

Range	Stock Sizes - RRP / Unit							*Bespoke RRP / m <sup>2</sup>
	120 x 180cm	150 x 240cm	170 x 240cm	200 x 250cm	200 x 300cm	250 x 350cm	300 x 400cm	
<b>Abha</b> 100% undyed wool 3800g/m <sup>2</sup> gross pile weight	£542.00		£1016.00		1494.00			£298.00
<b>Agra</b> 50% TENCEL® 50% pure wool 5000g/m <sup>2</sup> gross pile weight	£562.00		£1040.00	£1284.00	£1516.00	£2208.00		£346.00
<b>Chatapur</b> 100% viscose 3700g/m <sup>2</sup> gross pile weight	£502.00		946.00	£1256.00	£1386.00	£2018.00		£330.00
<b>Chunky Velvet</b> 100% pure wool 4500g/m <sup>2</sup> gross pile weight	£428.00	£744.00		£1032.00	£1232.00			£264.00
<b>Lustre</b> 60% wool 40% polyester 3200g/m <sup>2</sup> gross pile weight	£380.00	£628.00		£872.00	£1044.00			£248.00
<b>Otto</b> 100% undyed wool 3500g/m <sup>2</sup> gross pile weight	£542.00		£1016.00		£1494.00			£298.00
<b>Pebbles</b> 100% pure wool 3500g/m <sup>2</sup> gross pile weight	£480.00	£804.00		£1098.00	£1336.00			£278.00
<b>Rajgarh Bordered</b> 60% viscose 40% wool 3200g/m <sup>2</sup> gross pile weight				£1246.00		£2060.00	£2886.00	£276.00
<b>Santushti</b> 100% TENCEL® 3000g/m <sup>2</sup> gross pile weight			£836.00	£1020.00	£1192.00	£1736.00		£266.00
<b>Satpura Stripe</b> 75% wool 25% viscose 3500g/m <sup>2</sup> gross pile weight	£430.00		£816.00	£980.00	£1174.00	£1724.00		£252.00
<b>Sikkim</b> 100% TENCEL® 3250g/m <sup>2</sup> gross pile weight	£444.00		£836.00	£1020.00	£1192.00	£1736.00		£266.00
<b>Simla</b> 100% TENCEL® 4000g/m <sup>2</sup> gross pile weight	£528.00		£980.00	£1280.00	£1432.00	£2080.00		£334.00
<b>Simla Bordered</b> 100% TENCEL® 4000g/m <sup>2</sup> gross pile weight				£1280.00		£2080.00	£3068.00	£334.00
<b>Simla Stripe</b> 100% TENCEL® 4000g/m <sup>2</sup> gross pile weight	£528.00		£980.00	£1280.00	£1432.00	£2080.00		£334.00
<b>Udaipur</b> 100% viscose 3700g/m <sup>2</sup> gross pile weight	£502.00		946.00	£1256.00	£1386.00	£2018.00		£330.00
<b>Willingdon</b> 100% pure wool 2000g/m <sup>2</sup> gross pile weight			£538.00	£668.00	£814.00	£1236.00		£214.00

\*Prices are for rugs made-to-measure at source. Please call Jacaranda for quotes to create rugs from UK broadloom stock.

