



RAWSON

CARPET SOLUTIONS

Rawson Carpet Solutions is a trading name of W.E. Rawson Ltd

CONDITIONS OF SALE

The Buyer's attention is drawn in particular to the provisions of paragraphs 7 and 8.

GENERAL

1.

a) "the Seller" means W.E. Rawson Ltd

"the Buyer" means the person, firm, company or other legal entity from whom an order for goods is received by the Seller.

"the Goods" means the goods, the subject of the contract or contracts to which these conditions apply.

b) These conditions contain the entire obligations between the Seller and the Buyer and in the case of any inconsistency between any letter or quotation incorporating or referring to these conditions and any order or form of contact sent by the Buyer to the Seller whatever may be their respective dates, the provisions of these conditions shall prevail. No variation of these conditions shall be binding unless made in writing and signed by authorised representatives of the Seller and the Buyer respectively. Any concession made or latitude allowed by the Seller to the Buyer shall not affect the strict rights of the Seller under these conditions. If, in any particular case any of these conditions or any part or parts thereof shall be held to be invalid or shall not apply to the contract such condition or part or parts thereof shall be served and the remaining conditions shall continue in full force and effect.

c) All carpets sold and supplied are subject to a length and width tolerance of plus or minus 1.25% as specified in British Standard 3655 Clause 3.

QUOTATIONS AND ACCEPTANCE OF ORDERS

2.

a) Quotations are subject to confirmation in writing by a Director or other duly authorised representative of the Seller on receipt of order and may be withdrawn or revised by the Seller unless and until so confirmed.

b) Unless previously withdrawn a quotation shall remain open for a Buyer to place an order on the basis thereof for 30 days after issue after which period it shall be deemed to have been withdrawn.

c) Unless otherwise stated all quotations are net ex works and exclusive of VAT.

d) Orders are only accepted subject to these Conditions which shall apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

e)The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Order.

PRICES

3.

a) Except where previously agreed in writing, the Seller's prices shall be those ruling at the date of despatch of the Goods. If at any time between the date of acceptance of an order by the Seller and delivery of the Goods Seller's costs are increased by:

- i) variations in wages, materials or other costs,
- ii) any relevant fluctuation in currency exchange rates,
- iii) legislative measures of any government or legislature involving

new or additional duties or charges or,

iv) any increase in road haulage rates, railway, airfreight or shipping freights or when goods are sold at a price which includes insurance any increase in costs of such insurance.

The Seller reserves the right to adjust the invoice price by such an amount as shall fairly represent the increase in cost to the Seller and the invoice prices so adjusted shall be payable as if it were the original contract price.

b) If required by the Buyer the Seller may but shall be under no obligations to arrange insurance and transportation on the Buyer's behalf and at the Buyer's expense and all such insurance and transport arranged by the Seller shall be deemed to have been arranged by the Seller as Agent for the Buyer.

c) The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants, agents, officers or employees.

DELIVERY

4. a) All times or dates given for delivery of the Goods are given in good faith but without any responsibility on behalf of the Seller. Time shall not be of the essence of any contract nor shall the Seller be under any liability for delay in delivery for any reason whatsoever whether or not such reason is beyond the Seller's reasonable control unless otherwise expressly agreed in writing at or before the date of the order in which case the Seller's liability shall be limited to such liquidated damages as may be specifically agreed in writing. Without prejudice to the generality of the foregoing, any delay in delivery of any instalment of Goods shall not entitle the Buyer to refuse any subsequent instalment or otherwise repudiate the contract.

b) The Goods shall cease to be at the risk of the Seller when they leave the Seller's works, thereafter all Goods will be at the risk of the Buyer.

c) Unless otherwise agreed by the Seller in writing delivery shall take place at the Seller's premises.

d) Where it is agreed that delivery shall take place otherwise than at the Seller's premises the Buyer shall be responsible for and shall supply all necessary machinery, equipment and labour and pay all incidental costs relating to the offloading and taking of delivery of the Goods at the agreed place.

PAYMENT

5.

- a) Time for payment shall be of the essence of the contract and payment must be made in full or before the 20th day of the month following the date of the invoice. In default of payment on the due date, the Seller, without prejudice to any other rights, may charge interest at the rate of 2½% per month on all money due to the Seller under the particular contract and shall be entitled to recover in full any legal or other incidental costs.
- b) The Buyer shall not be entitled to exercise any right of set-off, lien or any other similar rights of claim.
- c) Any discount offered will be shown on the quotation and / or the invoice and will only be allowed if the Buyer adheres strictly to the terms thereof.

