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**BROCKWAY**

KIDDERMINSTER

**SPECIAL NETT PRICE LIST**

Effective August 2017

## ROLLS CUTS

PRODUCT	SQM £	SQM £	PILE CONTENT	WIDTHS	SUITABILITY	TOG RATING
Connections	12.88	13.93	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	22+/31 General Domestic / Moderate Commercial	1.14
<b>New Range</b> Lingdale	10.94	11.77	80% Wool, 20% Polypropylene	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	TBA
<b>New Range</b> Lingdale Elite	12.88	13.86	80% Wool, 20% Polypropylene	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	TBA
Dimensions Plain (40)	14.21	15.37	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	23/32 Heavy Domestic / General Commercial	1.18
Dimensions Plain (50)	15.88	17.17	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.35
Dimensions Plain (60)	18.20	19.67	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.78
Dimensions Heathers (40)	14.21	15.37	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	23/32 Heavy Domestic / General Commercial	1.31
Dimensions Heathers (50)	15.88	17.17	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.56
Dimensions Heathers (60)	18.20	19.67	80% Wool, 10% Nylon, 10% Polyester	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	2.05
Dimensions Heathers Stripe	16.69	18.04	80% Wool, 10% Nylon, 10% Polyester	4.00m	33 Heavy Domestic / Heavy Commercial	1.56
Rare Breeds	22.23	24.02	100% Wool - 2ply (Undyed)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	2.05
Rare Breeds Elite	31.59	33.61	100% Wool - 2ply (Undyed)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	2.65
Orion Twist	14.80	16.00	80% Wool, 10% Acrylic, 7% Polyester, 3% PP	4.00m & 5.00m	23/32 Heavy Domestic / General Commercial	1.61
Orion Twist Major	19.08	20.63	80% Wool, 10% Acrylic, 7% Polyester, 3% PP	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	2.05
<b>New Colours</b> Solar	22.27	24.08	80% Wool, 20% Nylon - 2ply	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.56
Solar Stripe	22.27	24.08	80% Wool, 20% Nylon - 2ply	4.00m	33 Heavy Domestic / Heavy Commercial	1.56
Solar Infinity	POA	POA	Custom Offer, Any colour, any weight in a Twist Pile for a minimum of 25m <sup>2</sup> in 4m and 5m widths			

## LOOP PILE

Beachcomber	19.00	20.55	100% Wool - 4ply (Undyed)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.51 & 1.59
Cavendish Collection	16.88	18.26	100% Wool - 3ply (Stripe & Weave 4.00m Only)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.22 & 1.35
Lakeland Herdwick	20.11	21.75	100% Wool - 3ply (Herdwick (arm))	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.30
Rare Breeds Loop	18.00	19.16	100% Wool - 3ply (Undyed)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.57
Natural Tweed	20.22	21.51	100% Wool - 3ply (Undyed)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	1.43
Carnaby	29.92	31.82	100% Wool - 2ply	4.00m	33 Heavy Domestic / Heavy Commercial	1.31
<b>New Range</b> Galloway	23.78	25.71	100% Wool - 4ply (Undyed)	4.00m & 5.00m	33 Heavy Domestic / Heavy Commercial	TBA
<b>New Range</b> Portofino	21.82	23.61	100% Wool - 3ply	4.00m	33 Heavy Domestic / Heavy Commercial	TBA

# STANDARD TERMS & CONDITIONS

**1. Price Lists.** The Price List is intended for the Trade and is issued to regular carpet dealers (to whom alone goods are supplied) with the request that it should not fall into other hands. All previous lists are cancelled.

**2. Placing of Order.** Nothing in the price list shall be deemed to constitute an offer, and the company reserves the right to refuse or accept any order. Placing an order implies the acceptance of these terms of trading.

**3. Prices.** Goods will be charged at the date of despatch except for bona fide contract orders accepted by us at a fixed price when they were placed.

**4. Value Added Tax.** Prices quoted in this list do not include Value Added Tax, which will be charged at the applicable rate at the date of supply.

**5. Terms of Payment.** Payment is due on the 20th of the month following date of invoice, and is subject to 2.5% cash discount on the net value of the goods (exclusive of V.A.T.) if paid by due date. Interest will be charged at the rate of 2.5% per month from the due date on the accounts which remain unpaid for 30 days after that date. Prior to credit facilities being granted to the customer, payment for goods will be made on a proforma basis and goods cannot be despatched until such payment is received. Custom and bespoke orders will be subject to a 50% deposit with order, with the balance to be paid according to applicable terms.

**6. Full Rolls and Cut Lengths.** Roll price will apply to all orders for continuous lengths of 25.00 metres and over; otherwise cut length price will apply. **If Full Rolls are required as cut lengths, a cutting charge of £15.00 + VAT per cut will be applied. (up to maximum of 4/5 cuts).**

**7. Carriage.** Goods under £150.00 in value or goods under 1.50m x width (minimum length 0.70m) will incur a delivery charge of £25.00 + VAT.

**8. Delivery.** Whereas every effort is made to execute orders promptly, the company cannot accept liability arising from delay. Goods forwarded by other means at the customer's request including special Express Deliveries will be subject to a carriage charge. Orders will not be consigned to Private House addresses or unoccupied contract locations. If we should agree to do so for exceptional reasons, an additional charge will be made and the customer will assume responsibility for the conditions of carriage.