# Conditions of Sale of Jacaranda Carpets Limited (the seller)

## Interpretation

1.1 In these Conditions the following words shall have the following meanings:

"Brochure" means the latest edition of Seller's brochure available upon request or by download from Website as updated by Seller from time to time; "Contract" the contract between the Buyer and Seller for the sale and purchase of the Goods; "Force Majeure Event" the events listed in clause 9.8; "Goods" means carpets, rugs, underlay, floor covering and any other goods which the Buyer is to purchase from the Seller (including any of them or any part of them); "Made to Measure" Goods made or cut according to the Buyer's specifications; "Order" any purchase order issued by the Buyer in relation to Goods; "Pile Reversal" a natural phenomenon where the local conditions where a carpet is laid causing a section of carpet pile to change direction and reflect light differently; "Quotation" any quotation or estimate provided to the Buyer by the Seller prior to the formation of a Contract; "Scrap for Value" means 20% of the retail price of the Goods or the percentage of the retail price of the Goods as determined by the Seller from time to time; "Seller" Jacaranda Carpets Ltd (company number 04774828) Company incorporated in England and Wales whose registered office is at 1 Cockerel Rise, Magnetic Park, Desborough, Northamptonshire, United Kingdom, NN14 2WE; "Services" any services which the Buyer is to purchase from the Seller (including any of them or any part of them); "Special Conditions" any additional and/or special terms and/or conditions as notified by the Seller; "Surcharge" means the cost of £20 or as otherwise varied by the Seller from time to time payable by the Buyer to the Seller for any Goods cut by the Seller into a roll in accordance with the Buyer's specifications; "Territory" means the European Union, Norway and Morocco and such other territories as determined by the Seller from time to time; and "Website" means the Seller's website at [www.jacarandacarpets.com](http://www.jacarandacarpets.com) or as updated by the Seller from time to time.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation. Words indicating a person shall include bodies of persons whether corporate or unincorporated.

## Formation of Contract

2.1 These Conditions shall govern all business between the Seller and the Buyer until the Seller adopts and notifies the Buyer of new conditions of sale. All quotations, offers and tenders are made and all orders are accepted subject to these Conditions. If there is an inconsistency between these Conditions and any of the Seller's quotation, tender or acknowledgement of order, such other terms shall prevail. If any statement or representation has been made to the Buyer by the Seller or its officers, employees or agents (other than in the document(s) enclosed with the Seller's quotation or acknowledgement of order), upon which the Buyer wishes to rely it shall only be entitled to do so if the statement or representation is attached to or endorsed on the Order and then only if the Seller subsequently confirms in writing to the Buyer that the Buyer is entitled to rely on the statement or representation.

2.2 All Contracts shall be subject to these Conditions and to any Special Conditions notified by the Seller. Special Conditions shall prevail if there is any conflict between any of the Special Conditions and these Conditions. These Conditions supersede all previous terms and conditions and the Buyer waives any right which it otherwise might have to rely on such previous terms.

2.3 Each Order consists of an offer by the Buyer to purchase the Goods referenced in such Order subject to these Conditions. Any terms and conditions of the Buyer included with an Order or otherwise notified to the Seller shall not be binding on the Seller. Submission of each Order is conditional upon the Buyer accepting these Conditions unconditionally and without amendment, such acceptance being made by the Buyer placing the Order with the Seller. Acceptance of an Order shall be evidence that these Conditions are incorporated into the Contract. Without liability to the Buyer, the Seller shall be under no obligation to complete any Contract which does not incorporate these Conditions to the exclusion of all other terms and conditions.

2.4 These conditions are the only conditions upon which the Seller is prepared to deal with the Buyer and they shall govern the Contract to the total exclusion of all other terms or conditions. Notwithstanding any reference thereto in the Contract and/or in any other document, no terms and/or conditions endorsed upon, delivered with or contained in the Order will form part of the Contract and the Buyer waives any right which it otherwise might have to rely on such terms and/or conditions. It is noted and agreed that these conditions may be subject to variation under clause 2.5.

2.5 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Seller.

## Specification

3.1 Save as provided in these Conditions, the quantity, quality and description of the Goods shall be as expressed in the Quotation or (if different) in the Order and/or in any applicable specification supplied or advised by the Seller to the Buyer. The Buyer is responsible for checking the Quotation and satisfying itself that any specification including in the case of Made to Measure Goods given is accurate and adequate.

3.2 The Seller reserves the right at any time to alter the dimensions or composition of the Goods to conform to applicable standards or laws or otherwise within reasonable limits having regard to the nature of the Goods.

3.3 The Seller relies on the skill and judgement of the Buyer in placing an accurate Order, ensuring that the measurements and quantity of the Goods is sufficient for the Buyer's requirements and making allowances for any extra Goods which may be needed for joins. The Seller shall be under no liability for any omission in the Order. The Seller shall not be liable for any loss caused to the Buyer in relation to any matter not specified with precision in writing in the Order.

3.4 The Goods shall be of satisfactory quality and reasonably fit for the purpose of merchandise of the nature of the Goods.

