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09/01/2015

ESTIMATE
subject to terms and conditions enclosed

Moduleo Transform Click – Baltic Maple 28230 191mm x 1316mm

Supply Only

30 boxes @ 1.76m2 per box = 52.80m2 @ £36.99m2		£1953.07
5 packs underlay (10m2 per pack)	@ £59.95 pack	£ 299.75
Total For the sum of: -	Inclusive of VAT @ 20%	£2252.82
Less supply only discount – 20%		£ 450.82
Net Price		£1802.00

Price excludes delivery to site – Collection from branch for above price

TERMS AND CONDITIONS OF TRADING

1 Definitions

1.1 "The Company" means Mr Carpet Limited (and/or licensed Franchises operating under the name of Mr Carpet).

1.2 "The Customer" means the customer as stated overleaf.

1.3 "The Materials" means the materials described overleaf, whether in detail or by reference to a previous specification.

1.4 "The Site" means the customer's premises (or other delivery address as shown overleaf).

1.5 "The Contract" means the contract for the sale of goods and services by the Company to the Customer.

1.6 "Head Office" means the offices of the central administration of the Company, not necessarily the registered offices.

1.7 "Working days" means MONDAY to FRIDAY inclusive.

2 General

2.1 Unless otherwise agreed in writing by Head Office these terms and conditions shall apply to all orders placed with the Company by the Customer.

2.2 These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.

2.3 No variation or amendments of this Contract shall be binding on the Company unless confirmed in writing by Head Office.

3 Acceptance

3.1 A Contract price given by the Company is open for acceptance by the Customer for 28 days. Queries regarding quantities of materials, methods of fitting, position of joins etc. must be resolved before acceptance thereof.

3.2 All prices quoted by the Company are inclusive of Value Added Tax (charged at the rate applicable at the date of invoice), unless otherwise stated.

3.3 Where measurements are provided by the Customer and are not subject to prior confirmation and checking on Site by the Company the Customer is liable for any errors resulting from incorrect measurements. If requested by the Customer to carry out any additional or remedial work necessitated by the Customer's incorrect measurements the Company reserve the right to charge for any additional materials, fares, travelling time and time spent on Site in addition to the Contract price.

3.4 To facilitate quick and efficient fitting all areas must be cleared of furniture, effects and old carpets unless a separate charge has been agreed and included in the Contract price. If this is not done the Company reserves the right to make a charge for this service in addition to the Contract price.

3.5 The Company will not accept responsibility for damage to pipes or cables under the floor or consequential damage to property or fittings unless the location of the pipes and cables are clearly marked for the fitter to see.

3.6 The Company does not provide a door trimming or easing service, but by request of the Customer a subcontractor can be organised on behalf of the Customer.

3.7 A firm, level floor is essential to obtain maximum wear. Subsequent complaints about the carpets resulting from inadequate floor quality cannot be upheld.

3.8 Slight variations in widths of carpets and smooth-flooring cannot be avoided but tolerances are within British Standards Institute stipulated tolerances.

3.9 Unless otherwise stated the Contract price is for one visit to the Site only. If this Contract is interrupted or extended due to change of specifications and/or instructions by the Customer or it is found that additional remedial work is necessary by the Company or there is interference by other trades which delay the Contract additional fares, travelling time and time spent on Site will be charged in addition to the Contract price.

3.10 Any times quoted for delivery are estimates only and time will not be of the essence of the Contract. Delay will not render the Company liable to any claims for damages, direct or indirect.

4 Matching, Shading and Berber Effect

4.1 We draw your attention to the difficulty of producing an exact match of shades and pattern repeats with different widths of carpet and smooth-flooring of any quality which are required to be laid together. As it is not possible for us to give, or to obtain from the manufacturer, a guarantee of perfect matching we regret that orders are accepted on the understanding that the nearest obtainable match is provided. Naturally every effort will be made to supply as satisfactory a match as possible.

