



Terms & Conditions

Definitions:

Company: Carpet Accessory Trims Ltd (CAT Ltd).
Units 24a,b. & c, Park Avenue Estate, Sundon Park, Luton LU3 3BP

Customer: Any firm, company or person who purchases products from the Company.

Goods: Any goods or products offered for sale by the Company.

Contract: Any agreement between the Company and the Customer for the supply of goods incorporating these Terms and Conditions.

General

- 1.1 All quotations are made and all orders are accepted subject to the following conditions. All other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing. Any quotation issued by the Company shall not constitute an offer and shall not be binding on the Company. Each order or acceptance of a quotation for Goods by the Customer to purchase the Goods shall be deemed to be an offer by the Customer to purchase Goods from the Company and is entirely at the discretion of the Company and is subject to these conditions.
- 1.2 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 1.3 Acceptance of delivery of Goods shall constitute acceptance of these conditions where acceptance has not previously been communicated by the Customer to the Company.
- 1.4 Orders are accepted (save where the contrary is expressed in writing in the acceptance) subject to the availability of stocks of the Goods ordered at the time specified for the delivery.
- 1.5 The Customer shall not be entitled to rely on any typographical, clerical or other error or omission in any sales literature, quotation, price list, web site, acceptance of offer, invoice or other document or information issued by the Company and the Customer acknowledges that any such error or omission shall not form part of or be incorporated by reference into the Contract. Any such error or omission shall be subject to correction without any liability on the part of the Company.
- 1.6 If any Statement or representation has been made to the Customer by the Company, its servants or agents, upon which the Customer relies, other than the documents enclosed with the Company's quotation or acknowledgement or order, then the Customer must set out that Statement or representation in a document to be attached to or endorsed on the order and in any such case the Company may confirm, reject or clarify the point and submit a new quotation.
- 1.6.1 The Company shall not be liable for any loss or damage whatsoever arising from failure by the Company to perform the Contract, whether wholly or in part, which is caused by:
 - (1) default by our suppliers, or
 - (2) any cause whatsoever beyond our control.
- 1.6.2 Our inclusive liability for failure to perform the Contract, whether wholly or in part and for negligence (other than for negligence resulting in personal injury or death) shall be limited to:
 - (1) in cases in which Goods are returned complete and in the condition in which they were dispatched, the supply of replacement Goods.
 - (2) in all other cases, the payment of a sum not exceeding the proportion of the net invoice price which is attributable to the goods which are the subject of the claim.
- 1.6.3 In no circumstances will the Company be liable for indirect or consequential loss or loss of profits.

Delivery

- 2.1 Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery times stated.
- 2.2 The date of the delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay to the delivery.

- 2.3 Failure by the Customer to take delivery of or to make payment in respect of any one or more instalments of Goods delivered hereunder shall entitle the Company to treat the Contract as repudiated by the Customer.
- 2.4 At the discretion of the Company deliveries to site may be made upon receipt of the Customers written instructions. The Customer must ensure that there is someone available at the delivery site address, aware of the delivery is due and is ready to receive the Goods from the delivering vehicle. If delivery cannot be made due to these conditions not being met and the consignment is returned to the factory, the Company may impose a reasonable charge for storage and re-delivery.
- 2.5 The Company shall endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company, the Customer shall pay all costs for storage and transportation occasioned thereby and payment for the Goods shall be made in accordance with these conditions.
- 2.6 Any packaging supplied by the Company unless otherwise expressly agreed is intended to provide adequate protection throughout normal conditions of transit of usual duration.
- 2.7 The Customer is responsible for unloading the delivery and shall be responsible for loss of or damage to the Goods during the course of such unloading. It is the responsibility of the Customer to inspect the Goods on delivery in respect of design, colour, condition, quantity and quality. The Company shall not be obliged to replace Goods once they have been cut and installed.
- 2.8 A delivery note or noted document for the Company must be signed on receipt of the Goods.

Risk and Title

- 3.1 Risk shall pass to the Customer so that the Customer is responsible for all loss, damage or deterioration to the Goods.
 - 3.1.1 If the Company delivers Goods by its own transport or in accordance with a specific contractual obligation arranges for transport of the Goods at the time when the Goods or relevant part thereof arrive at the place of delivery, or
 - 3.1.2 in all other circumstance at the time when the Goods or a consignment or other part thereof leave the premises of the Company.
- 3.2 Title to the Goods or any relevant part thereof shall only pass to the Customer upon the happening of any of the following events:
 - 3.2.1 The Customer has paid the Company all sums due and payable by it to the Company under the Contract and all other prior Contracts between the Company and the Customer, or
 - 3.2.2 when the Company serves the Customer notice in writing that the title in the Goods or such part thereof has been passed.
- 3.3 The Company may receive goods in respect of which title has passed to the Customer at any time and the Customer hereby licenses the Company, its office, employees and agents to enter upon any premises of the Customer for the purpose of satisfying itself that the condition 3.4 below is being complied with by the Customer or of the recovery of any Goods in respect of which property has not passed to the Customer.
- 3.4 Until title to the Goods has passed to the Customer pursuant to the terms hereof it shall possess the Goods as a bailee if the Company so requires the Customer shall store the Goods separately from other Goods and shall ensure they are clearly identifiable as belonging to the Company.

Cancellation

- 4.1 Cancellation will only be agreed to by the Company on the conditions that all costs and expenses incurred by the Company up to the time of cancellation and all loss of profits and other loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer.

Prices

- 5.1 All prices are, unless otherwise stated, quoted net ex-works exclusive of V.A.T. and are subject to fluctuation in the event of any increase in such costs of labour due to local or national awards or increases in costs of materials and overheads. Any increase in such costs during the period of the Contract will be added to the quoted price.