3.5 The Buyer acknowledges that:

3.5.1 Unlike machine-woven Goods; hand-woven or hand-knotted Goods ordered from the Seller will not have a uniform finish and agrees that the Seller shall not be liable for any discrepancies in such hand-woven or hand knotted Goods including but not limited to slight variations in colour and weave unless caused by the Seller's negligence;

3.5.2 velvet hand woven carpets may show Pile Reversal and that such Pile Reversal is not a manufacturing defect;

3.5.3 all Goods are made from natural fibres and that natural fibres may fade over time and that such fading may be accelerated where the Goods are undyed or exposed to strong light.

3.6 The Seller shall carefully inspect the Goods before despatch for compliance with the Buyer's specifications but subject to any industry tolerances relating to size, quality and shade of the Goods.

3.7 The Buyer shall only be entitled to compensation for shortages or defects in the Goods as supplied which are apparent on visual inspection if the Buyer inspects the Goods within 48 hours following the date of their delivery; and a written complaint specifying the shortage or defect is made to the Seller within 7 days of delivery in the event of shortage, defect, or non-delivery of any separate part of a consignment, or within 60 days of the notified date of despatch in the event of non delivery of a whole consignment or (if applicable), within such shorter period as the carrier's conditions require. The Seller shall be given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration to or interference with the Goods.

3.8 The Buyer shall only be entitled to claim in respect of defects in the Goods supplied which are not apparent on visual inspection at the time of delivery, if:

3.8.1 a written complaint is sent by the Buyer to the Seller as soon as reasonably practicable after the defect is discovered; and

3.8.2 the defect does not arise because of the Buyer's failure to follow the Seller's oral or written instructions including but not limited to those on the Seller's Website or Brochure as to the storage, commissioning, installation, use, maintenance of the Goods and good trade practice regarding the same; and

3.8.3 the defect has not arisen as a result of willful damage, negligence or abnormal storage or working conditions; and

3.8.4 no use is made of the Goods or alteration or interference made to or with the Goods before the Seller is given an opportunity to inspect the Goods and such complaint is sent within 14 days of the date of delivery of the Goods.

3.9 The Seller shall not be entitled to return Made to Measure Goods save for where there are defects in such Made to Measure Goods due to the Seller's negligence.

3.10 If the Buyer fails to provide adequate and/or accurate Order for Goods and wants to return Goods which do not meet the Buyer's specifications due to the Buyer's error, the Seller exercising its sole and reasonable discretion may issue a credit for the value of the Goods subject to such Order on resale. A 25% handling charge shall be deducted from any credit issued under this clause 3.10 in respect of each returned Goods which is in excess of 3.5 metres in length. In the event that the Buyer fails to return the Goods in a condition acceptable to the Seller, the Seller exercising its sole and reasonable discretion may either issue the Buyer with credit for the Scrap for Value of the Goods or not issue the Buyer with any credit at all.

3.11 Any Goods returned under clause 3.7, 3.8, 3.9 and 3.10 shall be at the Buyer's cost and risk and the Buyer shall be responsible for ensuring that the Goods are returned to the Seller in good condition.

3.12 After any use of or alteration to or interference with the Goods by the Buyer or its customers, the Buyer relinquishes absolutely any right to make any claim in relation to the Goods.

3.13 The production of any samples or test work for the Buyer shall be at the cost of the Buyer. If the Buyer approves any sample or test work performed by the Seller then the Buyer shall have no claim concerning any Goods matching such sample.

## Delivery

4.1 Delivery of the goods shall be made at the Buyer's premises unless the Parties specifically agreed in writing to arrange to deliver the Goods at another location in which case delivery shall occur when the Goods arrive at the designated place of delivery (the "Delivery Location"). The Seller shall deliver Goods to Delivery Locations within the Territory. Time for delivery is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the Contract for failure for any cause to meet any delivery or completion time stated nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the contract. Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in section 32(3) of that Act.

4.2 The Buyer acknowledges and agrees that if the Seller is unable to fulfil any of its obligations under an Order for any reason including but not limited to:

4.2.1 the Buyer's failure to provide such information and materials as the Seller may reasonably require to deliver the Goods; or

4.2.2 the Buyer's failure to provide adequate delivery instructions; or

4.2.3 the Buyer's failure to provide the Seller with vehicular access to the Delivery Location; or

4.2.4 the Buyer's failure to provide an agent at the Delivery Location to receive the Goods; or

4.2.5 a Force Majeure Event the Seller shall not be treated as being in breach of the Contract and will not have any liability to the Buyer.

