

## TERMS AND CONDITIONS OF SALE FOR LECAFLOR LTD (The Company)

1. All prices quoted by the company are subject to VAT at the current rate. Material will be charged at the current prices at time of dispatch
2. Times of delivery given by the company are given in good faith. The company cannot accept responsibility for any delay in advised delivery times, however caused.
3. Return or cancellation of materials cannot be accepted by the company other than by prior arrangement. If the return of materials is accepted by the company, a minimum handling/restocking charge of 25% will be made. Under no circumstances will cancellation of non-stock material or the return of sheet material be accepted after such materials have been ordered and/or cut.
4. Whilst every effort is made to ensure that deliveries of specific shades of floor coverings are drawn from one batch, the company cannot accept any claim based on variation of shade after materials have been cut or laid.
5. Risk of damage to or loss of the goods shall pass to the buyer: in the case of goods to be delivered at the companies premises, at the time when the company notifies the buyer that the goods are available for collecting; or in the case of goods to be delivered otherwise than at the time of delivery or, if the buyer wrongfully fails to take delivery of the goods, the time when the company has tendered delivery of the goods.  
Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the buyer until the company has received in cash or cleared funds payment in full of the price of the goods and all other amounts which may be due to the company.

Until such time as the property in the goods passes to the buyer the company shall be entitled at any time to require the buyer to deliver up the goods to the company and, if the buyer fails to do so forthwith, to enter upon any premises of the buyer or any third party where the goods are stored and repossess the goods.

6. Loss or damage must be notified in writing, to the company within three days of receipt of materials. The company will not accept any claim arising from loss or damage after the three day period.
7. No responsibility will be accepted for the results of any work carried out with materials supplied by the company, since the company has no control over methods or conditions of use.
8. Whilst every effort is made on our part to ensure that the material is Dispatched exactly as ordered and after strict quality control inspection, occasional mistakes are not impossible.

BEFORE cutting material the following should be checked;  
Is it the correct material?  
Is this the correct size?  
Is the colour correct?  
Are there ANY visible defects?

**NO CLAIMS FOR THE ABOVE CAN BE CONSIDERED AFTER THE  
CARPET HAS BEEN CUT OR INSTALLED!**

If supplied materials are subsequently found to be defective, the limit of our liability will be limited to the cost of replacement material only, reducing by 20% of the original value on the anniversary of supply or part thereof.

9. If a cheque is not honoured and we have to re-present a charge of £25.00 per presentation will be made.
  10. The placement of an order with the company is an acceptance of the terms and conditions of sale as stated above.
  11. All carpets are supplied in accordance with BS3655 which allows for size tolerances of +/-1.25%
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