



ALTON-BROOKE LTD TERMS OF TRADING

ALTON-BROOKE

The following terms and conditions shall apply to all orders placed with us unless agreed by us in writing and are subject to alterations without notice.

CUSTOMERS

Account applications will be considered only after the receipt of satisfactory references from bankers and two trade accounts. Accounts will only be opened for those applicants who conform to our marketing policies and at the absolute discretion of the Company.

Credit Account Holders who have been inactive for a consecutive period of 12 months will automatically be converted to Pro-forma status. Thereafter, a fresh application must be made with up-to-date references if reinstatement of credit facilities is required.

Retail Customers: should you wish to send your customers to our showroom unaccompanied, in order to protect your own interests, we must ask you to furnish them with a signed and dated letter of introduction valid for one visit only. Unless specifically requested in your letter, no trade prices will be given to the retail customer and loan samples will be forwarded to you, the account holder.

ORDERS

Orders will be accepted only from established trade customers.

All orders must be made in writing. Written confirmation of verbal orders is required and they must be clearly marked "Confirmation" since we do not accept claims for duplicate supply.

SPECIAL ORDERS

For rugs, fabrics and accessories, all orders will be subject to a minimum non-refundable 50% deposit. On approval of colour tufts, samples, CFA's and or design plates **NO CANCELLATION** will be accepted.

PRICES

Prices are subject to alteration without prior notice.

A retail price list is available on request. A trade discount will be quoted, as applicable to the account holder – ***Please Note:*** it is the customers responsibility to ensure that they have current prices for our products before making a commitment.

TAXES

Value Added Tax will charged at the prevailing rate.

LIABILITY STATEMENT

All goods are supplied by us on the condition that our liability for any fault or defect in the quality, condition, description or fitness for any purpose is limited in amount to a sum not exceeding the purchase price of the particular goods. This condition supersedes any conflicting term submitted to us and all other liability, whether statutory or otherwise is excluded.

PRODUCTS

Availability The company reserves the right to remove any product from the list of those available or shown in the pattern book.

Minimum Quantity Minimum order is one meter, unless otherwise stated in the price list. We cut to the nearest 10 cm.

Reserves If requested, stock materials will normally be held on reserve for up to ten working days, after which they will be automatically cancelled. Some of our suppliers only keep reserves for 1 week.

Fabrics sent "to use from" or "on approval" These are only sent under exceptional circumstances and will be invoiced at once at list price. Balance will be credited only if returned, carriage paid and in good condition within one month.

Rugs and accessories sent "on approval"

Rugs and accessories taken or sent on approval must be returned as new within the specified time – normally 2-5 working days. Goods damaged in any way will not be accepted back and will be invoiced at the full applicable price and carriage. Goods kept for longer than the specified time will be charged a minimum of 25% re-stocking charge up to the first 7 days and a further 10% per day thereafter up to the full value of the item.

Samples Non-returnable cuttings are available (no charge). Returnable approval samples, normally 70cm x 70cm can be loaned for up to ***ONE MONTH***. If they are not returned promptly or are returned mutilated in any way, they will be invoiced. To provide an efficient service, we ask that borrowed samples are returned quickly. (In special circumstances the loan time may be extended upon request). (Normal cuttings, approval samples and showroom displays should not be relied upon as an exact match).

Colour or Finish Matching Where an exact colour or finish match is required, a stock cutting from present stock must be requested and this stock will be placed on reserve for up to ten days.

Pattern Repeats and Widths Quoted repeats and widths are approximate.

Fitness for Purpose The purchaser must satisfy himself / herself regarding the Fitness for Purpose of any material or specific application.

The Furniture and Furnishings (Fire) and (Safety) Regulations 1988 The purchaser must ensure that, if a fabric is to be used for domestic upholstery, it conforms with the relevant British Standard required.

PAYMENT

Payment becomes due thirty days from the date of invoice and will be strictly net.

The Company reserves the right to ask for payment on account where it is deemed appropriate.

In the event of non-payment of any account that is due, we reserve the right to suspend or cancel every contract made with the customer without prejudice to our right to recover from the customer any loss thereby occasioned.

