ulster™

www.ulstercarpets.com

UK Price List

1st April 2022

Ulster offers unique multi-width, colour matching carpets meaning less waste and saving your customers money.

Our Customer Service team (from left)
Cherith Patterson, Catherine Mercer, Diane Teggart,
Martina Connolly and Kerry Wright.

Customer Service Department

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Service: customer.service@ulstercarpets.com

United Kingdom

price list

1st April 2022

All previous lists are cancelled.
Prices quoted on this list are
exclusive of value added tax.

Ulster Carpet Mills (Holdings) Ltd manufacture under a quality system ISO 9001:2015 and an environmental system ISO 14001:2015 approved by the British Standards Institute.

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Ulster Carpet Mills (Holdings) Limited

Axminster broadloom stock ranges

Range	Currency	Square Metres		Square Yards	
		Rolls	Cuts	Rolls	Cuts
Anatolia Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	46.35	51.50	38.75	43.06
Athenia Heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	43.43	48.25	36.31	40.34
Beaumont **(Country House collection)** Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	49.05	54.50	41.01	45.57
Blossom Heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	43.43	48.25	36.31	40.34
Boho Collection Heavy wear 80% W | 20% N Widths: 4m (13'1ft), 3m (9'10ft), 2m (6'6ft), 1m (3'3ft)	£	41.40	46.00	34.62	38.46
Braeburn Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	46.35	51.50	38.75	43.06
Fusion Extra heavy wear 80% W | 20% N Widths: 4m (13'1ft) only	£	46.35	51.50	38.75	43.06
Glenavy Heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	37.35	41.50	31.23	34.70

Axminster broadloom stock ranges

Range	Currency	Square Metres		Square Yards	
		Rolls	Cuts	Rolls	Cuts
Glendun Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	51.75	57.50	43.27	48.08
Glenmoy Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	46.35	51.50	38.75	43.06
Natura Extra heavy wear 80% W | 20% N Widths: 4m (13'1ft) only	£	46.35	51.50	38.75	43.06
Natural Choice Extra Heavy wear 100% W Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	49.05	54.50	41.01	45.57
Sheriden Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	49.05	54.50	41.01	45.57
Tazmin Heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	41.40	46.00	34.62	38.46
The Mix Extra heavy wear 80% W | 20% N Widths: 4m (13'1ft) only	£	49.05	54.50	41.01	45.57
Vescent Extra heavy wear 80% W | 20% N Widths: 4m (13'1ft) only	£	49.05	54.50	41.01	45.57
Watercolours Extra heavy wear 80% W | 20% N Widths: 4.57m (15ft), 3.66m (12ft), 2.74m (9ft), 1.83m (6ft), 0.91m (3ft)	£	49.05	54.50	41.01	45.57

Wilton stock ranges

Range	Currency	Square Metres		Square Yards	
		Rolls	Cuts	Rolls	Cuts
Grange Wilton Extra heavy wear 80% W | 20% N Widths: 5m (16'5ft), 4m (13'1ft), 3m(9'10ft), 2m(6'6ft), 1m(3'3ft)	£	31.28	34.75	26.15	29.06
Natural Choice Plains Extra Heavy wear 100% W Widths: 5m (16'5ft), 4m (13'1ft), 3m(9'10ft), 2m(6'6ft), 1m(3'3ft)	£	28.13	31.25	23.52	26.13
Ulster Velvet Extra heavy wear 80% W | 20% N Widths: 5m (16'5ft), 4m (13'1ft), 3m(9'10ft), 2m(6'6ft), 1m(3'3ft)	£	43.43	48.25	36.31	40.34
York Wilton Extra heavy wear 80% W | 20% N Widths: 5m (16'5ft), 4m (13'1ft), 3m(9'10ft), 2m(6'6ft), 1m(3'3ft)	£	29.25	29.25	24.46	24.46

W = Wool N = Nylon

Roll price will apply to all continuous lengths of 20 metres and over in woven widths of 5.00m, 4.57m, 4.00m, 3.66m, 0.91m and 0.69m (excludes colour matching 3.66m slit from 4.57m widths or 4.00m slits cut from 5.00m widths).

