

Price List United Kingdom

Valid 01.01.2017

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General Sales Conditions

All purchasers are deemed to have read, to accept and to comply with the following general sales conditions:

1° - Orders:

Orders received are only binding once we have accepted them. Orders are governed by these "general sales conditions" and the general technical conditions, with no reservations or conditions, and they prevail over any other oral or written agreement, in the event of a dispute by the customer. By accepting the order, the sale becomes final and binding. In the event that the customer cancels an order, other than owing to a force majeure event, the entire order will be invoiced.

2° - Delivery – Passing of Risk:

The terms and conditions of delivery of the goods are stated at the time the order is confirmed. However, the goods are carried at the recipient's risk and the recipient is responsible for making the required reservations with the carrier on receipt, in the event of any damage to the goods or missing items. The recipient is also responsible for confirming the reservations to the carrier by extra-judicial instrument or registered post with acknowledgement of receipt within three (3) days following receipt of the goods. The customer's acceptance of the delivery without any reservations entails a presumption that the delivery was conform and a waiver by the customer of any right to seek redress. Goods may not be returned without our express consent. Only full pallets and complete rolls may be taken back. A 20% reduction will be applied to the value exclusive of taxes of the goods and the carriage costs, both ways, will be payable by the customer.

3° - Delivery Dates:

Delivery dates are provided to the customer as approximate dates only. Customers are not in any way entitled to cancel the sale or refuse the goods in the event of late delivery. No damages may be claimed on the ground of late delivery, unless intentional.

4° - Force Majeure:

In the event of non-delivery or late delivery owing to a force majeure event (strikes, fire, flooding, accidents etc.) preventing performance of delivery, the sale will be cancelled as of right with no entitlement to damages.

5° - Laying and Upkeep Conditions

Compliance with the laying and upkeep conditions for our products is essential to the preservation of the proper appearance of our flooring and the processing of complaints. This information is available on request or on our website, and must be provided to the end user by Balsan's customer under its own responsibility. Balsan disclaims all liability in the event of a failure to comply with the laying and upkeep conditions.

6° - Complaints:

Some changes in the appearance of the pile may be noticed following a change in the pile's direction. These changes are inherent to the behaviour of this type of material. They do not constitute a defect in the product or a ground for the cancellation of the sale, unless they affect the useful life or the intrinsic or functional qualities of the carpets, rendering them, therefore, unfit for their intended purpose.

In the event of a defect in the product that is visible prior to its laying, Balsan's After-Sales Service must be immediately informed, prior to cutting and sealing. Failing this, the complaint will not be valid.

Moreover, no complaints will be valid in the following cases:

- Damage caused by accidents, fire, explosions, flooding or negligence occurring during carriage, warehousing or handling before or after laying (any accident for which a third party is liable).
- Improper conditions of use, in particular laying on floors equipped with underfloor heating reaching a temperature of more than 40°C and outdoor use.
- Damage caused by abrasive or sharp objects, oxidizing chemicals, colouring agents or burns.
- Shading inherent to all cut pile carpets.
- Damage of any kind caused by uneven floors, defective laying, objects or agents external to the room, furniture or equipment that has not been protected or that is not suitable for the flooring, a lack of upkeep or unsuitable upkeep given the amount of traffic.
- Damage caused by a failure to comply with our laying and upkeep conditions.
- Damage arising from the fact that the use properties of the carpet do not match the requirements of the room in which it is fitted.

7° - Price:

Our prices are final and non-negotiable for deliveries made within thirty (30) days.

However, our prices are subject to change in the event that the delivery period exceeds thirty (30) days, regardless of the cause thereof. Our prices are invoiced on the basis of the rate in force on the date of delivery.

8° - Terms of Payment:

Our invoices are payable within no more than thirty (30) days from invoice date, with no discount, unless otherwise agreed and accepted in writing by Balsan. No discount is given in the event that the customer makes a down payment. Payment in full at the time of the order is required for any customer that does not have credit insurance cover.

In the event of payment by drafts on agreed dates, the customer is responsible for their acceptance no later than on receipt of the goods.

9° - Sanctions - Penalty Clause - Event of Default:

In the event of late payment, without our prior consent, we have the right to suspend or cancel pending orders, without prejudice to any other remedies.

We also reserve the right to charge late payment interest at three (3) times the legal interest rate in force on the invoice date.

In addition to the late payment interest payable by the customer, we reserve the right to claim damages, equal to 15% of the overdue amount inclusive of taxes, with a minimum payment of EUR 38, without prejudice to any court awards and costs.

Any failure to pay a draft on its maturity date shall constitute an event of default and all credit granted will be revoked, without any prior formal notice.

The same shall apply in the event of a refusal to accept a bill of exchange or any other type of bill or note.

