

THE CORD CARPET CO LTD

Terms & Conditions of Sale

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Company Registration No. 17223906 · VAT Registration No. GB 520 6291 18

1. APPLICATION

These Terms and Conditions govern all sales of goods by The Cord Carpet Co Ltd ("the Seller") to any customer ("the Buyer"). They override any conflicting terms in the Buyer's purchase order or correspondence unless expressly agreed in writing by a director of the Seller. By placing an order the Buyer confirms acceptance of these terms.

2. PRICES AND PAYMENT

All prices are quoted in Pounds Sterling and exclude VAT, which will be charged at the prevailing rate on all invoices. Payment terms are strictly net 30 days from the date of invoice. First orders and any order placed by a new customer are supplied on a pro-forma basis; goods will only be released once cleared funds have been received. The Seller reserves the right to charge statutory interest and compensation on any overdue sum under the Late Payment of Commercial Debts (Interest) Act 1998. The Buyer may not withhold, set off or make any deduction from any sum owed to the Seller.

3. RETENTION OF TITLE

Legal and beneficial ownership of the goods remains with the Seller until the Buyer has paid the full invoice price and all other sums due to the Seller in cleared funds. Until title passes, the Buyer holds the goods as bailee, must keep them separately identified and insured, and must not create any security interest over them. The Buyer may resell the goods in the ordinary course of business. If any sum owed to the Seller is overdue, the Seller may (without prejudice to any other right) require the return of the goods and enter any premises where they are held to repossess them.

4. DELIVERY

Any delivery date quoted is an estimate only and time is not of the essence. The Seller will use reasonable endeavours to meet quoted timescales but is not liable for any loss caused by delay. Risk in the goods passes to the Buyer on delivery to the Buyer's address or, where the Buyer collects, on loading at the Seller's premises. The Buyer must ensure that a competent person is available to receive, inspect and sign for the goods. Delivery charges are quoted separately and are additional to the goods price.

5. INSPECTION, RETURNS AND DAMAGE

The Buyer must inspect the goods on delivery and notify the Seller of any shortage, damage or non-conformance in writing (by email is sufficient) within 3 business days of delivery. Damage or shortage claims will not be considered after this period. End-of-roll pieces, cut lengths and custom-cut goods are non-returnable. Other goods may be returned only with the Seller's prior written agreement, in original condition, at the Buyer's expense. Where a valid claim for faulty goods is made, the Seller will at its option replace, repair or refund the goods concerned. This is the Buyer's sole remedy in respect of faulty goods.

6. LIMITATION OF LIABILITY

Nothing in these terms limits or excludes the Seller's liability for death or personal injury caused by negligence, fraud, or any other liability which cannot lawfully be limited or excluded. Subject to that, the Seller's total liability to the Buyer in respect of any order (whether in contract, tort, misrepresentation or otherwise) shall not exceed the price paid by the Buyer for the goods giving rise to the claim. The Seller shall have no liability for any indirect, consequential or economic loss, loss of profits, loss of business, loss of goodwill, or costs of hire of substitute goods. The Buyer's statutory rights as a consumer (where applicable) are not affected.

7. FORCE MAJEURE

The Seller shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, industrial action, shipping delays, port closures, government action, fire, flood, or pandemic.

8. GOVERNING LAW AND JURISDICTION

These terms and any dispute arising from them shall be governed by the law of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.