4.3 The Goods shall have been accepted by the Buyer as soon as the Buyer has had sufficient time to inspect them following delivery regardless of whether such inspection has actually been made. Goods that have been accepted may not subsequently be rejected.

4.4 Delivery of the Goods shall be completed when the Goods are unloaded at the Delivery Location.

4.5 Unless the Seller expressly agrees otherwise in writing, containers and packing are supplied at cost and/or must be returned, if required, to the Seller.

4.6 The Buyer shall have no right to rescind for late delivery unless the due date for delivery (as may be revised by the Seller) has passed by more than 60 days.

## Risk and title

5.1 Risk shall pass to the Buyer (so that the Buyer is then responsible for all loss or deterioration of the Goods or for any damage occurring once the Goods have left the Seller's premises) at the time when the Goods leave the premises of the Seller.

5.2 Title to Goods shall only pass to the Buyer upon the Buyer having paid to the Seller all sums (including any default interest) due

from it to the Seller under the Contract and under all other Contracts between the Seller and the Buyer. The Seller may recover Goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably allows the Seller, its officers,

employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose of recovering any such Goods. Until title to the Goods has passed to the Buyer under these Conditions the Buyer shall keep the Goods as fiduciary agent and bailee of the Seller and the Buyer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller.

5.3 The Buyer shall not make any modification to the Goods or their packaging, nor alter, remove, or tamper with any trade marks used on or in relation to the Goods.

5.4 Materials, equipment, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data in relation to the Goods are not transferred to the Buyer unless originally supplied by the Buyer to the Seller.

Price and payment

6.1 Unless otherwise agreed in writing, all prices are based on ex works delivery of Goods, exclusive of VAT and payable in pounds sterling.

6.2 The Seller may charge a Surcharge for Made to Measure Goods.

6.3 If the Seller agrees to deliver the Goods otherwise than at its premises the Buyer shall pay all packaging, transportation and insurance costs and other charges incurred by the Seller in making or arranging such delivery. Quoted prices are subject to fluctuation in the event of any increase in the cost of labour or in the cost of materials or overheads affecting the cost of supplying the Goods. Any increase in such costs will be added to the quoted price. The Seller also reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

6.4 The Seller may invoice the Buyer for Goods on or at anytime after delivery.

6.5 Unless otherwise agreed by the Seller in writing, payment shall be due and payable on the 20th day of the month following the month of invoice. The time for payment shall be of the essence of the contract ("Due Date").

6.6 If the Buyer defaults in making any payment on the Due Date to the Seller without restricting any other remedy the Seller may charge interest on the balance of all amounts unpaid at the rate of 2.5% per cent per month on the outstanding balance above the base rate of HSBC Bank plc on the outstanding balance such interest to accrue from day to day and to be compounded with monthly rests from (and including) the date of expiry of such period until (but excluding) the date upon which the amount due is actually received by the other.

6.7 Notwithstanding the provisions in clause 6.6, if the Buyer fails to make payment in full on the Due Date the Seller may:

6.7.1 charge the Buyer the cost of recovery of any unpaid amount including any legal costs, disbursements and charges; and/or

6.7.2 demand payment of all outstanding payments in the Goods or any other goods, services or work under any contract between the Buyer and the Seller even if payment is not due and irrespective of any credit facilities.

6.8 The Buyer shall pay all sums due to the Seller under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies. Payment shall not be deemed to be made until the Seller has received either cash or cleared funds in respect of the full amount outstanding.

6.9 The Seller may refuse to accept Orders for Goods and/or to suspend or withhold deliveries if the Buyer owes money to the Seller in excess of any credit limit set by the Seller.

6.10 The Seller may raise a separate invoice in respect of each consignment delivered under the Contract.

6.11 The Seller shall have a lien over all property or goods belonging to the Buyer which may be in the Seller's possession in respect of all sums due from the Buyer to the Seller. If any monies due to the Seller have not been paid within 14 days of the Due Date the Seller may sell any property over which it has a lien (and the Buyer agrees that the Seller may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, then in repaying any interest owed by the Buyer to the Seller, then in payment of any principal sums owed to the Seller and the Seller shall then account to the Buyer for the remainder (if any).

