

Recommended Retail Price List – No. 5

Effective 1st January 2017

Range	Product Style	Fibre Composition	Width	Roll Price £/m ²	Cut Price £/m ²	RRP £/m ²
Bel-Air	Handloom Wilton High/Low Loop	Wool / Tencel®	4.00 m	31.77	35.86	74.00
Burford 	Tufted Chunky Loop	100% Wool	4.00 m	25.93	29.56	61.00
Carnaby Street	Tufted Multi Stripe Loop	100% Wool	4.00 m	20.57	23.77	49.00
Elegance	Handloom Wilton Textured Loop	Wool / Tencel®	4.00 m	34.57	38.89	80.00
Eton 	Handloom Wilton Striated Loop	100% Wool	4.00 m	36.97	41.48	85.00
Florence NEW 5m	Flatweave	100% Wool	5.00m	27.16	30.75	63.00
Harvard 	Handloom Wilton Textured Loop	100% Wool	4.00 m	26.41	30.07	62.00
Henley	Tufted Regency Stripe	Wool / Viscose	4.00 m	24.33	27.83	57.00
Milano NEW 5m	Flatweave Tweed Loop	100% Wool	5.00m	27.16	30.75	63.00
Pure Opulence	Tufted Textured Loop	Wool / Tencel®	4.00 m	22.49	25.84	53.00
Sherborne	Tufted Textured Loop	100% Wool	5.00 m	20.77	24.82	51.00
Sloane	Tufted Level Loop	100% Pure NZ Wool	5.00 m	22.61	26.88	55.00
Stowe	Tufted Textured Loop	100% Wool	5.00 m	20.77	24.82	51.00
Tetbury 	Tufted Structured Loop	100% Wool	4.00 m	20.57	23.77	49.00
Yale 	Handloom Wilton Textured Loop	100% Wool	4.00 m	33.69	37.94	78.00

All prices are delivered to store and exclusive of VAT which will be charged at the rate appertaining at the date of the shipment.

Minimum order quantity, without surcharge, is 1.5 linear metres.

A surcharge for cuts supplied from roll orders will be applied at £10.00 per cut.

Standard roll sizes are 25 linear metres except on the Handloom Wilton ranges where the standard size is circa 20 linear metres.



Denotes Riviera's totally bio-degradable, eco-friendly carpets made from 100% natural and renewable resources.

Riviera Home UK Limited

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CONDITIONS OF TRADING

GENERAL

- In these Conditions, Riviera Home UK Limited is called "the Company" and any individual, firm, company or other party with whom the Company contracts is called "the Customer".
- (a) Any quotation of the Company is only an invitation to the Customer to make an offer and no order of the Customer placed with the Company in pursuance of a quotation or otherwise shall be binding on the Company unless and until it is accepted on the Company's acceptance of order form.
(b) Quotations for delivery from stock are made subject to goods remaining unsold on receipt of the Customer's order and to the Company's approval of the account.
(c) Any contract made between the Company and the Customer (hereinafter called "the Contract") shall incorporate and be subject to these Conditions, and all the terms of the Contract shall be those contained expressly or by reference in the Company's acceptance of order.

- Cases and packing materials, other than the Company's standard packs, will be charged for.

PRICES

- (a) Unless otherwise provided in the Contract, all prices quoted are subject to alteration at any time by the Company without notice. Goods will be charged at the prices ruling at the date they are dispatched from the Company's premises.
(b) All prices are quoted exclusive of Value Added Tax (which will be charged at the rate applicable at the date of invoice), but include the cost of carriage within the United Kingdom and Northern Ireland. If the Customer instructs the Company to send goods by passenger train, parcel post, air freight or other special transport, the additional cost will be for the account of the Customer.
(c) A cutting charge of £10 per cut will be applied to roll orders which are required in cut lengths.

RISK

- The risk in respect of all goods shall pass to the Customer upon the goods leaving the Company's premises. Unless otherwise agreed in writing, the Company shall on behalf of the Customer arrange for the carriage of the goods and the carrier selected by the Company shall be deemed the agent of the Customer. Special notice is directed to the fact that, in accordance with Section 32 of the Sale of Goods Act 1893, delivery to the carrier will, in such circumstances, constitute delivery to the Customer. The Company will not in any circumstances accept liability for damage, shortage or loss during transit.

CLAIMS AGAINST CARRIERS

- The Company will use its best endeavours to pursue all claims for non-delivery, shortage or damage in transit against the carriers on behalf of the Customer but to enable the Company to do so, the Customer must advise the Company of non-delivery within 10 days from the date shown on the Company's invoice. For shortage or damage, the Customer must advise the Company within 3 days of receipt of the goods. Failure to notify in either case may result in the loss of any claim.