Orders for non-woven widths of 0.91m, 1.83m, 2.74m, 1m, 2m and 3m will be charged at cut length price, irrespective of length.

LØØP Stock Open Spaces ranges

Range	Currency	Square Metres		Square Yards	
		Rolls	Cuts	Rolls	Cuts
Auckland **Napier** **Queenstown** **Raglan** **Wellington Stripe** Heavy wear 100% New Zealand wool(Laneve) Widths: 5m (16'5ft), 4m (13'1ft), 3m (9'10ft), 2m (6'6ft), 1m (3'3ft)	£	25.65	28.50	21.45	23.83
Dubai Heavy wear 100% British / New Zealand wool Widths: 5m (16'5ft), 4m (13'1ft), 3m (9'10ft), 2m (6'6ft), 1m (3'3ft)	£	25.65	28.50	21.45	23.83

LØØP Stock Habitüs ranges

Range	Currency	Square Metres		Square Yards	
		Rolls	Cuts	Rolls	Cuts
Croft **Rustik** **Strönd** Heavy wear 100% British / New Zealand wool Widths: 5m (16'5ft), 4m (13'1ft), 3m (9'10ft), 2m (6'6ft), 1m (3'3ft)	£	25.65	28.50	21.45	23.83

LØØP Stock Terræn (Level cut loop) ranges

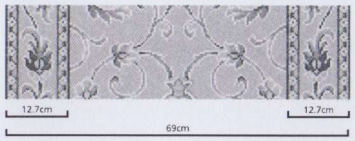
Range	Currency	Square Metres		Square Yards	
		Rolls	Cuts	Rolls	Cuts
Berg **Frond** **Lenke** **Oska** **Nömad** **Ryg** General wear 80% W | 20% N Widths: 4m (13'1ft), 3m (9'10ft), 2m (6'6ft), 1m (3'3ft)	£	27.90	31.00	23.33	25.92

Axminster runner / borders

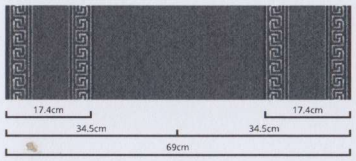
Range	Currency	Linear Metres	
		Rolls	Cuts
Anatolia Extra heavy wear 80% W | 20% N Widths: 0.69m (27")	£	31.98	35.54
Athenia Heavy wear 80% W | 20% N Widths: 0.69m (27")	£	29.96	33.29
Glenavy Heavy Wear 80% W | 20% N Widths: 0.91m (3ft)	£	34.15	37.95
Sheriden Extra Heavy Wear 80% W | 20% N Widths: 0.69m (27")	£	33.84	37.61
Tazmin Heavy Wear 80% W | 20% N Widths: 0.69m (27")	£	28.57	31.74

Axminster runner / borders

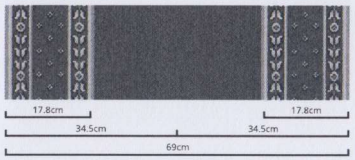
Anatolia



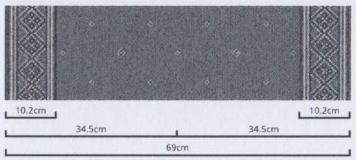
Athenia



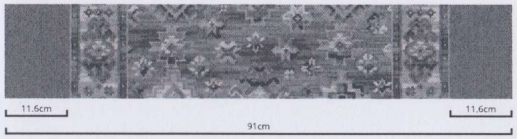
Sheriden



Tazmin



Glenavy 81/2138



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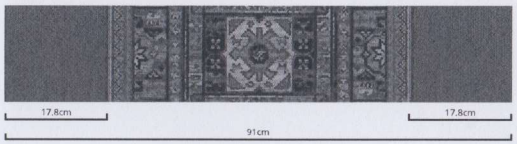

