

TRADE TERMS AND CONDITIONS OF SALE

All quotations and contracts are subject to the following conditions unless otherwise stated subsequently by us in writing, and no qualification of these conditions in the customer order or acceptance shall be deemed to form part of this contract.

1. **DELIVERY:** Any items as to rate or time of **DELIVERY** are not to be deemed to be the essence of the contract and no guarantee can be given or implied thereto. We, however, will make every reasonable effort to ensure delivery in accordance with requirements so far as circumstances permit.
2. All orders are subject to our final acceptance at Warminster and this the contract of sale is explicitly agreed to have been made at Warminster, Wiltshire. English Law shall apply and any dispute shall be settled in the English Courts.
3. **ALL PRICES** are quoted without engagement and, unless otherwise expressly stated by us in writing, subject to alteration without notice.
4. **DESPATCH OF ORDERS:** All goods are sent by the most convenient method available to us at the time of despatch unless otherwise specified. **ANY GOODS FOR DELIVERY TO ADDRESSES OTHER THAN THOSE OF THE PURCHASER'S RISK.**
5. **CARRIAGE:** We pay carriage by **CARRIERS OF OUR CHOICE** on orders meeting our minimum nett order values (excluding VAT) sent in **ONE** consignment to **ONE** address to ENGLAND, WALES, SCOTLAND AND NORTHERN IRELAND (excluding the Scottish Isles). For current minimum carriage paid nett order values please contact our customer service team.
6. **DELIVERY TO SITE: THE PURCHASER WILL BE RESPONSIBLE FOR OFF-LOADING** the goods and in accordance with normal transport practices such goods will be delivered to the goods inwards department or reception on the ground floor.
7. **SELECTION OF GOODS:** Is a matter solely for the purchaser, who should ascertain in advance of ordering, the suitability and colour etc of goods for the purpose required. Technical details and samples are available on request.
8. **TECHNICAL DESCRIPTION AND DATA:** Such descriptions whilst given as a guide in good faith are subject to alteration by the seller without notice. In particular all dimensions are approximate only.
9. **LIABILITY:** We will not be liable for any indirect or consequential loss whatsoever arising from on in conjunction with the supply of defective goods, delay in delivery, non-delivery, loss or damage to goods in transit or to the property of the purchaser, or any third person howsoever caused. If goods have been exported, customers are welcome to return the goods to our premises in Warminster where a decision can be made regarding any action to be taken.
10. **CLAIMS:** No claim for **ANY DEFECT** in goods supplied will be accepted unless made in **WRITING** within 3 days from the date of delivery. Goods returned to us within 10 days from receipt in exactly the same condition in which they were received, will be credited only if we also judge them to be defective, but will not form the subject of any claim for labour cost or other loss of any kind. No claim for loss or damage in transit will be accepted unless signed for as such and confirmed in writing and verbally within 10 days from the date of despatch. A clear signature to the carriers for goods concerned will indicate to the carriers and to us that they were received in perfect condition.
11. **DEFECTIVE GOODS:** Under no circumstances whatsoever will we accept return of goods for credit when they have already been installed, used or laid. Defects should be observed on receipt i.e. prior to installation, use or laying, and be notified to us immediately, both verbally and in writing, so that we can decide what action may be taken. In the case of goods to be exported, inspection should be made prior to shipment.
12. **COLOURED GOODS: JAYMART** floorings and accessories are produced by highly sophisticated and modern manufacturing methods. However, due to differing production batches and/or varying individual product manufacturing processes, colour and shading variations can occur and must be accepted.
13. **COLOUR SAMPLES:** The small hand feeler samples given or sent to enquirers are an indication of colour only. They are not necessarily representative of the actual product colour shade to be supplied.
14. **PRODUCT CHANGES:** The policy of the Company is one of increasing improvement and development, so we reserve the right to add or delete from the range or to change products without notice.
15. **TITLE TO GOODS:** We reserve the right to retain, if we should so decide, the title to goods supplied under these terms of sale until the purchaser has discharged all sums owing to us. Until such discharge, the purchaser shall hold the goods, whether or not sold to another party, upon trust for ourselves and grant us the right, if we so wish, to enter the purchasers or it's agents premises to recover any such goods.
16. **CANCELLATIONS:** We will consider, but not be bound to accept, any request for cancellation of an order, and acceptance shall be on such terms as may be agreed by us in writing.
17. **RETURNS:** We do not normally accept return of perfect goods if correctly supplied as ordered. We therefore strongly recommend that customers check quantity, colour and product requirements carefully before ordering. If goods are accepted for return for whatever reason, we reserve the right to levy an administration charge together with carriage costs incurred for original despatch. No requests for return will be considered more than 3 months after invoice date.
18. **COLLECTIONS:** Our warehouse is usually open for collection from Monday to Thursday, 9:00 am until 5.30pm and Friday 9:00am until 5:00pm, excluding holidays. We kindly request customers, however, to give us reasonable advance warning of intended collection and of goods required. We regret that we cannot accept any claims whatsoever in such cases, if goods are unavailable at the time of collection. All promises of stock availability are given in good faith, but should not be regarded as guaranteed correct.
19. **SETTLEMENT:** Approved credit account customers should make their payments by the end of the month following the date of invoice. Cleared funds are required from non-credit account customers before goods can be released. Pre-payment may be made by cheque, postal order, cash, bank transfer/CHAPS or most major credit/debit cards.
20. **VAT:** is chargeable extra at current rate on prices listed.

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