

## **Terms of sale:**

### **1 – Orders, payment and price**

These terms shall form the terms of the contract and shall apply to the exclusion of any terms or conditions put forward by the purchaser.

1.2 - All goods ordered by the purchaser are subject to acceptance by the company.

1.3 - Unless specifically agreed in writing by the company, all prices quoted are ex works, and are subject to change without notice. Quoted prices do not include applicable sales taxes, shipping or delivery, duty, nor insurance charges, all of which are to be paid by the purchaser. Only duty authorised representatives of the company may authorise such overtime. The premises must be in good order and ready to receive the ordered goods. Any lost installation time due to adverse job site conditions will be payable by the purchaser.

1.4 - Quoted installation charges, if any contemplate normal conditions at the purchaser's premises and are based upon normal working hours. If overtime is requested by the purchaser in order to complete installation by specific date, such overtime charges will be paid for by the purchaser. Only duty authorised representatives of the company may authorise such overtime. The premises must be in good order and ready to receive the ordered goods. Any lost installation time due to adverse job site conditions will be payable by the purchaser.

1.5 - An advance payment of 50% of the total price of the order is required before the order is processed for production. The balance is due before shipment.

Interest will be charged at 3% over base rate of Bank on all overdue amounts from the due date for payment until payment in full is made. If the ordered goods are ready for delivery and not paid for within the terms of the order, then the company, at its options, may charge reasonable storage fees after 30 days or may sell the ordered goods at any time and after deducting all costs and expenses account to the Purchaser for any shortfall between the value of the order and such costs and expenses.

1.6 - Owing to the production process no cancellations in whole nor in part will be accepted.

1.7 - Any order changes in terms of quality, size, color or design detail may affect delivery schedule and cost.

1.8 - The designated delivery location (either company or the purchaser's designated location) shall be considered the final destination (except for any order that includes delivery and installation). Prior to delivery at such location payment shall be due in accordance with condition above whether or not the purchaser's or its end customer is ready to receive the ordered goods for final installation.

### **2 – Shipment, risk and title**

2.1 - Unless otherwise agreed in writing by the company all orders are shipped ex-works and sea or air freight and local trucking charges to final destination are payable by the purchaser. The company and Purchaser that risk in the ordered goods passes to the purchaser upon notification by the company in writing that the ordered goods are finished and located in the company's factory or warehouse ready for delivery. Notwithstanding the passing of risk, property in and title to the ordered goods shall not pass until all due payments to the company by the purchaser have been made in full.

2.2 - Until property in and title to the ordered goods passes to the purchaser:

2.2.1 - The purchaser shall keep the ordered goods properly stored protected and insured and separated from all or any other goods whether belonging to the company the purchaser or any third party

2.2.2 - The company shall be entitled at any time forthwith to revoke the purchaser's power to deal with the ordered goods and it shall automatically cease if the purchaser is insolvent or suffers any action analogous or similar to insolvency.

2.2.3 - The purchaser shall not make any modification to the ordered goods or their packaging or alter remove or tamper with any marks numbers or others means of identification used on or in relation to the ordered goods.

2.3 - Upon termination of the purchaser's power to deal with the ordered goods, the purchaser shall place the ordered goods at the disposal of the company and the company and its servants and agents are hereby irrevocably authorised without the need for consent of any third party but using only such force as may be necessary to enter upon any premises of the purchaser or any third party for the purpose of removing the ordered goods.

2.4 - Shipment or delivery dates are estimated only and are subject to receipt of the ordered goods, advance payment and final design approvals. No guarantees are made with respect to delivery dates.

### **3 – Claims, complaints liability and remedies**

3.1 - Any apparent damages should be notified to the company upon receipt of the ordered goods. Any concealed damage must be notified within 48 hours of receipt of the ordered goods.

3.2 - Others claims including claims for non-delivery or for failure of the ordered goods to conform to the order must be made in writing within 10 days of receipt of ordered goods stating the basis of the alleged non conformity and describing the portion of the ordered goods being rejected . The company's hand woven and hand tufted carpets and rugs, tufted and printed carpets and rugs are subject to some variations in manufacture. Any ordered goods are warranted to be as described except that they may contain some variations and may not exactly conform to sample in weave, colour, design, match pattern nor size.