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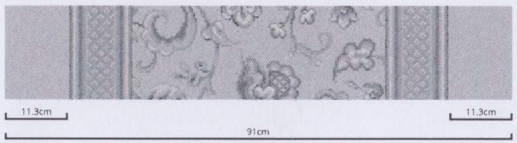

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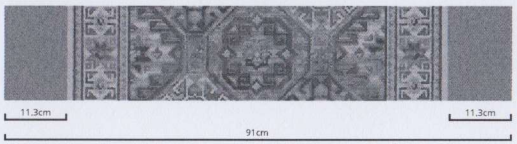

Ulster key selling points

Wool
- Natural & durable
- Fire safe
- Easy to clean
- Non allergenic

Quality
- Superior construction
- Moth resistant*
- Premium materials
- Innovative design

Design
- Distinctive pattern
- Contemporary choice
- Sophisticated colours
- Deluxe finish

Service
- Award winning service
- 3-5 day delivery time
- 95%+ stock availability
- 48hr consumer sample service

Multi Widths
- Wider widths
- Better value
- Less waste
- Colour matching

Product
- Luxurious
- Beautifully decorative
- Hardwearing
- Practical

Environmental
- ISO14001
- Sustainable manufacturing
- CO^2 emissions halved
- Committed to becoming Carbon Neutral

* All ranges except Natural Choice

Cash and direct debit discount
For payment on or before the 20th of the month following the date of despatch 2.5% Cash Discount.

Custom weavings
All are made in 80% wool 20% nylon using 2-ply yarn. Weights, pile height, rows (shotting) can be adjusted to customer's own requirements, using 7 different row options (ranging from 6 row to 12 row) and 3 pile height specifications (6.3mm or 0.250"; 7.1mm or 0.281"; 7.9mm or 0.312").
It should be noted that if changes are made from an existing quality/design, it may be necessary to amend the design to ensure design integrity. This is particularly relevant with geometric type designs.

Weaving using standard designs
Standard contract stock designs such as Natura, Sheriden, Glenmoy, Athenia and Tazmin can be woven in different colourations, qualities and widths (3.66m, 4.00m or 4.57m).

Custom weavings using bespoke designs
Custom designs to customer's own requirements can be produced in any of the above qualities. Design charges may be applicable depending on scale / quantity / colours involved. For special colours (i.e. for colours outside our standard colour box) surcharges will apply.

For prices please contact your sales executive or contract sales office
Tel: (028) 3833 4433

Additional services

Scotchguard: special weavings only	£1.90	square metre
Antistatic: special weavings only	£0.90	square metre
Fluorescent yarn (per colour)	£1.85	square metre
Thermo seam	£4.65	linear metre
Match to plan	£185.00	per plan

Rugs

Whipping (less than 7m)	£1.90	linear metre
Whipping (over 7m)	£3.65	linear metre
Taping and binding (less than 20m)	£8.20	linear metre
Taping and binding (more than 20m)	£8.40	linear metre
Fabric Binding	£11.00	linear metre

Linear metre charges are calculated on actual linear metres of whipping, taping, binding and seaming services provided. Please allow extra time for delivery on rug orders.

N.B. The maximum width of carpet when seamed together for transport is 5.00m

The price list cannot be used to calculate the price for cutting of non-standard widths and shapes. Please refer to Customer Service for pricing.

Axfelt Triple Layer Underlay

Range	currency	Rolls	Pallets
Axfelt Triple Layer Underlay	£	49.30 (4.40/m²)	551.00 (4.10/m²)

We believe that Axfelt is the perfect partner for a woven Ulster carpet. Any customer choosing Axfelt underlay to complement their Ulster carpet will now qualify for an extended guarantee of up to 10 years. This is an additional four years from their 6-year guarantee for an Ulster carpet.

Speak to your Sales Executive about this offer.

Notes

- Rolls are 8m x 1.4m (11.2m²) and weigh 23.5kg **(new larger roll size)**
- Pallets have 12 rolls.
- Rolls and pallets are delivered using a different transport network to carpet deliveries (UK mainland).
- Axfelt is 10mm thick and weighs 2,200g/m² (65oz/yd²)
- Tog rating is 2.7 and sound insulation is 32db
- Content is 100% recycled material.
- Special 3 layer construction - top layer 95% Wool, middle layer mixed natural materials, base recycled tyres.