4.2 All pile carpets (especially plains and Berbers) are liable to shading, that is to show light and dark patches arising from unequal crushing of the surface. Shading is an inherent characteristic and this tendency is not detrimental to the carpet and is not due to any manufacturing defect. The Company cannot therefore accept any responsibility for the effect.

4.4 All manufacturers of Berber carpets produced from wool or containing wool use a random blend of colour. This can cause a lined effect in the carpets which may not be noticed in sample form.

5 Cancellation/Changes

5.1 Cancellation or change cannot be accepted without written agreement by both parties.

5.2 Cancellations are considered only when materials have not already been cut. Where materials have been ordered specially from the manufacturer/supplier cancellation will only be accepted after it has been ascertained that materials are not in transit, and that the manufacturer will accept cancellation.

5.3 If the Company agrees to the return of any materials ordered by the Customer, the Customer shall be liable top pay the Company a restocking charge of 20% of the nett sale price of the goods.

5.4 Changes to the Contract cannot be accepted within 3 working days of the appointment for delivery/fitting.

5.5 Cancellations or deferment by the Company will not render the Company liable to any claims for compensation for damages, direct or indirect.

6 Delivery/Fitting

6.1 Where delivery only or delivery and fitting of Materials is included in the Contract price a date (or dates, where appropriate) will be agreed between the Company and the Customer. Every effort will be made by the Company to accommodate the Customer's preferences and wishes.

6.2 It is not possible to quote an exact time on the agreed day for delivery or fitting. An indication can be given by the Company to the Customer according to other work booked on the same day, once known but must be seen by the Customer as a guideline only.

6.3 Should the Customer wish to change an appointment once made for delivery or fitting the Customer must contact the branch of the Company where the order was placed at the latest before Noon - 2 working days prior to the appointment day.

6.4 The requirement for 2 working days notice means that changes to MONDAY bookings must be made before Noon on the preceding THURSDAY and changes to TUESDAY bookings must be made before Noon on the preceding FRIDAY.

7 Deposits and Payments

7.1.A Non-Account Customers – delivery to own house

For Orders under £500; FULL PAYMENT will be due upon acceptance of the Contract price.

For Orders over £500; 50% deposit will be due upon acceptance of the Contract price and balance due on or before the 1st day of installation or 1 Calendar Month after the order is placed if the fitting is delayed at the Customer's request.

7.1.B Non-Account Customers – delivery to Third Party address

For Orders under £500; FULL PAYMENT will be due upon acceptance of the Contract price.

For Orders over £500; 50% deposit will be due upon acceptance of the Contract price and balance due BEFORE the 1st day of installation or 1 Calendar Month after the order is placed if the fitting is delayed at the Customer's request.

7.1.C Account Customers

FULL PAYMENT will be due 30 days after installation or 1 Calendar Month after the order is placed if the fitting is delayed at the Customer's request.

7.2 Time for payment shall be the essence of the Contract. Without prejudice to the rights of the Company, if the Customer fails to pay the Contract price by the due date the Customer shall pay interest on any overdue amount from the date on which payment was due to that on which it was made (whether before or after judgment) on a daily basis at a rate of 2 1/2 % per month, and reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

7.3 The Materials shall remain the property of the Company until the whole of the Contract price has been paid. The Customer shall be responsible for the safe custody, loss or damage to the Materials whilst they are on the customer's premises (or other delivery address as shown overleaf).

7.4 Notices of any faults or defects in workmanship or materials must be sent to the Company in writing within 14 days of delivery/fitting and the Company must be given the opportunity to inspect such defects otherwise the Company will not be responsible in respect thereof. The Company will not be liable in any event for defects beyond the Company's control.

7.5 A Customer shall not be entitled to delay or withhold payment in full or in part for any reason whatsoever.

7.6 Where materials are available but at the customer's request, have not been fitted (or fitting has commenced but not completed) within 28 days of acceptance of the Contract price the balance becomes immediately payable in full.

7.7 A charge of £15 plus Value Added Tax (at the rate applicable at the time) will be made in respect of any Customer's cheque referred to drawer or returned to the Company by the Customer's bank.