

R U S S D A L E S: TERMS AND CONDITIONS OF SALES

FLOORS

Should solid floors not accept concrete nails then drilling and plugging or gluing is necessary, an additional charge will be made as applicable.

PIPES AND CABLES

Russdales or their contractors cannot be held responsible for damage done to any pipes or cables hidden from view, or for any consequential damage to property or fittings, unless these are clearly notified beforehand. It is the customer's responsibility to notify Russdales, in writing, if any under floor piping or cables exist, prior to arranging fitting. If any doubt exists we will be pleased to arrange for any fixings to be glued to the floor for a nominal charge.

STORAGE

A minimum of 14 days notice are required for the delivery of goods held in storage by prior agreement and awaiting customer's instructions.

Dates agreed for the delivery of goods to your home cannot be changed without prior agreement of both parties.

Where a request is made to store goods for over 8 weeks, russdales will endeavour to assist but reserve the right to make a monthly charge to cover storage & insurance.

ACCESS FOR DELIVERY

It is the customer's responsibility to check that access is sufficient to allow for delivery of the goods ordered. Any costs involved in the removal of doors, windows, etc. required to facilitate access are payable by the customer.

MATCHING

While every effort is made to ensure satisfaction, exact colour/design matching cannot be guaranteed between different widths of carpet due to manufacturing tolerances over which russdales has no control. Neither can an exact match be guaranteed between the carpet supplied and the sample displayed in the store or shown to the customer by our representative.

Further advice on matching should be sought from your sales consultant.

SHADING

Shading due to pile pressure and reversal is a characteristic of all carpets and is particularly noticeable in plain styles. This in no way reflects a defect in the carpet or the materials used in manufacture and does not affect the durability of the carpet.

MAY WE BRING TO YOUR ATTENTION

DEPOSIT

A minimum of 50% deposit is requested before orders can be placed on our central warehouse or outside suppliers, or goods reserved for delivery.

SETTLEMENT

Terms are strictly nett and outstanding amounts must be paid at the time specified when placing the order, but no later than the day of supply.

CANCELLATION

In the event of an order being cancelled after goods have been ordered, or in the case of carpets cut from stock, a cancellation charge of a minimum of 10% will be payable.

VALUE ADDED TAX

Unpaid balances will be subject to VAT at the rate applicable on the date of delivery or collection.

DELIVERY/FITTING DATES

While every effort is made to deliver or fit to the customer's satisfaction, delivery dates are approximate only. Failure to deliver on the stated date or at a specific time shall not render russsdales liable for damages, lost time, or any other consequential loss.

ROOM PREPARATION/DOOR EASING

To facilitate the speedy and efficient fitting of your new floor-covering, your rooms must be cleared of all existing furniture and floor-coverings prior to the arrival of our the fitters.

The cost of moving furniture or of uplifting floor-coverings are not included in your account. Our quotation does not include the cost of easing or trimming doors. Howsoever, we can assist you in obtaining this service.

Russsdales may at its opinion store the goods until actual delivery and charge the Customer for the reasonable cost of storage and insurance or sell the goods at the best price readily obtainable and (after deducting all reasonable storage insurance and selling expenses) charge the Customer for any short fall below the price under the contract.

1. DEFINITIONS

In these Conditions of Sale:

"Customer" means the person who agrees to buy the Goods from Russsdales. "Conditions" means the standard terms and conditions of sale set out herein.

"Contract" means the Contract for the purchase and sale/supply of the goods of which the Conditions form part.

"Goods" means the goods (including any Instalment of the goods) which Russsdales is to supply.

"other relevant goods" means any goods (including any instalment of such goods) which Russsdales has supplied or agreed to supply to the Customer other than pursuant to this Contract.

"Russsdales" means russsdales the flooring specialists
774 Green Lanes, London N21 3RE.

Headings in these conditions are for convenience only and shall not effect their interpretation.

2. GENERAL

2.1 Conditions are incorporated into the Contract and supersede any other conflicting terms or conditions appearing in advertisements, catalogues, or other literature relating to the goods and override and exclude other terms or conditions stipulated or incorporated or referred to by the Customer

2.2 All Orders hereafter given by the Customer are given subject to the Conditions and the signing by Russsdales, of the Customer's order form or other documentation shall not imply any modification of the Conditions. The Customer acknowledges that there are no representations or warranties outside the Conditions and the express written terms of the Contract that have induced the Customer to enter into the Contract.

3. ORDERS AND SPECIFICATIONS

The quantity, Q3.1 Quality and description of and any specification for the goods shall be those set out in the Russsdales quotation (if accepted by the Customer) or the Customer's order (if accepted by Russsdales).