For more information on pricing please contact your sales executive or our sales office

Email: **ucm.orders@ulstercarpets.com**
Tel: **(028) 3833 3177**

Axfelt Triple Layer Underlay key selling points

100% Recycled three layered content:
The top layer is all recycled wool, the mid layer is recycled cloth and woven carpet and the base layer is rubber which is from recycled lorry and tractor tyres. A great reuse for all of these waste products.

3 Layer Construction:
Most similar products on the market are made of a two layer construction. This three layer construction is particularly good at crush recovery and independent tests show it is the best performer in this regard (as per BS4052).

Insulation:
Wool, as a fibre, is a great insulator on its own. The three layer construction makes this even more effective giving it excellent thermal insulation properties (2.7tog) and sound insulation too (32db).

Support:
Felt is particularly good when used in conjunction with woven carpets as there is a velcro effect between the top of the underlay and the woven backing itself. This helps to secure the carpet in place once fitted (unlike smooth surfaces on many foam underlays) and reduces the likelihood of movement over time. In addition felt is particularly good at allowing seams to bed in and are much less pronounced once the carpet has settled after installation.

Durability and longevity:
Axfelt is contract rated so will provide long term support in carpet performance therefore extending the life of the carpet as a result.

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Special notices

Carpets manufactured by us are woven from the best and most suitable materials available. However, we wish to draw your particular attention to clauses 16, 17, 18 and 19 of our contract and Conditions of Sale.

All Ulster carpets should be fitted according to BS 5325:2021 - Installation of textile floor coverings.

In addition please note the following points:

1. We strongly recommend
(a) The use of a good quality underlay, especially on stairs.

(b) That carpet on stairs should be moved a few centimetres up or down to equalise wear. To do this it is necessary to have an extra 25cms in length folded under the top and bottom step. Movement should be carried out twice in the first year and at least once a year thereafter.

(c) The use of a protective blind or curtain to prevent strong sunlight affecting natural pigmentation of the wool used in carpet pile.

(d) That consumers should be given advice on care and maintenance of carpets and are advised that a good quality upright vacuum cleaner with a beater bar / brush should be used. We produce suitable literature which is available on application.

(e) That if joining by any Heat Tape, Adhesive Tape or other such method, selvedges should be trimmed off and the adhesive molten at the midway point before pressing the carpet firmly into place.

(f) That if carpet is being joined by sewing (hand or machine) the seams should be tightly sewn and a level finish achieved between the two joined surfaces if necessary by trimming down any projecting tufts.

(g) Due to tolerance of woven products, caution needs to be taken when installing on double stick systems, especially in contract locations. Such installations need to be carried out by experienced contract fitters using the appropriate materials, ensuring consideration is given to tolerances in matching patterns.

Failure to carry out these recommendations may give rise to complaint by the end user. Ulster Carpets.Ltd do not accept responsibility for complaints arising in these circumstances.

For any technical queries, please contact our Customer Service Team.

2. Every care is taken to colour match all of our batches but there may be a slight difference in tone between one dyeing and another and by comparison with the samples as with all natural materials.

Terms of contract and conditions of sale
Ulster Carpet Mills (Holdings) Limited

Terms
Orders are accepted at the prices shown on the list subject to the following conditions:

General
These conditions will apply to any order and to any acceptance of an order.
No variations or additions shall be effective unless agreed by Ulster Carpet Mills (Holdings) Limited (the Company) in writing. Any terms or conditions in a customer's order form not agreed by the Company in writing shall have no effect.

A customer which intends to trade online must notify the Company of such intention to enable the Company to open a second account for that customer in respect of its orders of products for online sale.

1. Quotation
Quotations do not constitute contractual offers but remain open to an offer within 30 days. An offer or order is not deemed to be accepted without written confirmation from the Company.