The Company reserves the right to charge interest at a rate of 2% per month on any amount remaining unpaid after 30 days from invoice date.

Pro-forma invoices must be settled in full before goods will be specially ordered or issued from stock.

DELIVERY

Statements in any quotation or contract as to the time or date for delivery of goods or materials or for the completion of any work are to be treated as an approximate estimate based on current trading conditions.

The Company reserves the right to invoice goods as soon as they are made ready for despatch. Storage and insurance costs resulting from delayed despatch will be for customers account.

The acceptance of your variations or additional work may render inapplicable any completion date previously quoted.

RETURNS

No fabric will be accepted for return, for any reason, once it has been cut. All returns must be authorised in advance. Unauthorised returns will not be credited. Goods restocked by prior agreement are subject to a 25% handling charge. No return will be accepted unless written authority has been granted by the Company and the return procedure has been followed.

Procedure Our sales office will issue you with an authority name and number together with details of our appointed freight service. The client must ensure that the return parcel is properly packed with consignee's name clearly marked. The parcel must contain a letter clearly explaining the reason for return and giving exact details of goods i.e. description, quantity, original invoice number and despatch note number and date. It is essential that you quote in the letter authority name and number issued to you.

CANCELLATIONS

Cancellations for orders for non-stock items cannot be accepted once processed.

The Company will only accept cancellation of orders in writing and subject to payment of all costs incurred.

CLAIMS

Claims for non-receipt of goods must be received by us in writing within seven days of invoice date. No claims will be accepted for shortage, material faults, damage, incorrect product, etc., unless details are received in writing by us within fourteen days of invoice. No claims for goods will be considered once they have been cut, or processed in any way, e.g. laminated, paperbacked, flameproofed, etc.

Caution Before Cutting All orders are accepted, despatched and invoiced on the understanding that when received, the fabric will be carefully inspected prior to cutting. Whilst every effort is made to control and inspect each order, errors can be made, damage and creases can occur in transit, it is therefore essential that no length is cut until you are totally satisfied it is correct in all respects. If you are not satisfied with the goods, notify us at once, on inspection.

Insurance It is recommended practice that where goods are delivered to a third party, such as a workroom, our client ensures that a cutting of the fabric or wallcovering is attached to the processing instructions to enable the material to be identified exactly for pattern, colour, direction, face to be used, quality, finish, etc. We enclose a cautionary note with every parcel and emphasis that we will not accept any claim for making up costs, even in the event of having accidentally supplied incorrect goods.

Irregularities of width of print on fabric Because fabric, unlike paper, is not a stable "substance", it cannot be taken for granted that, whether printed or woven, the pattern will be completely "square" upon the cloth. Although, in printing, every effort is made to avoid distortion, occasionally it will exist. A 5% tolerance is generally acceptable. Therefore when planning multiple-width fabrications, please make certain, **BEFORE CUTTING**, that pattern alignment is adequate to produce a satisfactory result. This also applies to woven fabrics. We cannot allow claims once goods are cut.

Colour Variation Due to the irregular nature of natural yarns, variation in colour and texture may occur within one piece or from run to run. This is an inherent characteristic of natural yarns.

Fading and Shrinking Always make allowance for possible shrinking, at time of order. It is normal to expect a fluctuation of 5- 6% in the length of curtains, floor to ceiling. No claims for fading or shrinking will be considered after 12 months from date of supply.

Movement of Curtains in Situ Atmospheric conditions can vary. We cannot possibly control these and therefore cannot accept responsibility for the movement in curtains when hung. It is normal to expect a fluctuation of 5-6% in the length of floor to ceiling curtains. It should be made clear to the ultimate customer that the control of humidity in the room remains their responsibility. We recommend that good allowance is made in case alterations need to be made, but the cost of such alterations remain the responsibility of the customer.

Labour Claims No claims are allowed for labour charges under any circumstances.

OWNERSHIP

Title of any goods does not pass to the purchaser, or the purchaser's client, until Alton-Brooke has received full and final settlement of all monies due.