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- 5.2** In the event of any alteration being requested by the Customer and agreed by the Company in design or specification, the Company shall be entitled to make an adjustment of the Contract price corresponding to such alteration.
- 5.3** Prices quoted are for total quantities shown and the Company may not offer the rates or prices quoted for smaller quantities.
- 5.4** All deliveries are free other than orders or part orders below the minimum carriage paid order value currently applicable, as specified in a current quotation or, in the absence thereof, the Company's prevailing price list.

Terms Of Payment

- 6.1** Unless otherwise agreed by the Company in writing the terms of payment shall be net monthly account due and payable on the last day of the month following the month in which the Goods were dispatched or would have been dispatched save for the postponement otherwise due to default on the part of the Company. The Company shall be entitled to submit its invoice with its delivery advice note at any time thereafter save that where the delivery has been postponed at the request of or by default of the Customer, then the Company may submit its invoice at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.
- 6.2** Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these conditions.
- 6.3** No disputes arising under the Contract, nor delays beyond reasonable control of the Company, shall interfere with prompt payment in full by the Customer.
- 6.4** In the event of default in payment by the Customer, the Company shall be entitled without prejudice to any other right or remedy suspend all further deliveries on any Contract or Contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate of 4% per annum above the Base Rate of National Westminster PLC in force at the time when payment was due.
- 6.5** The Customer acknowledges and by submitting an Order consents to processing and disclosure by the Company of personal or financial data relating to the Customer relevant to any credit which may from time to time be afforded by the Company to credit reference agencies, banks and credit insurers and that such organisations may process the data provided or relevant to any other matter which the Company considers reasonable including, without limitation, any commercial relationship which the Company has with any third party.

Dimensions

- 7.1** The Company reserves the right to alter or change dimensions of the Goods supplied within reasonable limits having regard to the nature of the Goods. Dimensions specified by the Company are to be treated as approximate only unless the Customer specifically states in writing that exact measurements are required.
- 7.2** The Company reserves the right to make design changes to profiles and accessories in the Company literature for reasons including improvement of performance and other factors dictated by market forces.

Loss and Damages

- 8.1** In the event of any loss or damage or delay to any Goods delivered at our risk to a Customer or to his agent or otherwise to his order, notice of the same shall be given by the Customer forthwith upon delivery (or, in case of the loss of any Goods at the time the Goods should have been delivered) and the Customer shall at the same time take all necessary steps to notify the carrier in writing within 24 hours of such loss, damage or delay and where practicable shall enter a note of the same upon the carrier's receipt. If by reason of the failure by the Customer to give any notice as provided above we are precluded from making a recovery from the carrier in respect of the loss or damage or delay complained of, then we shall not be liable by the Customer in respect thereof and the Customer shall be liable to pay for the Goods as though no such loss or damage has occurred.
- 8.2** Terms and conditions proposed by a Customer cannot be accepted by our staff without express written sanction. It is a Customer's responsibility to ensure that such sanction has been given.

Confidential Information

- 9.1** All drawings, confidential records, computer software and other information supplied by the Company are supplied on the express understanding that copyright is reserved by the Company and the Customer will not, without written consent of the Company, either give away, loan, exhibit or sell any such drawings, documents, records, software or other information or extracts here from of copies thereof or use them in any connection with the Goods in respect of which they are issued.
- 9.2** Prior written permission must be sought before displaying the Company brands or logos on a Customer's website. No other brands or logos shall be used to market, display or sell the Company's products.

Customer's Drawings

- 10.1** The Customer shall be solely responsible for ensuring that drawings, information, advice and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents, servants, consultants or advisers, are accurate, correct and suitable. Examination or consideration by the Company of such drawings, information, advice or recommendations shall in no way limit the Customer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.
- 10.2** The Customer shall indemnify the Company from and against all actions, claims, costs and proceedings which arise due to manufacture of Goods to drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of a Patent, Copyright, Registered Design or Design Copyright or other exclusive right.

Data and Technical Information

- 11.1** The information contained in the advertising, sale and technical literature issued by the Company may be relied upon as accurate in the exact circumstance in which it is expressed. Otherwise any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only.

Insolvency

- 12.1** The risk in all Goods supplied by the Company shall pass immediately to the Customer or his agent or otherwise to his order. The Company shall retain sole and absolute property in such Goods as beneficial owner until such time as the monies due to the Company from the Customer have been paid in full. Until that time, a Customer shall be in possession of the Goods as bailee only and shall be deemed to have so acknowledged.
- 12.2** The Customer's rights to possession of any Goods supplied by the Company shall cease if, being an individual, he commits an available act of bankruptcy or, being a company, a receiver becomes entitled to take possession of any of its assets, or any person become entitled to present a petition for its winding up, or it is resolved that it will be wound up. Under any circumstance where monies due to the Company are not forthcoming, the Company shall be entitled in these events to enter at any time with or without vehicles upon the premises at which it is believed such Goods to be stored and to repossess them.
- 12.3** A Customer shall be at liberty in the ordinary course of business, to process and make product from and as our agent, to sell the Company's Goods, whether paid for or not. The proceeds of any such sale shall be for our accounts and shall be held in trust for us to the extent of the full price of the Goods.

Force Majeure

- 13.1** Neither party shall be under any liability for any delay, loss or damage caused wholly or in part by act of God, governmental restriction, conditions or control, or by any reason of an act done or not done pursuant of a trade dispute involves its employees, or not by reason of any other act, matter or things beyond its reasonable control including failure by the other party to carry out provision for these conditions.

Legal

- 14.1** The Contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to jurisdiction of the English Courts only.