3.2 Russsdales may change the specification of the goods required to conform with any applicable safety or other statutory requirement.

3.3 No order which has been accepted by Russsdales may be cancelled by the customer except with the agreement in writing of Russsdales and on terms that the Customer shall indemnify russsdales full against all losses and costs incurred by russsdales as a result of cancellation.

4. PAYMENT

Unless otherwise stated on Russsdales invoice or otherwise agreed in writing, payment of all sums due from the customer pursuant to the Contract shall be made in full by the Customer without any deduction whatsoever, Interest on overdue invoices shall accrue from the date payment is due from day to day until payment at a rate 4% above Barclays Bank Plc base rate in force at the time both before and after any judgment.

4.2 It is understood and agreed by the Customer that the obligation in respect of payment contained in Clause 4.1 is a fundamental obligation and that failure to take any payment within (7) days of payment falling due shall entitle Russdales without prejudice to its other rights and remedies to:

4.2.1 treat the Contract as repudiated by the Customer and/or

4.2.2 withhold delivery of any subsequent instalments of the Goods and/or

4.2.3 withhold delivery of any other relevant goods and/or

4.2.4 appropriate any payment made by the Customer to such of the Goods or other relevant goods supplied to the Customer by Russdales as Russdales may think fit.

5. DELIVERY

Any period or 5.1 Any period or date for delivery stated in the Contract is an estimate only and russdales shall not be liable to the Customer for any delay howsoever caused. Neither the time of despatch nor of delivery shall be of the essence, however The Flooring Depot shall endeavour to deliver as stated in the Contract and the Customer shall make all arrangements necessary to take delivery of the Goods then tendered for delivery.

5.2 A failure by Russdales to make an instalment delivery will not entitle the Customer to repudiate the Contract.

5.3 If the Customer fails to take delivery of the Goods by not collecting or not accepting them or fails to give Russdales adequate delivery instructions before the time stated for delivery then without prejudice to any other right or remedy.

6. CONDITIONS AND WARRANTIES

6.1 Russdales warrants that the Goods shall correspond with the specification of description referred to in the Contract except when the Customer is dealing (as defined in Section 12 of the Unfair Contract Act 1977). All other conditions, warranties or other terms relating to fitness for purpose merchantability of condition of the goods whether express or implied by statute common law or otherwise are hereby excluded.

6.2 Where the goods are sold under a consumer transaction (as defined by the Consumer transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by the Conditions.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1 If there is a breach of the Warranty in Clause 6 or the goods (or any of them) have been lost or damaged whilst at russdales risk Russdales shall at its option either rectify or replace them or refund the price paid by the Customer. Under no circumstances shall the liability of russdales exceed the price of the goods.

To the extent 7.2 To the extent permitted by law, russdales shall in no circumstances have any liability to the Customer for any economic loss, costs, expenses suffered or incurred by the Customer, or for any loss or expense arising from any claim against the customer by any other person, or for any other claim whatsoever arising by reason of any representation or any implied warranty condition or other term or any common law duty or under any express term of the Contract and arising directly or indirectly in connection with the Goods or their supply or their use or resale except as expressly provided in the Conditions.

8. FORCE MAJEURE

Russdales may without liability totally or partially suspend deliveries in respect of any period in which russdales is prevented or hindered from or delayed in manufacturing or supplying the Goods by normal means or route by reason of any cause beyond russdales reasonable control (a force Majeure event) which shall include (but not be limited to) fire, explosion, flood, war, riot, stoppages of work, industrial action or any form of governmental intervention breakdown of plant or machinery, shortages or unavailability from russdales normal sources of the goods, or of supplies required for or in connection with the manufacture or supply of the goods.

9. TITLE

The Property in the goods shall not pass to the Customer until russdales has received in cash or cleared funds, payment in full of the price of the goods and any other relevant goods.

10. INSOLVENCY

If: the Customer

10.1 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction)

10.2 an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Customer: or

10.3 the Customer ceases, or threatens to cease, to carry on business: or

10.4 Russdales reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly then, with out prejudice to any other remedy, Russdales may cancel the Contract or suspend any further deliveries without any liability to the Customer and if the goods have been delivered but not paid for then the outstanding price shall be due immediately.

11. ASSIGNMENT

This Contract is personal to the Customer and is not assignable by he Customer except with russdales written consent.

12. SEVERABILITY

12.1 If any of the Conditions or any parts are held to be invalid for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the rest of the conditions.

13. LAW AND JURISDICTION

13.1 The Contract shall be governed by the law of England and Wales.

May 2005