6.

- a) If the Goods are delivered in instalments payment shall be due in respect of the instalments whereof delivery has been made whether or not the Buyer claims that any of the Goods are defective.
- b) If upon the terms applicable to any order the price shall be payable by instalments or if the Buyer has agreed to take specified quantities of Goods at a specified time, a default by the Buyer of payment of any due instalment or the failure to give delivery instructions in respect of any quantity of Goods outstanding shall cause the whole of the balance of the price to become due and payable forthwith.
- c) Every delivery of instalments and every delivery of any quantity of Goods under the terms of an order shall be deemed to constitute a separate contract to which the conditions hereof shall apply and failure by the Seller to deliver any one or more of the instalments or any part of any instalment shall not permit the Buyer to treat such failure as a repudiation of the contract in respect of any further instalment.
- d) If the Buyer fails to pay for a delivery of an instalment or for a delivery of any quantity of Goods in accordance with the terms of the order the Seller may at its discretion, without prejudice to any other rights, whether as to damages or otherwise, which it may have against the Buyer, treat the contract as repudiated in which case the Buyer shall have no claim whatsoever against the Seller or alternatively may store the Goods at the Buyer's risk and expense.
- e) Without prejudice to any of the rights the Seller may have under these conditions, if a Seller receives information which throws doubt on the credit worthiness of the Buyer, then the Seller may have the right to demand immediate payment of all outstanding invoices and to demand payment on account in respect of orders which have been placed and confirmed in writing by the Seller but for which no invoices have been submitted and if no payment in advance is made in respect of such orders, the Seller may at its absolute discretion without any liability whatsoever, treat such orders as cancelled.

RETENTION OF TITLE

7.

- a) Title to the Goods shall not pass to the Buyer until:
 - i) the Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer, in which case title to the Goods shall pass at the time of payment of all such sums; or
 - ii) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 7c.

- b Until title to the Goods has passed to the Buyer, the Buyer shall :
 - i) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
 - ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - iii) maintain the Goods in satisfactory condition and keep them insured against all risk for their full price from the date of delivery;
 - iv) notify the Seller immediately if it becomes subject to any of the events listed in clause 11c; and
 - v) give the Seller such information relating to the Goods as the Seller may require from time to time.
- c The Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time :
 - i) it does so as principal and not Seller's agent; and
 - ii) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs
- d If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11c, then, without limiting any other right or remedy the Seller may have;
 - i) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - ii) the Seller may at any time :
 1. require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 2. the Buyer gives notice in writing to the Seller in accordance with clause 7b;
 3. the Seller is given a reasonable opportunity of examining such Goods; and
 4. the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost

the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

CLAIMS

- 8.
- a) No claim for non-delivery, partial loss or damage to the Goods will be accepted by the Seller unless notified in writing by the Buyer to the Seller (with a copy to the carrier if a carrier has been used to deliver the Goods):-
- i) within 3 days of receipt of the Goods concerned for partial loss or damage and,
 - ii) within 10 days of the date when the Goods should have been received.
- b) i) in the event of any matter giving rise to complaint in respect of the quality of the Goods which would be apparent to the Buyer on reasonable inspection the Buyer must give written notice thereof to the Seller within 14 days from the date of delivery.
- ii) In the event of a complaint in respect of a matter not apparent on reasonable inspection the Buyer must give written notice thereof to the Seller within seven days of the defect complained of coming to the attention of the Buyer and / or its employees or agents but in any event no later than three months from delivery of the Goods in question.

c)The Seller's liability in the event of a valid claim for non-delivery or partial loss or damage and/or in respect of Goods which the Seller agrees are not of reasonable quality is limited to giving the Buyer a reasonable credit or allowance in respect thereof (or at the option of the Seller to replace the Goods) but in no circumstances whatsoever shall the maximum liability of the Seller for defective Goods or for non-delivery, partial loss or damage exceed the invoice value of the Goods concerned. Where any such credit or allowance is made of the Goods are replaced as aforesaid, the Buyer shall make no further claim against the Seller whatsoever in respect of the Goods or for any alleged consequential loss arising from their defective condition or non-delivery, partial loss or damage

.d)Without prejudice to clause 8c, the Seller may replace free of charge any Goods found on examination by the Seller to be defective in material or workmanship, provided notification of the defect is made in writing by the Buyer and received by the Seller in accordance with clause 8b. The Seller's liability for defective carpet will be in any event limited to replacement only and no claims will be considered for labour and/or other charges in connection with its installation or subsequent removal. Claims for manufacturing faults cannot be accepted after goods have been cut. In all cases of complaint the Seller reserves the right to either replace or repair.