3.3 - On receipt of such claim for nonconforming ordered goods, the company, at its option, will either arrange for the return shipment of the ordered goods at the company's expense or have an agent of the company inspect the goods at the company's expense or have an agent of the company inspect the ordered goods for nonconformity prior return of the ordered goods. When the ordered goods are confirmed by the company as being nonconforming, the company will arrange to repair as appropriate subject to normal production and shipment times.

3.4 - Provided that nothing to these terms shall operate so as to exclude the company's non-excludable liability in respect of death, personal injury, or for fraudulent misrepresentation, or exclude the application of section 12 of the sale of goods Act 1979. The exclusive remedies of purchaser are the repair and/or replacement of nonconforming ordered goods. In no event shall the company's liability exceed the actual cost of the ordered goods. The company shall not be liable in contract nor tort for any indirect consequential damages, nor for loss of profits.

3.5 - Due to the nature of hand or woven manufacturing process, dye lot differences design variations and dimensions ordered may vary slightly from the sample and within the order itself.

3.6 - Orders for loop pile will normally show some sprouting of yarns. Sprouting is not a manufacturing defect. Yarn should be clipped of at the surface not pulled.

3.7 - All ordered goods may exhibit some pile crushing, shading, watermaking or soiling are not manufacturing defects and shall not be deemed non-conforming.

### **4- Termination and suspension**

4.1 - Without prejudice to any rights and remedies available to it, the company shall be entitled, forthwith on written notice to the purchaser either to terminate the contract wholly or in part and/or any other contract with the purchaser or to withhold performance of all or any of its obligations under the contract and/or any other contract with the purchaser (and on the giving of such notice all monies outstanding from the purchaser to the company shall become immediately due and payable) if:

4.2- any sum owing to the company from the purchaser or any account whatsoever shall be unpaid after the due date for payment (in which event the company shall have a general lien for any such sum on all and any property of the purchaser in its possession); and/or

4.3 -a notice, petition for winding up, administration, is presented or made, any voluntary, arrangement with all or any creditors, suspension of payments to all or any creditors, ceasing business, administration or receiver being appointed over the purchaser or any action anyway similar or analogous to any of the foregoing occurs; and/or

4.4 - the purchaser shall commit any breach of any contract (including without limitation of the contract) with the company.

In the event of a suspension of performance, to require pre-payment, or such security as it may require.

## **5 - Intellectual property rights**

5.1 - If any claim is made against the purchaser that the ordered goods infringe or that their use or resale infringes the copyright, design right, registered design, trade mark or other industrial or intellectual property rights of any other person or any claim is made in respect of passing off or unauthorised use of confidential information in relation to the ordered goods and/or their use or resale, the purchaser shall forthwith notify the company in writing and the company shall be given full control of any proceedings or negotiations in connection with any such claim. The purchaser shall give the company all reasonable assistance for the purposes of any such proceedings or negotiations and except pursuant to a final award, the purchaser shall not pay or accept any such claim, or compromise any such proceeding without the consent of the company. The purchaser shall do nothing which would or might vitiate any policy or insurance cover which the company may have in relation to such alleged infringement.

5.2 - If the ordered goods are to be manufactured to any colour or design in accordance with a specification submitted by the purchaser, the purchaser shall (without prejudice to the other rights and remedies of the company) indemnify the company in full against all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred by the company as a result of or in connexion with

5.2.1 - any claim for infringement of any copyright, design right, registered design, trade mark or other industrial or intellectual property rights of any other person and/or for passing off and/or unauthorised use of confidential information which results from the company's use of the purchaser's specifications.

## **6- General**

6.1 - Waiver of any term of sale by the company shall not constitute nor be construed as an agreement to waive any other provision, nor shall a waiver constitute a future waiver.

6.2 - This contract is a complete and exclusive statement of the entire agreement. No course of prior dealing nor trade usage shall be relevant to supplement or explain any term hereof..

6.3 - The company's salespersons may have made oral statements about the ordered goods. Such statements do not constitute warranties, shall not be relied upon by the purchaser and are not part of this agreement.

6.4 - Any action by the purchaser for breach of this agreement must be commenced within one year after the cause of action has accrued.

6.5 - If any of the foregoing provisions of these terms shall be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions.

6.6 - This agreement shall be governed by English law and the non-exclusive jurisdiction of the English courts.

6.7 - The company shall not be liable in damages nor the purchaser have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including, the denial or cancellation of any export or other necessary licence), war insurrections and/or cancellation of any other cause beyond the reasonable control of the company.