2. Delivery and despatch
(a) When carriage is arranged by the Company (by its own transport or otherwise) delivery shall be deemed to take place at the moment when goods arrive at the customer's business premises or nominated contract site. When carriage is arranged by the customer (by its own transport or otherwise) delivery shall be deemed to take place at the moment when goods are loaded onto the road, rail or air vehicle used and the customer shall arrange collection as soon as possible after the Company has given notice that the consignment is ready and in any event within 7 days of such notice.

(b) Estimated despatch dates (if any) are given in good faith by the Company when an order is placed but are not binding unless so confirmed in writing in the Company's acceptance of an order and in that event time shall not be of the essence of the contract.

(c) The Company shall not in any event be liable for the delay in delivery or failure to make delivery of any goods due to circumstances beyond its control including but, without prejudice to the generality of the foregoing, war, rebellion, revolution, strikes, severe weather conditions, lock-outs, break-down of plant or governmental or other laws, regulations, rules or decrees.

(d) Where the order (or contract) provides for deliveries by instalments (whether or not on specified dates) and the customer fails to take delivery of an instalment the Company shall not be bound to make up such instalment according to any informal or binding scheduled programme or timetable.

(e) The customer may not refuse to take or accept delivery of any consignment on account of any alleged failure, shortage or defect in any other delivery.

3. Storage
If the customer fails to accept delivery by the Company or to pick up goods within 7 days of notice (whichever may be the case) the Company at its own initiative (and without prejudice to any rights against the customer) or at the request of the customer may store the goods at the risk of the customer and the customer shall pay upon demand the reasonable storage costs of the Company and all other expenses involved including costs of re-delivery, loading and unloading and the goods may be re-invoiced at the rates ruling at the date of actual delivery and interest charged on the invoice value of the goods for the duration of the delay at 5% over the base lending rate of the Bank of England. The due date will remain as the date on the original invoice. The customer will not receive extended credit terms as a result of failing to accept a delivery.

4. Customer returns

The customer is legally bound to take the goods comprised in the contract and return of goods will not be accepted unless prior authorisation has been given by the Company in writing. The amount of credit that may be allowed in respect of goods returned due to the customer error (if accepted) is entirely at the discretion of the Company and will in no event exceed 80% of the invoiced value. Subject as above scrap value only will be allowed on carpet which on return is found by the Company to be damaged or defective for any reason. The customer shall be responsible for providing a full single width tube and appropriate protective covering of all goods that are returned to the Company for any reason whatsoever.

5. Acceptance

The customer will be deemed to have received inspected and accepted goods as satisfactory and complete in all respects unless notice is given as follows:

(a) upon receipt, the customer shall visually inspect the goods and may refuse delivery where damage is reasonably apparent on a visual inspection and shall sign the delivery notice and include a brief explanation of such damage thereon;

(b) the Company must be advised within three days of receipt of the goods by the customer that there is a defect, shortage or partial non-delivery and

(c) written notice must be received by the Company detailing any alleged non-delivery, shortage or defect within fourteen days from the date of despatch shown on the invoice.

Where damage is reasonably apparent on a visual inspection and the customer fails to comply with paragraph **5(a)** above, the Company shall not be liable for any loss or liability incurred by the customer in respect of such failure.

6. Prices

(a) In its acceptance of an order unless the invoices are marked 'fixed price contract' the price payable by the customer shall be at the Company's rates ruling at the date of placement of order.

(b) Prices are subject, where applicable, to the addition of Value Added Tax at the rate in force at the date of supply.

(c) Unless otherwise stated prices include the cost of carriage within the United Kingdom or Republic of Ireland where carriage is arranged by the Company but any special arrangements made at the customer's request will be charged for separately.

7. Payment

(a) The customer shall pay for the goods, as per the payment terms contained within the invoice or the proforma invoice.

(b) If the customer is retailing the products online, the customer shall pay the Company for goods in advance, either on the date on which it orders goods from the Company or by way of prepayment to its online account with the Company.

(c) Without prejudice to any other rights of the Company, the Company may charge interest at the rate of 5% over the base lending rate of the Bank of England on any invoice which is not paid by the due date.

