

## account number



2009/533

## information

**all prices shown are nett of VAT**

**sales office:**

tel: 01827 831 450 Fax: 01827 831 451

## TERMS AND CONDITIONS

### 1. Terms of Payment

The Seller shall invoice the Buyer for the Goods immediately following delivery. Payment is due on or before the 20th day of the month following the month of invoice. Time for payment shall be of the essence of the Contract. If the buyer fails to pay on the due date, the Seller shall be entitled to:

- 1.1 the immediate payment of all outstanding payments on the Goods or any other goods, services or works under any contract even if payment is not due and irrespective of any credit facilities;
- 1.2 charge the Buyer interest at the rate of 2.5% per month on unpaid amounts until payment is made (a part of a month being treated as a full month for the purposes of calculating interest); and
- 1.3 charge the Buyer the cost of recovery of any unpaid amount including any legal costs, disbursements and bank charges incurred.

### 2. Prices

All orders accepted subject to the conditions that prices charged will be those ruling at the time of despatch.

### 3. Cancellations

Cancellations which must be confirmed in writing can only be accepted prior to goods being cut or dispatched.

### 4. Returns

When goods are returned solely on the account of customer error, we will only issue credit amounting to that obtained for the goods on resale less 20% handling charge. In cases where goods returned are seriously damaged in transit due to inadequate packing or failure to roll the carpet up properly, credit for scrap value only can be accepted. Any carpet which is returned is at the customer's risk and should be clearly marked with the sender's name and address.

### 5. Insolvency of Buyer

This clause applies if:

- (i) the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - (ii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
  - (iii) the Buyer ceases, or threatens to cease, to carry on business; or
  - (iv) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 5.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

### 6. Duplicate Orders

In the event of a telephone order or verbal order being duplicated due to failure on the part of the customer to mark the confirmation order as such, credit will be admissible only within the terms stated above, under the heading "Returns".

### 7. Size Tolerances

Whilst every effort is made to manufacture the correct size, slight variations are unavoidable and a tolerance of plus or minus 1.25% is allowable in accordance with Clause 3 of British Standards 3655 1974. It is advisable therefore that the consumer be recommended to order 1% more length than is required.

### 8. Specifications

Operating a policy of continuous improvement, we reserve the right to modify material construction and specifications without notice.

**DAMAGE OR LOSS IN TRANSIT** Claims for damage can only be considered if notification is received within 7 days of delivery (23 days if internal damage to full roll). Claims for suspected loss must be lodged within 28 days from date of invoice.

### 9. Complaints/Claims

All goods should be inspected by dealer prior to installation as claims resulting from visible defects cannot be entertained after the carpet has been cut or fitted. Any complaint that arises on goods already fitted can only be considered once the installation has been inspected by dealer and the details submitted on our official complaints form, a copy of which will be supplied on request. We can accept no liability for consequential loss or damage due to circumstances beyond our control or that of our suppliers.

### 10. Deliveries

Anticipated delivery dates are given in good faith and whilst every effort is made to ensure they are met this cannot be considered as the essence of any contract. Therefore on the rare occasion that a delay does occur we are not able to accept liability in the event of any corresponding claim.

### 11. Risk & Property

- 11.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery. The property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the Goods and all other goods for which payment is due.
- 11.2 Until the property in the Goods passes to the Buyer the Seller shall be entitled to require the buyer to deliver up the Goods to the Seller and if the Buyer fails to do so, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 11.3 Until property in the Goods passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and any third party and properly stored, protected, insured and identified as the Seller's property. If the Buyer sells the Goods before the property has passed to the Buyer, the Buyer will account to the Seller for the proceeds of any such sale.
- 11.4 The Buyer shall not be entitled to pledge or in any way charge any of the Goods which remain the property of the Seller but if it does so all moneys owing by the Buyer to the Seller shall forthwith become due and payable.
- 11.5 Where the Seller is unable to determine whether any goods are the Goods, the Buyer shall be deemed to have sold, re-sold or otherwise dealt with all the goods of the kind sold by the Seller in the order of which they were invoiced to the Buyer.

**Mr Tomkinson**  
*your carpet specialist*

## Price List

Valid from 1st March 2014



**Mr Tomkinson**

Relay Park, Relay Drive, Tamworth, Staffordshire, B77 5PR.