e)The Seller accepts no responsibility for shading as this is not a fault; it is a characteristic prevalent in high pile and plain carpets caused by uneven pressure as the result of part of the carpet being walked on more than the remainder;

f)The Seller accepts no responsibility for shrinkage of any carpet which has not been secured firmly to the floor, installed in an area subject to excessive moisture i.e. bathrooms, toilets and kitchens or that has not been cared for as outlined in the carpet care leaflet.

g)The Seller gives no warranty or representation whatsoever relating to the Goods and none shall be implied in any contract entered into by the Seller and any such condition or warranty or representation relating in any way to the subject matter of the contract is hereby excluded insofar as the same can be legally excluded.

h)The Seller shall not be liable to the Buyer for loss of profit actual or contingent or consequential losses, expenses or damages howsoever arising suffered or incurred by the Buyer.

i)Any recommendation or suggestion relating to the use of the Goods made by the Seller either in technical literature or in response to a specific enquiry or otherwise is given in good faith but it is the responsibility of the Buyer to satisfy himself as to the suitability of the Goods for his own particular purpose. The Seller will not accept any liability for damage or injury caused by incorrect use of the Goods.

j)Nothing in these conditions shall exclude or restrict the liability of the Seller for death or personal injury resulting from the negligence of the Seller.

FORCE MAJEURE

9.

a)The Seller shall not be liable to the Buyer for any loss or damage or expense whatsoever due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of government, acts of war, civil war, strikes, lock outs, labour disputes, riots, civil commotion, fire, lightning, aircraft, chipping, transport, explosion, flooding, Act of God, illegality, breakdown, accident, theft. After the cessation of any such events the Seller shall not be called upon to make any suspended deliveries in one lot but may recommence delivery upon restored conditions subject, if

appropriate, to a variation in the contract price to cover any increase in cost arising from any cause beyond the Seller's control.

b) If the period of delay extends beyond a reasonable period than either party may terminate the contract as regards any Goods then undelivered provided that if the Buyer cancels the contract the Seller may by counter-notice in writing given within 28 days of such cancellation require the Buyer to take and pay for at a proper proportion of the contract price any of the Goods manufactured or adapted or in the course of manufacture or adaptation to the Buyer's design or specification and any Goods or materials which the Seller has purchased or has contracted to purchase for the purpose of the contract and for which there is no other market readily available to the Seller.

SPECIFICATION AND SAMPLE

10.

a) All illustrations, drawings, catalogues and descriptive matter are of a generally informative nature only and do not form part of the specification or description of the Goods except to the extent of expressly incorporated into the contract. The Seller shall be entitled without giving notice of the same to the Buyer to make such reasonable modifications in specifications, descriptions, designs, materials or finishes as it deems necessary or desirable and the Buyer shall not be entitled to object to or reject the Goods by reason of any such modification.

b) Notwithstanding that a sample of the goods be exhibited to and is inspected by the Buyer such sample is so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample. The Buyer shall purchase the Goods at its own risk as to their corresponding with the said sample and subject to the normal variation between bulk and sample accepted by the trade.

TERMINATION

11.

a) The Buyer cannot cancel the contract without the written consent of the Seller.

b) If the Buyer becomes subject to any of the events listed in clause 11c, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer.

c) For the purposes of clause 11b, the relevant events are:

i) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

ii) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer];

iii) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

iv)(being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

v)(being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;

vi) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;

vii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

d) The Seller shall without prejudice to its rights to terminate be entitled to suspend further deliveries of Goods under this or any other contract.

i) in any of the events mentioned in paragraph b) of this condition or,

ii) if and to the extent that the value of the Goods delivered but not paid for exceeds, or if delivered would exceed, the Buyer's credit limit whether or not advised to the Buyer and whether or not payment is overdue.

HEADINGS

12. GENERAL

a) Assignment and other dealings

i) The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

ii) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all its rights or obligations under the Contract without the prior written consent of the Seller.

b) Notices

i) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre paid first class post or other next working day delivery service, commercial courier, fax [or email].

ii) A notice or other communication shall be deemed to have been received; if delivered personally, when left at the address referred to in clause 12b(i); if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or email], one Business Day after transmission.

iii) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

c) Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

d) Third party rights. A person which is not a party to the Contract shall not have any rights to enforce its terms.

e)Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Seller.

f)Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

g)Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)