10° - Decline in the Customer's Financial Position:

In the event that the purchaser's creditworthiness declines, we reserve the right to require the purchaser to provide such guarantees as we deem fit, even after partial shipping of an order, with a view to proper performance of the undertakings given. In the event that the purchaser refuses to meet our requirements, we reserve the right to terminate, as of right, all or part of the contract.

11° - Cancellation Clause – Cancellation as of Right

In the event that the purchaser fails to pay the price by the agreed payment date, or within eight (8) days following initial formal notice that goes unheeded, the sale shall be cancelled as of right unless Balsan decides otherwise.

This provision applies whenever Balsan decides that it should apply, without prejudice to the effects of the retention of title clause or those of the foregoing provisions on events of default, the right to contractual damages and late payment interest. The foregoing is without prejudice to the legal and financial consequences of any legal proceedings.

12° - Industrial Property:

Any and all design rights and trade marks held by Balsan are its exclusive property. Accordingly, the reproduction or use of all or part of our designs or trade marks is strictly prohibited without our prior consent. Non-standard productions will be covered by a specific agreement entered into between the seller and the purchaser.

13° - Jurisdiction:

Any disputes arising in connection with this agreement or any matters or issues arising in connection herewith shall be subject to the jurisdiction of the Commercial Court of the place of our registered office, which shall have exclusive jurisdiction. This express jurisdiction clause also applies in the event of multiple defendants and to any and all applications, including interlocutory applications, for the joinder of third parties or for third party claims for indemnity.

RETENTION OF TITLE CLAUSE


It is expressly agreed that title to the sold goods will only pass upon the payment in full of the price, notwithstanding the fact that the sales are concluded ex-works.

Accordingly, we reserve the right to apply, whenever necessary, the provisions of the laws on retention of title to the benefit of the seller.


Balsan general sales conditions and laying and upkeep information are also available in English and German at: www.balsan.com.

Allgemeine Balsan Geschäftsbedingungen sind auch auf Deutsch und English in www.balsan.com verfügbar.

Broadloom

Article	Demand / Additional Comfort Suitability	Classification Contract	 ECONYL	Pile Weight g/m ²	Width m	Roll-Price £/m ² net	Cut-Price £/m ² net	
ALTITUDE			✓	575	4	11.50	14.00	
AQUARELLE TOUCH			✓	1080	4	15.10	17.60	
CAPITOL			✓	1020	4	18.75	21.25	
CARROUSEL			✓	645	4 + 5	11.00	13.50	
CENTAURE DECO				440	4 + 5	8.00	10.50	
COLISEE			✓	950	4	18.75	21.25	
DESIGN CONCEPT Blossom - Concrete - Constellation Flannel - Wood Ribs - XXL2			✓	650	4	13.30	15.80	
ÉQUINOXE			✓	650	4 + 5	11.80	14.30	
ÉQUINOXE CONFORT +			✓	650	4	Price on demand		
FEELINGS			✓	1600	4 + 5	22.10	24.60	
FRENCH COUTURE			∞	1050	4	21.70		
GABARDINE			✓	930	4	15.20	17.70	
KAVIAR			✓	630	4 + 5	10.60	13.10	
LES BEST / BEST S			✓	1200	4 + 5	15.90	18.40	
LES BEST DESIGN II Alinéa - Amiral - Bagatelle - Bridge - Casual Folio - Kabuki - Maori - Mikado - Opus			✓	1200	4	18.30	20.80	
LES FIRST			✓	1350	4 + 5	17.90	20.40	
LES GREENS CONFORT +			✓	700	4 + 5	13.10	15.60	
LES MUST			✓	1400	4 + 5	19.60	22.10	
LUXE			✓	∞	1500	4	21.40	23.90
MAJESTIC				1300	4 + 5	29.90	32.40	
OXYGEN			✓	950	4	14.80	17.30	
RESIDENTIEL MO			✓	500	4 + 5	8.10	10.60	
RESIDENTIEL DD			✓	500	4	7.20	9.70	
SCÉNARIO			✓	1030	4 + 5	15.20	17.70	
SCRIPT			✓	1040	4	15.80	18.30	
SÉRÉNITÉ			✓	∞	1100	4	17.00	19.50
SIGNATURE			✓	830	4	12.30	14.80	
SIGNATURE CONFORT +			✓	830	4	13.30	15.80	
SUBLIME			∞	1430	4	26.80	29.30	
SYDNEY DD			✓	650	4	11.00	13.50	
TANGO			✓	600	4 + 5	10.50	13.00	
TERRITOIRES ** Aqua - Atoll - Atrium - Carnac Jersey - Sierra - Tanzanie			✓	1240	4	18.00	20.50	
ULTRASOFT			✓	1000	4 + 5	18.90	21.40	


Custom Broadloom (Bespoke)

