

Kardean Designing Terms and Conditions

1. DEFINITIONS

1.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

“Associated Companies” means any associated companies of Kardean, including Kardean International, LLC, Kardean International Pty Ltd, Kardean Sal Enterprises Limited and Paschiree International Limited;

“Business Day” any day other than a Saturday or Sunday or a public holiday in England;

“Buyer” the person, firm, organisation, company or association, who the order or the Products is accepted by Kardean;

“Confidential Information” all information in respect of the business of Kardean including (but not limited to) know-how or other matters connected with the Products and information concerning Kardean’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of Kardean and of such persons and any other information which, if disclosed, will be likely to cause damage to Kardean;

“Contract” these Terms and Conditions together with any special terms agreed in writing between the Buyer and Kardean as specified on the front of the acknowledgement of order;

“Delivery Point” the place where delivery of the Products is to take place under Clause 7.2;

“Design Components” the specialist items in Kardean’s product range known as decorative, metallic, feature and design strips, decorative borders and corners which are installed with Kardean’s tile and panels to enhance them;

“Due Date” the date for settlement of invoices agreed between Kardean and the Buyer;

“Force Majeure” anything preventing Kardean from performing any obligations which arises by reason of circumstances outside its reasonable control including, without limitation, strikes, lockouts or other industrial disputes, protest, act of God, war, nuclear energy, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors;

“Intellectual Property” all intellectual property rights of any nature including but not limited to patents, rights to inventions, trade marks, registered designs, utility models, domain names, applications and/or to apply for any of the foregoing trade or business names, goodwill, copyright and rights in the nature of copyright, unregistered design rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), rights to print, prevent passing off or unfair competition, databases, rights, topography rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for any of the foregoing or extensions of rights of priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Kardean” means Kardean International Limited (registered with company number 0162506) whose registered office is at Crab Apple Way, Vale Park, Levensham, Wiltshire United Kingdom;

“Kardean Intellectual Property” means all Intellectual Property assigned by Kardean to the Buyer which would be owned by the Buyer as Intellectual Property, as may be amended from time to time;

“Kardean Intellectual Property” means all Intellectual Property owned by Kardean and/or any of the Associated Companies, including, but not limited to, all unregistered design rights and registered designs relating to the Kardean Designs, copyright in the Kardean Works, the Kardean Trade Marks and the Kardean Domain Names;

“Kardean Designs” means all designs of and relating to the Products;

“Kardean Domain Names” means any domain names registered or used by Kardean and/or any of the Associated Companies, including, but not limited to, “kardean.com”, “kardean.co.uk” and “kardean.vantage.co.uk”;

“Kardean Works” means all trade marks (registered and unregistered), instruction manuals, photographs, videos, catalogues, software, promotional material and website content) created by or on behalf of Kardean and/or any of the Associated Companies;

“Kardean Trade Marks” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

“Price” means the price of the Products, calculated in accordance with clause 4;

“Products” means any products which Kardean supplies to the Buyer (including any of them or any part of them) under a Contract;

“Settlement Discount” means any discount agreed between Kardean and the Buyer for payment of invoices by the Due Date;

“Terms and Conditions” means the terms and conditions in this document;

“Trade Mark” means all trade marks (registered and unregistered) owned by Kardean and/or any of the Associated Companies, including but not limited to “Kardean”, “Kardean Designing” and the Kardean Designing logo, and the logos and logos of or in relation to the Products and services provided by Kardean;

will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or set-off or for or to satisfy any claims, charges, fees, deductions or withholdings of any nature, unless the Buyer is required by law to make any such deduction or withholding;

5.6 Kardean may appropriate any payment made by the Buyer to Kardean to settle of the invoices for the Products as Kardean thinks fit, despite any purported appropriation by the Buyer;

5.7 If any sum payable under the Contract is not paid by the Due Date, then, without prejudice to Kardean’s other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 4% per annum over HSBC plc’s base rate from time to time in London, until payment in full is received and Kardean’s suspend deliveries of the Products until all outstanding amounts on whatever account have been received by Kardean from the Buyer;

5.8 The Buyer is entitled to any agreed Settlement Discount on invoiced amounts provided payment is received by the Due Date;

5.9 Notwithstanding Kardean exercising its discretion under clause 5.9, clauses 5.1 to 5.8 will apply and pursuant to clause 15.4 this will not be deemed to be a waiver of Kardean’s rights under this Agreement;

6. **INSTALLMENTS**

6.1 Kardean may deliver the Products by separate instalments. Each separate instalment may be invoiced separately and if so, shall be paid for on the account of the Contract;

6.2 Each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will entitle the Buyer to repudiate or cancel any other instalment;

6.3 If payment is not made in full by the Due Date, Company may withhold or suspend future deliveries of the Products and delivery under any other agreement with the Buyer;

