

Floortex Europe Ltd Terms and Conditions of Sale Europe

1. General

- 1.1** We issue our price lists and accept all orders to the following conditions.
All other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by us in writing.
- 1.2** If any statement or representation has been made to the Customer by us, our servants or agents upon which the Customer relies other than in our price lists or our acknowledgement of 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 we may confirm, reject or clarify the point and submit a new price.

2. Availability, Variation of Packs and/or Specification

- 2.1** To ensure prompt and efficient delivery, orders can only be supplied in the standard packs as shown in our price list and catalogue, and we reserve the right to substitute and alter the packs or the specifications according to availability. No claim can be entertained as a result of substitutions and /or alterations to the packs or their specifications, and we shall incur no liability in respect of any such claim, unless received by us in writing within seven days after the delivery of the substituted or altered packs of specifications.

3. Modification

- 3.1** We reserve the right to effect minor modifications to the specifications of our products, with or without prior notice, provided such modifications do not in our opinion affect the function or quality of the products.

4. Delivery

- 4.1** Time for delivery is given as accurately as possible but is not guaranteed. The Customer shall have no right to either cancel the order or to seek damages whether in respect of consequential loss of profit or otherwise, for failure for any cause to meet any delivery time stated.
- 4.2** No claim for non-delivery can be entertained and we shall incur no liability in respect of any such claim unless received in writing within 14 days of the invoice date.

5. Risk and Title

- 5.1** Risk shall pass to the Customer so that the Customer is responsible for all loss, damage or deterioration of the Goods:
- 5.1.1** if we deliver the Goods by our own transport or, in accordance with a specific contractual obligation, arrange transport for the Goods, at the time when the Goods or a relevant part thereof arrive at the place of delivery, or
 - 5.1.2** in all other circumstances at the time when the Goods or a consignment or other part thereof leave our premises, and
 - 5.1.3** the Customer shall accordingly arrange insurance unless we have specifically agreed in writing to arrange insurance of the Goods.
- 5.2** Title to the Goods or any relevant part thereof shall only pass to the Customer upon the happening of any one of the following events:
- 5.2.1** the Customer has paid to the Company all sums due from it to the Company under this Contract and under all other contracts between the Company and the Customer including any sums due under contracts made after this Contract whether or not the same are immediately payable, or
 - 5.2.2** when we serve on the Customer notice in writing specifying that the title in the Goods or such part thereof has passed.
- 5.3** We may recover Goods in respect of which titles has not passed to the Customer at any time and the Customer hereby licenses us, or officers, employees and agents to enter upon any premises of the Customer for the purpose either of satisfying ourselves the Condition 5.4 below is being complied with by the Customer or of recovering any Goods in respect of which property has not passed to the Customer.
- 5.4** Until title to the Goods has passed to the Customer pursuant to the terms hereof it shall possess the Goods as our bailee on the terms of this Contract. If we so require the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to us.

6. Shortage and Defects Apparent on Inspection

6.1 The Customer shall have no claim for shortages or defects apparent on visual inspection unless:-

- 6.1.1** the Customer inspect the Goods on the first working day following their arrival at its premises or other agreed destination, and
- 6.1.2** a written complaint specifying the shortage or defect is made to us within seven days, and
- 6.1.3** we are given an opportunity to inspect the Goods and investigate any complaint before any sales or use of an alteration to or interference with the Goods.

6.2 If a complaint is not made to us as herein provided then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.

7. Limit of Liability

7.1 In the event of the condition of the Goods being such as might or would entitle the Customer to claim damages or to repudiate the Contract the Customer shall not then do so but shall ask us to supply replacement Goods and we shall thereupon be entitled to supply satisfactory replacement Goods the Customer shall be bound to accept such replacement Goods and we shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are replaced.

7.2 Save where we are shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods and such failure results in death or personal injury we shall not be liable in respect of claims arising by reason of death or personal injury. Further under no circumstances whatsoever shall we be liable for consequential loss, loss of profits, damage to property, wasted expenditure or cost of mitigation.

8. Payment

8.1 Terms of Payment:

- 8.1.1** Net 30 Days
- 8.1.2** 1% Settlement if Payment received within 14 days of invoice
- 8.1.3** 1.5% Settlement if Payment received within 7 days of invoice
- 8.1.4** 2.5% Settlement if Payment by pro forma

8.2 No disputes arising under the Contract nor delays beyond our reasonable control shall interfere with prompt payment in full by the customer.

8.3 In the event of default in payment by the Customer we shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between us and the Customer without notice and to charge interest on any amount outstanding at the rate of 2% per annum above the Base Rate of HSBC Plc in force at the time when payment was due.

9. Carriage Paid

Minimum Carriage Paid Order - £750 / €1000 or 1 Pallet.

Orders between £375 / €500 & £700 / €1000 will incur a £100 / €125 carriage charge.

Orders under £375 / €500 can only be accepted as "ex works" and will incur the full carriage charge.

10. Discounts

All List & Trade Prices are exclusive of VAT.

Standard Trade Customer Discount is 50% from List / 25% from Trade Price.

Full Pallet Discounts available on request.

11. Booking in Charges

On Orders below carriage paid value, will be charged at cost to customer.

12. Customer Returns

12.1 Goods can only be returned to us for credit following our prior agreement in writing.

12.2 Returns without Authorisation will be refused.

12.3 Return Authorisation valid for 60 days only.

12.4 A handling charge of 15% of the original net invoice price will be imposed on all returns (our errors and omissions excepted).

12.5 Products returned that are price marked or labelled by customer will be subject to an additional 10% reworking charge.

12.6 Products damaged or considered unsaleable by Floortex will not be credited.

13. Legal

The Contract shall be governed and interpreted exclusively according to the Laws of England and shall be subject to the jurisdiction of the English Courts only.

Note: Advantagemat PVC and Ecotex Revolutionmat hard floor mats supplied rolled or not stored in flat form should be given a minimum of 72 hours in a warm environment to retain their original flat form.

Ultimat Polycarbonate and Ecotex Evolutionmat carpet gripper mats supplied in rolls will revert immediately to their flat state when restraining straps are removed due to the material's unique memory characteristics.

Extreme care should be taken when releasing or cutting restraining straps.

14. Terms on future price changes

14.1 Price changes will be submitted a minimum of 30 days before implementation

14.2 Price concessions - If we are able to pass on price decreases in the future these would apply to new orders only.

14.3 Any prices changes are implemented from date of shipment and not date of order.