PROPERTY

- Until the purchase price of the goods comprised in this or any other Contract and all other sums due by the Customer to the Company upon any account whatsoever have been paid or satisfied in full:-
(a) The goods comprised in this Contract shall remain the property of the Company (notwithstanding the delivery of the goods and the passing of risk therein);
(b) The Company may at any time recover and resell the goods (if in the Customer's possession) if any payment owed by the Customer on any account is overdue or if the Company considers that the amount outstanding from the Customer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord to the Customer, and for this purpose, the Company, its servants or agents may enter upon the Customer's or other premises upon which the goods are situated;
(c) The Customer shall possess all goods comprised in this Contract on a fiduciary basis only and if the Company so requires, the Customer shall store such goods for the Company in a proper manner without charge to the Company so that they are clearly identified as belonging to the Company;
(d) The Customer has the right to dispose of the goods in the course of its business for the account of the Company and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of the Company's rights. In the event of such disposal, the Company shall be entitled to, and the Customer shall be under a fiduciary duty to account to the Company for the proceeds of sale but may retain therefrom any excess over the amount outstanding under this or any other Contract or owing to the Company on any other account. In addition, the Company shall be entitled to make a claim directly against the Customer's customer for any purchase monies unpaid by such customer provided that the Company shall return to the Customer any monies recovered in excess of the amount then owed by the Customer to the Company together with costs and expenses involved in making such claim.

SPECIFICATION ETC.

- (a) All sizes stated in the Contract or in any price list, brochure or catalogue are approximate and a tolerance of one half inch (13mm) per yard (metre) either way is allowable in accordance with BS 3655.
(b) All carpets supplied hereunder (except special Goods) which have been approved and registered under the British Carpet Classification Scheme are suitable for the general categories of use implied by such classification. However, in any "non-consumer sale," the Customer shall be solely and exclusively responsible for choosing a carpet and for its suitability for the required purpose, having relied on his own skill and judgement.
(c) The Company cannot guarantee a perfect colour match where more than one width of carpet is involved and it is therefore recommended that, wherever possible, carpets to be fitted together are ordered as one piece. Any wastage of carpet occasioned during matching will be charged to the Customer's account.
(d) All pile carpets, especially plain grounds, supplied under this Contract are liable to shading; that is to show light and dark patches arising from unequal crushing of the surface. No care on the part of the manufacturer can obviate these tendencies which are inherent in all pile fabrics.
(e) The Company reserves the right to change the materials in the carpets, backing materials or other goods comprised in this Contract to advantage developments, improvements or modifications which the Company considers desirable. Company will use its best endeavours to ensure that all information contained in any price list, brochure or catalogue is up-to-date but does not guarantee that such information will in all cases be identical with the goods comprised in this Contract.
(f) The Company cannot accept any claim for shrinkage of carpets supplied under this Contract
(i) unless such carpet has been secured to the floor in an approved manner, or
(ii) if installed in an area subject to excessive moisture (e.g. bathrooms, toilets, kitchens).
(g) Cut lengths will be supplied unbound unless "ends bound" is specified in the Contract.

TERMS OF PAYMENT

- Unless the Contract otherwise provides, accounts are due for payment by the 20th of the month following the date of invoice. Payment is strictly net and no cash discount is allowed on the value of the goods excluding Value Added Tax. The Company shall be entitled to interest on the unpaid account or any part thereof not paid by such date from that date until payment at the rate of 5% above the Bank of England minimum lending rate prevailing from time to time during such period.

DELIVERY

- (a) Deliveries are made under RHA conditions of carriage.
(b) The Company will use its best endeavours to comply with any date or dates for despatch or delivery of the goods stated in the Contract but, unless the Contract expressly otherwise provides, such date or dates shall constitute only statements of expectation and shall not be binding. If, notwithstanding that the Company has used its best endeavours, the Company fails to despatch or deliver the goods by such date or dates, such failure shall not constitute a breach of the Contract and the Customer shall not be entitled to treat the Contract as thereby repudiated to rescind it or any related Contract in whole or in part or claim compensation for such failure.
(c) If the Company shall be prevented or hindered from supplying the goods or any part thereof by any circumstances beyond its control, the Company reserves the right to extend the period for delivery at its option and in any event for so long as the Company is so prevented or hindered. The Company will not accept any obligation to comply with any request by the Customer for expedition or postponement of delivery. Where expedited delivery is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company the amount of such overtime payments or other costs where postponement of delivery is agreed by the Company. The Customer shall, if required by the Company, pay all costs and expenses, including a reasonable charge for storage occasioned thereby, but the goods, shall be deemed to be held at the Customer's risk.