7. **DELIVERY**

7.1 Kardean will use all reasonable endeavours to deliver the Products to the Buyer in accordance with the Contract;

7.2 Deliveries will normally be made between 9am and 5pm on Kardean’s working days;

7.3 Kardean will use reasonable endeavours to deliver each Product to the Buyer in accordance with the Contract;

7.4 If Kardean is unable for any reason to fulfil any delivery or performance of the Contract, Kardean will not be deemed to be in breach of the Contract, nor (for the avoidance of doubt) will Kardean have any liability to the Buyer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery except as set out in this condition;

7.5 The Buyer agrees that all sums which the Buyer has paid to Kardean in respect of that order or part of the order which has been cancelled; and

7.6 Kardean may accept a postponement of delivery by the Buyer. The Buyer agrees that any postponement of delivery of the Products at the Buyer’s request, the Buyer will pay Kardean any resulting charges for storage, transportation and insurance and the Buyer will pay for the Products as if the delivery had not been postponed;

7.7 If the Buyer refuses to accept delivery for any reason, Kardean will be entitled to treat this contract as repudiated and shall have the right to rescind the contract;

7.8 The Buyer agrees to provide at the Delivery Point adequate and appropriate equipment and manual labour for off-loading the Products;

7.9 If the Buyer fails to take delivery of any of the Products or if they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable the Products to be delivered on time (except solely on account of Kardean’s default), the Products will be deemed to have been delivered on the due date and (without prejudice to its other rights) Kardean may;

7.10 store or arrange for storage of the Products until actual delivery or sale in accordance with Clause 7.7.2 and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or

7.11 following written notice to the Buyer, sell any of the Products at the best price reasonably obtainable in the circumstances and charge the Buyer for any profit or loss achieved over the price under the Contract or account to the Buyer for any excess achieved over the price under the Contract, in both cases having taken into account any charges related to the sale;

7.12 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.13 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.14 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.15 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.16 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.17 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.18 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.19 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.20 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.21 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.22 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.23 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.24 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.25 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.26 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.27 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.28 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.29 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.30 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.31 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.32 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.33 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.34 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.35 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.36 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.37 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.38 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.39 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.40 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.41 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.42 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.43 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

7.44 The Buyer agrees to indemnify and hold harmless Kardean from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Kardean incurs in connection with the Products, in respect of which the Buyer is negligent performance or failure in performance by the Buyer, its filers, agents, employees and customers, of the terms of the Contract;

for the unexpired portion of the 6 month period from the original date of delivery of the replaced Products;

9.5 Kardean will have no liability for:

9.5.1 any defect in the Products caused or contributed to the Buyer or by any third party or as a result of the Products being used for display purposes or being handled by the Buyer’s customers;

9.5.2 defects in the Products caused by or contributed to by the fitting or laying of the Products including with out limitation any failure of the installation guide which is either contained in or referred to on each package containing Product

9.5.3 any faults or defects caused by willful damage, abnormal working conditions, failure to follow Kardean’s instructions, misuse, alteration or repair of the Products without Kardean’s approval, failure to use the recommended adhesive, design or feature strips, cleaning or maintenance system, improper maintenance or negligence on the part of the Buyer or any third party;

9.6 Kardean will have no liability to the Buyer if Kardean has not been paid in full by the Due Date;

9.7 In the event of any breach of Kardean’s express obligations under Clauses 7.3, 9.1, 9.2 and 9.3 above the remedies of the Buyer will be limited to damages;

9.8 Notwithstanding any other provision of these Terms and Conditions, Kardean does not limit its liability (if any) to the Buyer;

9.9.1 for breach of Kardean’s obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods Act Services Act 1982;

9.9.2 for personal injury or death resulting from Kardean’s negligence;

9.9.3 under section 2(3) Consumer Protection Act 1987;

9.9.4 for any matters which would be illegal for Kardean to exclude or to attempt to exclude its liability, or

9.9.5 for fraud;

9.9.6 except as provided in clauses 9.3 and 9.1 to 9.6 and subject to clause 9.8, Kardean will not be liable to the Buyer (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any economic loss, loss of profits, business, goodwill, reputation or similar loss whether direct or indirect, howsoever caused, by or on behalf of Kardean;

9.9.7 any use of the Products, or the manufacture or sale or direct, or failure or delay in supply, of the Products by Kardean or on the part of Kardean’s employees, agents or sub-contractors;</

Crab Apple Way
Vale Park, Evesham
Worcestershire
WR11 1GP

T 01386 820 100
F 01386 761 249
info@karndean.co.uk
www.karndean.co.uk



Mr Guyan
Mr Carpet Ltd
32 Stadium Studios
Riverside Road
London
SW17 0BA

Friday 22nd August 2014

Dear Sirs,

Account Number MRC123

We refer to paragraphs 11.1 and 11.1.1 of Karndean's Standard Terms and Conditions and our outstanding account in the sum of £10,972.21 and hereby provide formal written notice of the immediate termination of the contract between us.

Kindly acknowledge receipt of this notice.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "M Maddrell", with a long, sweeping flourish extending to the right.

Mark Maddrell
Corporate Services