**9. Postponement.** In the event of a postponement at the customer's request after manufacture, the customer will be liable to pay the company any increase in the market value of the goods between the due date of despatch and the date on which despatch is finally made.

**10. Set Off.** A customer shall not be entitled to withhold payment of any amount under this contract to the company because of a disputed claim of any nature, nor shall the customer be entitled to set off against any amount payable under the contract to the company any moneys which are not then presently payable by the customer, or for which the customer disputes liability.

**11. Cancellations.** Cancellations cannot be accepted for cut length orders after goods have been cut or despatched or for contract or special orders if manufacturing has begun. If this procedure is not observed; no recompense can be made for subsequent discoveries of wrong colour or wrong size. If the goods have not been cut, cancellation may be accepted and a cancellation reference number must be issued to confirm acceptance of cancellation.

**12. Claims & Returns.** No claims which arise from improper installation can be considered - see paragraph 19. The Company's liability for defective carpet will be limited to replacement or refund and no claims will be considered for labour or other fitting charges in connection with installation or removal. Claims for manufacturing faults cannot be considered after the carpet has been cut and / or fitted, and in the case of complaint we reserve the right to replace or repair. From the financial point of view, if manufacturing fault is proven, a carpet will be assessed to have depreciated by 20% per year and this will be taken account of in the case of either replacement or an allowance. The Company will not accept the return of carpet without a Brockway Carpets Returns Reference Number which will be given when return has been agreed. **Customer Errors - Goods will only be collected back if the length is greater than the width. Credits will only be issued if carpets returned are in a resaleable condition, less a 25% Handling Charge.**

**13. Damage or Loss in Transit.** If goods are damaged in transit the carrier's note must be endorsed accordingly and the company notified within 3 days of receipt of

goods. The company must also be notified in writing if goods are not received within 14 days of date of invoice. Failure to notify in either case will result in loss of claim.

**14. Sizes.** All carpets sold and supplied by us are subject to a tolerance of plus or minus 1.25% as specified in British Standard 3655 Clause 3.

**15. Pile Pressure and Shading.** All pile carpets, especially plain grounds, are liable to shading - that is, to show light and dark patches arising from unequal crushing of the surface. Light and delicate carpets are liable to become soiled in wear and so apparently lose colour. No care on the part of the manufacturers can obviate these tendencies which are inherent in all pile fabrics. We cannot accept any responsibility for complaints caused by these effects.

**16. Matching.** For technical reasons it is not always possible to get an exact colour match between different tuftings. We therefore, recommend that carpet installations are made from one batch wherever possible and we can, therefore, take no responsibility for mismatching on carpets from different dye batches.

**17. Berbers.** Berber carpets present special difficulties as regards matching due to the nature of the processing of the yarn and if a customer requires a close match to a pattern then a cutting of present stock should be requested. We accept no responsibility for mismatch after cutting or fitting.

**18. Materials.** In order to give the customer the advantage of any technical developments and continuity of supply, the company reserves the right to substitute without notice.

**19. Installations.** Carpets should be installed in accordance with BS5325 2001 Code of Practice for Installation of Textile Floorcoverings - For contract areas and open plan offices, please refer to factory for specialist fitting instructions.

**20. Debt Collection.** Should the Seller require to employ a professional Collection Agency or Solicitor to collect any moneys due under the contract, the whole cost of such collection, including the professional fees, shall be borne by the buyer.

## 21. Reservation of Title

(A) The risk in the goods shall pass to the buyer upon delivery (Which shall, where appropriate, include delivery to the buyer's carrier) but title to the goods shall not pass to the buyer until such time as the buyer shall have paid the seller all sums due to the seller in respect of the goods.

(B) Until such time as title passes the buyer acknowledges that it is in possession of the goods solely as bailee for the Seller and it shall store the goods so that they may at all times be readily identified as the property of the seller and the buyer shall keep and maintain the goods in the condition which they were delivered to the buyer.

(C) Before payment in full is made the buyer shall have the power to resell the goods or any article manufactured from or incorporating the goods as provided in sub-clause (D) hereof (as principal towards the sub-purchaser but as agent between buyer and seller) and the seller shall be beneficially entitled to and the buyer shall be under fiduciary duty to account to the seller for the proceeds of sale thereof and the buyer hereby assigns to the seller all rights and claims that the buyer has or may have against any sub-purchaser.

(D) Before payment in full is made the buyer shall be entitled to use the goods in the normal course of its business but on the condition that the property in the goods or any articles manufactured from or incorporating the goods shall vest in the Seller and the buyer shall notify sub-purchasers of the fact that the buyer is not in a position to pass title to the goods comprised in the sub-sale until such time as the conditions herein contained have been satisfied by payment.

(E) The Seller shall be entitled forthwith to recover and resell any or all such goods or products to which the seller has title hereunder and to enter upon the premises of the buyer at any time with such transport as may be necessary for the purpose if the buyer commits any breach of term of this agreement which expression shall without prejudice to the generality thereof include failure to pay the seller on the due date, the appointment of the receiver of the buyer's business or the presentation of petition to wind-up the buyer.

(F) Nothing contained herein shall entitle the buyer to return the goods or refuse or delay payment for them.

**22. Disputes.** Any disputes shall be subject to English Law.



## BROCKWAY CARPETS LIMITED

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