Article	Demand / Additional Comfort Suitability	Classification Contract	 ECONYL	Pile Weight g/m ²	Width m	Roll-Price £/m ² net	Cut-Price £/m ² net
DUO LES BEST **			✓	1200	4	Price on demand	
TERRITOIRES PERSONNALISATION **			✓	1240	4	Price on demand	
UNIQUE TERRITOIRES **			✓	1240	4	Price on demand	
TOP DESIGN 650 ***			✓	650	4	Price on demand	
TOP DESIGN 655 ***			✓	650	4	Price on demand	
TOP DESIGN 950 ***			✓	950	4	Price on demand	
TOP DESIGN 1100 ***			✓	1100	4	Price on demand	
TOP DESIGN 1100 COLOR LIGHTS *			✓	1100	4	Price on demand	
TOP DESIGN 1300 ***			✓	1300	4	Price on demand	
















Pricing subject to a 5% manufacturing tolerance. Roll sizes cannot be guaranteed.
Subject to minimum manufacturing quantities. Please discuss with your representative.

* Special Design: from 100m² with 20 m² of tolerance
** Special Design: from 400m² with 20 m² of tolerance
*** Special Design: from 800m²



Custom Broadloom (Bespoke)

Article	Demand / Additional Comfort Suitability	Classification Contract	 ECONYL	Pile Weight g/m ²	Width m	Roll-Price £/m ² net	Cut-Price £/m ² net
TOP DESIGN SCENARIO ***			✓	1030	4	Price on demand	
TOP DESIGN 1100 80/20 ***				1100	4	Price on demand	
TOP DESIGN 1350 80/20 ***				1350	4	Price on demand	
TOP DESIGN STRUCTURED LOOP ***			✓		4	Price on demand	

Tiles

Article	Demand / Additional Comfort Suitability	Classification Contract	 ECONYL		Pile Weight g/m ²	Width cm	Packaging	Tile-Price £/m ²	
								Full Palette loads only	Deliver Charge applied for orders placed <a full palette
BATIK ^{SC}			∞		580	50x50	5 m ²	16.30	75.00
BOLERO ^{SC}			✓		1030	50x50	4 m ²	23.70	75.00
BORÉAL					740	50x50	5 m ²	18.00	75.00
CITY					420	50x50	5 m ²	9.90	75.00
FACTORY					580	50x50	5 m ²	15.20	75.00
IMPRESSION ^{SC}			✓		830	50x50	5 m ²	19.30	75.00
INFINI COLORS ^{SC} StoneAge			∞		770	50x50	5 m ²	18.30	75.00
INFINI COLORS CUSTOM ^{SC}			∞		770	50x50	5 m ²	19.70	75.00
L480			∞		480	50x50	5 m ²	17.70	75.00
LANDSCAPE ^{SC} Canyon - Groove - Rift			✓		1050	50x50	4 m ²	24.80	75.00
MACRO-MICRO ^{SC} Canopy To Bark - Space To Land			∞		850	50x50	4 m ²	24.60	75.00
MACRO-MICRO ZOOM HD Canopy To Bark - Space To Land			∞		1050	50x50	4 m ²	28.10	75.00
METROPOLITAN Avenue					520	50x50	6 m ²	12.70	75.00
METROPOLITAN DISTRICT ^{SC} Brooklyn - Odéon - Soho					780	50x50	5 m ²	21.00	75.00
METROPOLITAN GRAFIK Block - Park - Track					625	50x50	5 m ²	18.20	75.00
MEZZO ^{SC}			✓		1040	50x50	4 m ²	23.90	75.00
ORIGAMI			✓		580	50x50	5 m ²	16.20	75.00
PILOTE 2 ^{SC}			∞		580	50x50	5 m ²	16.40	75.00
PILOTE 3D ^{SC} Rain			∞		620	50x50	5 m ²	19.00	75.00
PILOTE 3D CUSTOM ^{SC}			∞		620	50x50	5 m ²	Price on demand	
SEASON Summer - Winter					580	50x50	6 m ²	15.10	75.00
SEASON LINES					540	50x50	6 m ²	15.10	75.00
SÉRÉNITÉ TILES ^{SC}			✓	∞ 	1100	50x50	4 m ²	24.30	75.00
ULTRASOFT TILES			✓		1000	50x50	4 m ²	22.30	75.00

Tiles by Masland

Article	Demand / Additional Comfort Suitability	Classification Contract	 ECONYL		Pile Weight g/m ²	Width cm	Packaging	Tile-Price £/m ²	
								Full Palette loads only	Deliver Charge applied for orders placed <a full palette
AVANT Layered Plaid					610	50x50	5 m ²	28.50	75.00
AVANT Twisted Lines					746	50x50	5 m ²	28.50	75.00

Carpet tiles. If less than 1 pallet add £75.00 delivery charge.

SC: Sonic Comfort on demand