Sales Tel: 01827 831 450 Fax: 01827 831 451

[www.mrtomkinson.co.uk](http://www.mrtomkinson.co.uk)

**amethyst | saxony**

pile composition 100% Polyester

size 4.0m width

**price cuts £22.95m<sup>2</sup> rolls £20.49m<sup>2</sup>****bowland | wool twist**

pile composition 50% British Wool 50% Polypropylene

size 4.0m &amp; 5.0m widths

**price regular cuts £8.50m<sup>2</sup> rolls £6.20m<sup>2</sup>****price supreme cuts £9.90m<sup>2</sup> rolls £7.40m<sup>2</sup>****caesar | wool twist**

pile composition 50% Wool 50% Polypropylene

size 4.0m &amp; 5.0m widths

**price cuts £11.60m<sup>2</sup> rolls £9.56m<sup>2</sup>****classic berber | wool loop pile**

pile composition 100% Wool

size 4.0m &amp; 5.0m widths

**price cuts £10.15m<sup>2</sup> rolls £7.88m<sup>2</sup>****coral | saxony**

pile composition 100% Polyester

size 4.0m width

**price cuts £19.95m<sup>2</sup> rolls £15.95m<sup>2</sup>****cotswold | wool twist**

pile composition 50% Wool 50% Polypropylene

size 4.0m &amp; 5.0m widths

**price supreme cuts £9.95m<sup>2</sup> rolls £8.24m<sup>2</sup>****price deluxe cuts £11.95m<sup>2</sup> rolls £9.56m<sup>2</sup>****emerald | saxony**

pile composition 100% Polyester

size 4.0m width

**price cuts £20.50m<sup>2</sup> rolls £18.49m<sup>2</sup>****galaxy | velvet**

pile composition 50% Wool 50% Polypropylene

size 4.0m width

**price cuts £10.95m<sup>2</sup> rolls £9.56m<sup>2</sup>****hamlet | wool loop pile**

pile composition 100% Wool

size 4.0m &amp; 5.0m widths

**price cuts £9.95m<sup>2</sup> rolls £7.95m<sup>2</sup>****jet | saxony**

pile composition 100% Polyester

size 4.0m width

**price cuts £19.25m<sup>2</sup> rolls £16.50m<sup>2</sup>****lundy twist supreme | cut pile twist**

pile composition 100% Polypropylene

size 4.0m &amp; 5.0m widths

**price cuts £7.30m<sup>2</sup> rolls £5.75m<sup>2</sup>****macbeth | wool loop pile**

pile composition 50% Wool 50% Polypropylene

size 4.0m &amp; 5.0m widths

**price cuts £11.60m<sup>2</sup> rolls £9.20m<sup>2</sup>****orient express | wool loop pile**

pile composition 80% Wool 20% Nylon

size Stripe: 4.0m width only

Plain: 4.0m &amp; 5.0m widths

**price cuts £11.95m<sup>2</sup> rolls £8.36m<sup>2</sup>****quartz | saxony**

pile composition 100% Polyester

size 4.0m width

**price cuts £18.95m<sup>2</sup> rolls £15.25m<sup>2</sup>****ruby | saxony**

pile composition 100% Polyester

size 4.0m width

**price cuts £10.95m<sup>2</sup> rolls £8.25m<sup>2</sup>****tomkinson berber | 80/20 wool twist**

pile composition 80% British Wool 20% Synthetic

size 4.0m &amp; 5.0m widths

**price supreme cuts £11.99m<sup>2</sup> rolls £9.56m<sup>2</sup>****price deluxe cuts £13.99m<sup>2</sup> rolls £11.15m<sup>2</sup>****tomkinson colours | 80/20 wool twist**

pile composition 80% British Wool 10% PA 10% PES

size 4.0m &amp; 5.0m widths

**price cuts £11.95m<sup>2</sup> rolls £10.45m<sup>2</sup>****tomkinson twist | 80/20 wool twist**

pile composition 80% British Wool 10% PP 10% PES

size 4.0m &amp; 5.0m widths

**price regular cuts £9.59m<sup>2</sup> rolls £6.88m<sup>2</sup>****price supreme cuts £12.31m<sup>2</sup> rolls £8.36m<sup>2</sup>****price deluxe cuts £13.74m<sup>2</sup> rolls £10.55m<sup>2</sup>****price ultimate cuts £16.50m<sup>2</sup> rolls £12.47m<sup>2</sup>****area sales managers****Andrew Livingstone Scotland**  
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