## Liability

7.1 The Seller does not limit or exclude any liability for fraud or for death or personal injury resulting from the Seller's negligence. Otherwise, the Seller's liability is limited to the cost of replacing the Goods under a Contract in relation to the Buyer's claim.

7.2 Under no circumstances whatever shall the Seller be liable for losses special to the particular circumstances of the Buyer or in connection to:

7.2.1 indirect losses;

7.2.2 loss of profits;

7.2.3 damage to goodwill reputation;

7.2.4 damage to property;

7.2.5 wasted expenditure;

7.2.6 consequential losses;

7.2.7 economic loss;

7.2.8 special damages and indirect losses;

7.2.9 business interruption, loss of business, contracts, opportunity and/or production.

7.3 The Buyer shall allow the Seller a reasonable opportunity to remedy any matter for which the Seller is liable before the Buyer incurs any costs and/or expenses in remedying the matter itself.

7.4 Each of the limitations and/or exclusions in these Conditions shall apply in relation to liability for breach of contract, liability in tort (including negligence), liability for breach of statutory duty; and liability for breach of Common Law.

7.5 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

7.6 The limitations in these Conditions are necessary in order to allow the Seller to provide the Goods at its current prices. The Buyer is encouraged to take out insurance to cover any losses for which liability is not assumed by the Seller.

7.7 The Buyer acknowledges that it is under a duty to pass on to its customers all instructions, information and warnings supplied to it by the Seller with the Goods.

## Termination

8.1 The Seller shall have the right at any time by giving notice in writing to the Buyer to terminate the Contract with immediate effect if:

8.1.1 the Buyer commits a breach of any of the terms and conditions of the Contract;

8.1.2 any distress, execution or other legal process is levied upon any of the assets of the Buyer or the Buyer takes or suffers any similar action in any jurisdiction;

8.1.3 the Buyer enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purpose of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part, of the Buyer's undertaking or assets or the Buyer takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances;

8.1.4 the Buyer ceases or threatens to cease to carry on its business;

8.1.5 the financial position of the Buyer deteriorates to such an extent that in the opinion of the Seller the capability of the Buyer adequately to fulfil its obligations under the Contract has been placed in jeopardy;

8.1.6 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer;

8.1.7 the Buyer does not pay any money due from it to the Seller; or

8.1.8 there is any breach of these Conditions by the Buyer.

8.2 The termination of the Contract, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

8.3 All payments payable to the Buyer under the Contract shall become due immediately upon termination despite any other provision.

## General

9.1 In the case of consumer transactions only, nothing in these Conditions shall prejudice the statutory rights of any consumer.

9.2 The Contract contains the whole agreement between the parties relating to their subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written, between the parties and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract provided that liability for any fraudulent statement or act made prior to the date of the Contract is not excluded.

9.3 Each Contract is personal to the Buyer and the Buyer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations under any Contract. The Seller may assign the Contract or any part thereof to any person, firm or company.

9.4 Subject to clause 9.5, any notice given under or pursuant to the Order may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof, or to such other address as the party may by notice to the other have substituted, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

9.5 Where the Buyer is located at an address outside the UK, the Buyer and the Seller shall send notice pursuant to the Order by email to the address notified by the parties from time to time.

9.6 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not. No concession or delay on the part of the Seller shall be construed as a waiver of any rights and remedies.

9.7 If any Condition is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and shall not affect the validity, legality or enforceability of the remainder of the Contract.

9.8 The Seller reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control such as but not limited to: governmental actions, war or threat of war, national emergency, riot, civil disturbance sabotage or requisition; Act of God, fire, explosion, flood, epidemic or accident; import or export regulations or embargoes; labour disputes not including the work-force of the Seller; inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour; or a power failure of breakdown of machinery.

9.9 Failure of the Seller to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

9.10 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9.11 If there is any conflict between these Conditions, the Website or Brochure, these Conditions shall apply.

9.12 The Seller's remedies under any Contract shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies. Losses recoverable by the Seller shall include losses incurred or suffered by its suppliers.

9.13 The formation, construction, performance, validity and all aspects of the Contract are governed by English law and the parties submit to the exclusive jurisdiction of the English courts

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