(d) The customer shall not be entitled to withhold payment of any sums due to the Company by reason of any disputed claim by the customer relating to any goods or deliveries.

(e) If the customer fails to make payment by the due date, or is otherwise in breach of these terms and conditions, then without prejudice to any other rights of the Company;

i) the Company shall be entitled to suspend all or any other deliveries to be made under that or any other contract with the customer and in such event the customer shall not in any respect be released from his obligations to the Company under that or any such other Contract; and

ii) contract with the customer as having been terminated by the customer and to claim damages for breach of contract accordingly.

(f) The customer shall receive settlement discount for payments made on or before the 20th of the month following the date of despatch. The rate of cash discount is currently 2.5% The company reserves the right to amend this and will give reasonable notice to the customer before any changes are implemented. If payment is made by credit or debit card, settlement discount will not be available.

8. Sizes, specifications and samples: without prejudice to condition 14

(a) Whilst every effort is made to manufacture correct sizes, slight variations are unavoidable and the Company shall be deemed to have fulfilled its contract if sizes are within the British Standards Institution tolerance which, for a metric figure is +/- 1.25% (because the dimensions of the material can change slightly after cutting to length, customers are advised to order 1% more lengthwise than the exact dimensions of the area to be fitted would indicate).

(b) British Standard BS 3655 states that all percentages of total fibre content of the pile yarn or use-surface material shall be subject to a tolerance of +/- 3% and the right is reserved to manufacture within this tolerance.

(c) The right is reserved to substitute suitable backing materials for those quoted in the standard specifications or a mixture of both as available and to vary the carpet weight when alternative backing materials are used.

(d) Provided that in no event shall the Company be liable to under any obligation:

i) in respect of the inherent tendency of all pile fabrics to shade under the effect of crushing of the surface or pressure and to lose colour by soiling;

ii) after carpets have been fitted or laid;

iii) where carpet has been used in a situation or for a purpose other than that specified. The customer shall be responsible to ensure that the carpet ordered (as regards specification, type, colour, design and otherwise) is suitable in all respects for its intended use;

iv) where the floor or surface preparation prior to fitting has not been carried out either to a standard deemed satisfactory by the Company or in accordance with British Standard 5325;

v) where carpet has been treated (other than by the Company) with any agent or substance including (without prejudice to the generality of the foregoing) any anti-soil or flame proofing treatment; and the customer shall indemnify the Company from and against any and all liability, loss, damage, injury, costs, expenses, claims and demands arising from any of the above otherwise than where the liability arises due to a manufacturing fault with the goods supplied by the Company.

(e) Contract prices (based on price list or quotation) are subject to extra charges by the Company not withstanding acceptance of an order if the order involves the weaving of special lengths. While the Company uses very sophisticated control systems to maintain consistency, variations from sample in colour and quality can occur in the manufacturing process and the Company will not be liable in respect of any such variations.

(f) Where the customer is retailing online, the customer shall be responsible for informing its customers of the rating of the carpets and their suitability for use in certain environments and shall include a notice to this effect of each carpet retailed online.

9. Risk

Risk in respect of goods shall pass upon delivery to the customer or to the carrier if transport is arranged by the customer.

10. (a) Neither the legal nor beneficial title in goods shall pass to the customer until all sums due from the customer to the Company in respect thereof (the debt) shall have been paid in full and until such payment the customer shall be the bailee on behalf of the Company of the goods supplied in such manner that they are clearly identifiable as the property of the Company. If the debt shall become due or overdue or the customer shall become insolvent then the Company may (without any prejudice to any of its other rights) recover or resell the goods for which purpose the customer hereby grants an irrevocable licence to the Company its servants and agents to enter on any premises of the customer and remove the goods.