REPLACEMENT, REPAIRS AND COMPLAINTS

- (a) Without prejudice to the terms of any other guarantee given by the Company, the Company undertakes to repair or replace at its option free of charge any goods supplied by it which are returned by the Customer to the Company's works and which are shown to the Company's reasonable satisfaction to be defective by reason of faulty material or manufacture within 12 months from date of their original despatch. It is a condition precedent of the Company's obligations under this clause that the defective goods are properly packed by the Customer before collection by the Company.
(b) Carpets should be inspected by the Customer before cutting to close fit a room and claims for defective materials and/or manufacturing faults will not be accepted after a carpet has been cut.
(c) Where a complaint arises in connection with the goods supplied hereunder, the Customer should request the Company's representative to call to assess the cause and advise on the remedy. To avoid loss of time on complaints, the Customer is requested to inspect the nature of the complaint and to complete and submit the Company's complaints questionnaire obtainable from the Company's representative. Without this information, the Company will be unable to view the complaint.

LIABILITY AND FORCE MAJEURE

- (a) In the event of late delivery or non-delivery of any of the goods by reason of the Company's breach of the Contract, the Customer shall not be entitled to any damages in respect of any loss of profits or of production or any other consequential loss or damage which he may thereby sustain.
(b) If the Contract is for sale of goods and is not a "consumer sale" as defined by Section 56 (7) of the Sale of Goods Act 1893 as amended therein the event of any breach by the Company of any implied obligation which it may have under Sections 13, 14 or 15 of that Act, the Customer shall not be entitled to any damages in respect of any loss of profits or of production or any other consequential loss or damage which he may thereby sustain. If any representation or statement as to the suitability or fitness for any particular purpose of any goods sold by the Company has been made, the Customer warrants that he understood it to be a statement of opinion only and that no reliance was to be placed upon it.
(c) The Company shall not be liable for any delay or any loss or damage incurred by the Customer caused wholly or in part by any cause beyond the Company's control, including but, without limitation, Acts of God, inability to obtain materials, plant breakdowns, strikes or lockouts of employees.

CANCELLATION

- The Company will only accept the cancellation of any order by the Customer if the Customer reimburses the Company for all manufacturing and other costs and expenses including loss of profit incurred by the Company up to the date of cancellation but the Company shall not in any event accept any cancellation in the case of Special Goods (as defined below) or goods which have been cut or despatched.

SPECIAL GOODS (Custom-made Carpet)

- (a) The Company reserves the right to supply five per cent more than the exact quantity ordered in the case of all goods made specifically to the Customer's specifications and designs ("Special Goods"). Such over weaves are to be charged accordingly.
(b)(i) The Company shall be entitled to reject any materials supplied by the Customer which appear to the Company to be unsuitable. Additional costs incurred by the Company, if such materials are found to be unsuitable, will be charged to the Customer;
(ii) Quantities of materials supplied by the Customer shall be adequate to cover normal spoilage;
(iii) The Customer's property and all property supplied to the Company by or on behalf of the Customer will be held, worked on and carried entirely at the Customer's own risk;
(c) The Customer shall indemnify the Company against all claims for breach of patent, copyright or registered design.

TERMINATION

- (a) If the Customer commits a breach of the Contract or of any other of his obligations to the Company, or if any distress or execution is levied upon the Customer's property or assets, or if the Customer makes or offers to make any arrangement or composition with his creditors, or if an individual (or a number of individuals) commits any act of bankruptcy or if any petition or receiving order in bankruptcy is granted or made against him or any one of a number of individuals comprising the Customer, or (if the Customer is a Limited Company) by any resolution or petition to wind up its business (other than for the purpose of reconstruction or amalgamation) is passed or presented or a receiver of its undertaking property or assets or any part thereof is appointed, the Company shall have the right forthwith to determine the Contract and upon written notice of such determination being posted by the Company to the Customer's last-known address, any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or have against the Customer but it is nevertheless agreed that the Customer shall pay the Company at the contract rate for all work done up to and including the date of termination.
(b) If the Company is prevented for a continuous period of 6 months from performing this Contract due to causes beyond its control, this Contract may be terminated at the option of either party upon giving to the other one month's notice in writing.

LIEN

- Without prejudice to the provisions of Clause 7 hereof and to any other remedies of the Company, the Company shall in respect of all unpaid debts due from the Customer have a general lien on all goods and property of the Customer in its possession and shall be entitled on the expiration of 14 days' notice to the Customer to dispose of such goods or property as it thinks fit and to apply any proceeds towards reduction of such debts.

GOVERNING LAW

- These Conditions and any Contract made between the Company and the Customer hereunder shall be governed by and construed in all respect in accordance with the Laws of England.