the location of the goods.
- 5.4 In the event of the Customer failing to pay any amount due for delivery of any goods supplied by the Company for 7 days beyond the due date for payment (whether or not any agreed credit period has expired) or ceasing or threatening to cease to carry on trading, or passing or calling a meeting to pass a resolution for winding up, or proposing a moratorium of creditors, or voluntary arrangement, or if any receiver or administrative receiver is appointed of any of the Customer's assets or if a winding up petition is presented, then the Customer shall forthwith cease to use or otherwise dispose of the goods not then used, disposed of or sold and shall upon demand forthwith deliver to up to the Company any of the goods in the Customer's possession or under its control.
- 5.5 On making such a demand as in clause 5.4 the company shall be entitled without incurring any liability to Customer, to enter the Customer's premises or any other premises where the Company's goods are located to inspect the Customer's stocks and to remove and resell such of the Company's goods as are to be found there.
- 5.6 Nothing in this condition shall give the Customer the right to return the goods without the Company's consent.

6. Termination and Suspension

- 6.1 The Company cannot accept cancellation after the carpet has been cut to size or, in the case of a non-standard colour or quality of the yarn if the order has already been processed.

7. Inspection and Claims

- 7.1 The Customer shall procure that a reasonable inspection of the goods is made upon delivery and in any event before they are processed, resold, cut, made up or otherwise dealt with by or on behalf of the customer.
- 7.2 Claims in respect of defects or errors in quality, description or correspondence of bulk with sample reasonably discoverable on such an inspection including but without limitation, shade, weight, width, appearance, handle, or general performance shall be made within 7 days of delivery.

8. Warranties

- 8.1 The Company warrants that the goods will correspond as to quality and description with the Company's own specifications and will be fit for the purpose and conditions of use for which goods of that description are generally sold by the company so long as they are used in accordance with the Company's specifications and under normal conditions of use.
- 8.2 The Company may deliver against any order an excess or deficiency (subject to normal tolerances) of up to 10% of weight or volume and in particular, the Company shall be deemed to have fulfilled its contract if sizes are within the tolerance of BS3655 vis 0.5" per linear yard and Customers are advised to order 1% more than the exact dimensions of the area to be fitted. ("Normal tolerance" shall mean such tolerances as are recognised or defined by any Government controlled or appointed body of the country of manufacture or by any association of textile manufacturers or such similar quality and description of the goods when used or subject to the conditions for and under which goods of that quality and description are commonly subject in United Kingdom)
- 8.3 Even though a sample may have been supplied to the Customer the goods shall be deemed to be sold by description only.

9. Liability

- 9.1 Where the goods or some part of them are alleged to be in breach of the warranties in clause 8 or unfit for any purpose or condition warranted by the Company as above then:
 - (i) the customer shall notify the Company as soon as is practicable by telephone or fax, followed by written notice and where possible shall afford the Company an opportunity of examining the goods before they are further processed, cut, re-sold, or otherwise dealt with.
 - (ii) the customer shall give the Company reasonable opportunity of correcting and remedial defects or errors at the Company's own cost.
 - (iii) the customer shall at the Company's request and cost and at the Company's option either return the goods to the Company or use its best endeavours to dispose of the goods proved to be defective at the best price reasonably obtainable.
 - (iv) If the customer agrees to an allowance with the Company in respect of the goods such allowances shall be accepted by the Customer in full and final settlement of all claims in respect of any such matters.
- 9.2 The Company's liability (if any) to the Customer in respect of goods shall be in all circumstances be limited:
 - (i) to the actual goods proved to be defective in breach of the warranties given in clause 8 or proved unfit for any warranted purpose or condition.
 - (ii) and, at the Company's option either to giving a refund of the amount paid by the Customer to the Company, or a reasonable credit or allowance for those of the goods proved to be defective or to replacing them at the agreed point of delivery.
- 9.3 The Company shall not, under any circumstances be liable to compensate the Customer for any indirect or consequential loss whatsoever (including but not limited to, loss of profit or liability to third parties)
- 9.4 The Company shall not, under any circumstances be liable to compensate the Customer for post production applications/treatments undertaken by the Customer such as Guardsman and Scotchguard treatments

10. Transport

- 10.1 Where the Company transports the goods, the Customer shall notify the Company and the carrier in writing, otherwise than on a consignment note or delivery document, of any claim for non-delivery of or for loss or damage to the goods in transit within 7 working days of the date of delivery.
- 10.2 If a claim is established the Company's liability shall be limited at the Company's option giving a reasonable credit or allowance for the same or to replacing them.
- 10.3 In the absence of written notification to the Company and the carrier as described in this condition, the goods shall be deemed to have been delivered and accepted by the customer complete and in satisfactory condition.

11. Pile pressure and Shading

Pile reversal is a permanent form of shading which may occur with cut pile carpets. The pile becomes permanently distorted following installation for no apparent reason and gives the effect of light and dark areas. As its occurrence is an unexplainable phenomenon and not a manufacturing fault, no manufacturer can be held responsible if or when it occurs.

12. Anti-Soiling

Treatments of this nature are not recommended and we will not be held responsible for any complaints following their use.

13. Sizes

Carpet sizes are supplied in accordance with British Standard Institute tolerance of +/- 1.25% either way - BS3655

14. Fading

All natural fabrics, such as wool carpets are likely to fade if exposed to strong sunlight, e.g. in front of patio doors, large windows etc. This is particularly apparent on pale or delicate shades. Please contact ourselves for further information if required.