(b) If any goods supplied are processed into a new product or products (the new product) by being incorporated in, used as materials for, used as a model or basis or mixed with other goods prior to payment of the debt then the property (but not the risk) in the new product shall pass to the Company at the time of such processing incorporating use duplication or admixture and title shall remain with the Company until payment of the debt and until such payment the customer shall if the Company so requires store the new product in such a manner that the new product is clearly identifiable as the property of the Company. If the debt shall become due or overdue in whole or part or the customer shall become insolvent then the Company may (without prejudice to any of its other rights) recover or resell the new product for which purpose the customer hereby grants an irrevocable licence to the Company its servants and agents to enter on any premises of the customer and remove the new product.

(c) If not withstanding sub clause **(a)** above the customer shall sell the goods or any of them the customer shall hold all proceeds of any such sale in trust for the Company in a clearly identifiable state in a separate account. At the direction of the Company the customer shall meet the debt out of the said trust fund in so far as the said trust fund is sufficient for that purpose, but without prejudice to the rights which the Company may have under the terms of this contract under Statute or common law.

(d) If not withstanding sub clause **(b)** above the customer shall sell the new product the customer shall hold all proceeds of any such sale on trust for the Company in a clearly identifiable state in a separate account. At the direction of the Company the customer shall meet the debt out of the said trust fund in so far as the said trust fund is sufficient for that purpose, but without prejudice to the rights which the Company may have under the terms of this contract under Statute or common law.

11. Installation

(a) The customer shall be solely responsible for the installations of products supplied to it by the Company and the Company shall have no liability in respect of installation to the customer or any third party.

(b) The customer shall be responsible for all aspects of supply, fitting, method of installation, sub-floor preparation, specification of product by rating and recommendation of appropriate underlay.

(c) The customer shall ensure that measurements of the products which it sells are correct and shall be responsible for identifying problems at the location at which the products are to be installed, including, by way of example and without limitation, high moisture content, skirting board issues, incorrectly laid floorboards.

(d) The customer shall indemnify the Company against all losses or liabilities incurred directly or indirectly by the Company arising from any failure by the customer to comply with its obligations under this clause 9.

(e) Installation of any product must be carried out in accordance with manufacturer's guidelines. The Company can accept no liability whatsoever arising from a failure to comply with these instructions.

12. Complaints

(a) The customer shall be responsible for investigating any complaints raised by its consumers and shall inspect products installed at its consumer's premises to ascertain the nature of the complaint where necessary. The customer shall be responsible for all costs in connection with such investigation and/or inspection.

(b) Where the customer has inspected the products and concluded that a complaint has arisen due to a manufacturing fault, the customer shall procure access for a representative of the Company to examine the products the subject of such complaint at a time to be agreed.

(c) Where the Company accepts that the complaint has arisen solely due to a manufacturing fault with the goods supplied by the Company, the Company may at its option either replace or repair the defective product.

(d) The customer shall indemnify the Company from and against all liability, loss, damage, injury, costs, expenses, claims and demands arising from any referral by the customer of any complaint where the reason for such complaint has not arisen as a result of a manufacturing fault with the goods supplied by the Company.

(e) Subject to receipt of notice under Condition 5 above, the Company may at its sole discretion either replace or make up or repair any goods accepted by the Company as being incomplete or defective or may refund the price or give credit therefore to the customer and in no event shall the liability of the Company exceed the net invoiced value of the goods under complaint.

13. Conditions and warranties

Subject as permitted by Statute all conditions and warranties whether express or implied and whether arising by statute, custom of the trade or at common law are excluded. The Company shall not be liable for loss of profit, injury, damage or any consequential or special loss or damage sustained by the customer howsoever arising.

14. Customer's special requirements

(a) The Company shall not be responsible or liable in any respect for goods produced in accordance with a customer's design or specification and the customer will indemnify the Company from and against all liability for actions, proceedings, costs, claims, demands, damage, expenses, loss or injury in respect thereof howsoever arising.

(b) Any alterations in designs, specifications, construction, quantity or otherwise undertaken by the Company at the request of the customer may be charged at the Company's current rates and be added to the invoice.

(c) Cut lengths will not be bound unless specifically requested and if so requested will be charged at the Company's current rates.

(d) Whereas the Company is prepared to colour match if requested it may not be possible to match carpets ordered at different times and the Company gives no undertaking that colours will match. It is recommended that wherever possible carpets to be fitted together be ordered as one piece. Any wastage of carpet occasioned during pattern matching will be paid for by the customer.

15. Indemnity

The customer shall indemnify the Company from and against all liability loss, damage, injury, costs, expenses, claims and demands incurred by the Company arising from any breach by the customer of these terms and conditions.

16. Termination

Without prejudice to any of its other rights the Company may without its liability terminate a contract or suspend further deliveries:

(a) If the customer shall commit any breach of this or any other contract with the Company including, without limitation, failure to make payments on the due dates;

(b) If being an individual the customer shall die or have a receiving order made against him or commit any act of bankruptcy or become insolvent;

(c) If being a company the customer shall call any meeting of its creditors or have a receiver of all or any of its assets appointed or enter into liquidation or have a Winding up Petition presented against it;

(d) If the customer compounds with or negotiates for any composition with its creditors or permits any judgement against it to remain unsatisfied for 7 days;

(e) If any distress, execution or other legal process shall be levied upon the customer;

(f) If the customer is trading products of the Company online and has failed to notify the Company, the Company may close that customer's account and cease trading with that customer;
or
(g) If the customer fails to comply with these terms and conditions.

17. Pile pressure marks

All cut pile carpets are liable to show light and dark patches resulting from temporary disturbance of the pile created by foot traffic, brushing or other similar causes. This is a normal feature and is not a defect in such carpets. No liability whatsoever can be accepted by the Company in respect of it.

18. Pile reversal (shading or watermarking)

(a) Cut pile carpets may be subject to permanent pile reversal. That is the pile in certain parts of the carpet becomes apparently bent or distorted for no apparent reason, giving the appearance of areas of light and shade. This is also described as 'shading' or 'watermarking'. At the present stages of research, no specific cause of this effect has been identified, there is no clear and consistent relation between it and the tracking caused by foot traffic and the Company can accept no liability whatsoever in respect of it howsoever it may have arisen. Retailers are advised to ensure that consumers are alerted to this possible characteristic of all cut pile, particularly velvet pile carpets.

(b) Notwithstanding paragraph **18(a)**, the Company shall, where pile reversal occurs within 2 years of installation of its products in accordance with the terms and conditions, take remedial action to amend such pile reversal, or where this is not possible, replace the product once within this two year period as a goodwill gesture. If the product is remedied or replaced in accordance with this paragraph and the pile reversal re-occurs, the Company shall have no obligation in respect of such re-occurrence.

19. Apparent loss of colour

(a) All carpet tends to become soiled in use. This may result in an apparent loss of colour or change of colour. This is more readily noticeable in light or pastel shades. Such an effect is not caused by any defect in manufacture and no liability whatsoever can be accepted by the Company in respect of it.

(b) Carpets which contain a large proportion of undyed yarn are more prone to photobleaching. Photobleaching occurs when the natural yellow pigment in the carpet pile appears much lighter after exposure to ultraviolet light. As with other natural textiles, carpet cannot be completely fast to light. Increased levels of UV exposure (daylight), normal wear and light soiling of carpet will result in a faded appearance over time. Such an effect is not caused by any defect in manufacture and no liability whatsoever can be accepted by the Company in respect of this.

20. It shall be the responsibility of the customer to notify its consumers in writing of the possibility of pile pressure marks, pile reversal and apparent loss of colour and the customer shall indemnify the Company against all losses and liabilities it may incur as a result of the customer's failure to notify its consumers.

21. These conditions are considered to be reasonable in the circumstances and the Trade. Any avoidance or restriction or limitation upon them or their effect by Statute shall be limited to the condition or the part of the condition and the issue to which it specifically relates and applies. If any condition or a part of a condition or limitation of liability is found to be invalid and would be valid if modified by the extension of time then such modification shall be imported into the Agreement.

22. This contract is to be construed in accordance with the law of Northern Ireland and the parties irrevocably agree that the courts of Northern Ireland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions.

23. All point of sale material provided by the Company remain the property of the Company unless paid for in full.

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