

Illingworth Ingham (M/cr) Limited

TERMS AND CONDITIONS

1GENERAL

- (a) The following terms and conditions will apply to all contracts for the supply of goods and services by Illingworth Ingham (Manchester) Limited.
- (b) Throughout these terms, the word "Company" shall be taken to mean Illingworth Ingham (Manchester) Limited as the seller.
- (c) No variation of these terms and conditions will apply unless agreed in writing between the Company and the Customer.
- (d) In the event that the Customer's order contains conditions which differ from those of the Company, then the order is accepted on the understanding that such conditions are waived by the Customer.

2MAKING THE CONTRACT

- (a) Any quotation given by the Company will comprise an invitation to treat and shall be open for 28 days only beginning with the date of the quotation, provided the Company has not previously withdrawn it.
- (b) Telephone or Facsimile Orders: When ordering the Customer should, please, at all times quote the timber type and a moulding reference number. A purchase order number must be quoted at the time of order, and a confirmation should be sent by post. This must be clearly marked "Confirmation" to avoid the possibility of duplication. In the event of duplication due to failure to so mark the confirmation, then the duplicate will be accepted for credit, subject to a handling charge.
- (c) An acknowledgement of order is sent in cases where it is not possible to make a delivery from stock. Any despatch date quoted is an estimate only and does not constitute a promise. We cannot accept any liability in the event of non-delivery within the time shown.

3CANCELLATION

Any cancellation, or part cancellation, of an order will only be permitted at the discretion of the Company, and on such terms as will reimburse the Company for all losses incurred; as a result the prices charged will be those appropriate to the quantities delivered.

4AVAILABILITY OF GOODS

- (a) All quotations on ex-stock items are made subject to the goods remaining unsold at the time that the order is received.
- (b) Goods will not be reserved against an enquiry unless this specifically requested, an order number quoted and the order accepted by the Company, such reservations will be limited to 48 hours.

5PRICE

- (a) The price of goods is that ruling in the price list issued by the Company ruling at the date of acceptance of order unless otherwise agreed in writing.
- (b) The minimum value of any one order is £400.00 unless agreed otherwise by the Company. The Company reserves the right to impose a surcharge on small runs and orders.
- (c) All prices quoted are exclusive of VAT. The despatch date is the invoice date and tax point.
- (d) Except where indicated, there is no charge for the Company's standard methods of packing and carriage within the UK mainland. Where requested, the Company will arrange alternative methods of carriage and this will be charged extra. The Company's sales staff will advise details of this service.
- (e) Export Business: All export business outside the U.K. is subject to separate quotation against enquiry.

6TERMS OF PAYMENT

- (a) Payment is accepted by cash, cheque or money order. Goods to be collected against payment by cheque will be released only upon clearance of the cheque.
- (b) Where Customers are granted credit terms, payment shall be received not later than the last day of the month following the month of invoice.
- (c) Time for payment shall be of the essence.
- (d) The Company reserves the right to charge interest at 2 per cent per month on all overdue accounts.
- (e) The Customer shall have no right to set-off, statutory or otherwise.

- (d) The Company shall be under no liability unless it is advised in writing of any shortages within 7 days of delivery and details of the shortages should be entered on the delivery note when signed.

8RETENTION OF TITLE

- (a) Risk in the goods shall pass on delivery to or collection by the Customer.
- (b) Notwithstanding risk in the goods having passed title in the goods shall not pass the Customer until the Company has received payment in full for the goods and there are no other amounts outstanding from the Customer to the Company in respect of other goods supplied by the Company.
- (c) The Company shall be entitled to enter upon any premises where the goods are stored for the purpose of removing such goods.

9WARRANTY/LIABILITY

- (a) The Company warrants that it has title to and the unencumbered right to sell the goods.
- (b) Random lengths of timbers are normally supplied unless specifically requested "cross cut to length".
- (c) While every effort is made to ensure the high quality of the finished product, it is the responsibility of the Customer to satisfy itself that the goods are suitable and fit for any particular purpose.
- (d) No allegedly defective or other returned goods can be accepted, for whatever reason, without prior authorisation by the Company. Authorisation may be obtained by telephone or letter addressed to the Sales Department. A return authorisation number will be issued and this must be quoted on all documentation accompanying the goods, and in any subsequent correspondence. Acceptance by the Company of returned goods does not necessarily entitle the buyer to credit, and the Company reserves the right to deduct a return charge if any credit allowance is made. No returns or complaints will be accepted unless notified to the Company within 21 days of invoice date or where such goods have been subject to misuse, abnormal use or neglect.
- (e) The Company shall not be liable for any consequential or indirect loss suffered by the Customer whether this loss arises from breach of duty in contract or tort or in any other way (including loss arising from the Company's negligence).
- (f) The Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the contract price of the goods which are the subject of the claim.

10NEW ACCOUNTS

Customers wishing to establish credit trading terms should complete an application form, which will be supplied on request. The Company reserves the right to reject such an application without explanation.

11COPYRIGHT

The Company's catalogue is the copyright of the Company, and its reproduction in whole or in part by any means is prohibited without written consent

12FORCE MAJEURE

- (a) The Company shall not be liable for losses or any failure to deliver the goods arising from circumstances beyond its control.
- (b) If circumstances preventing delivery are still continuing three months after the due delivery date, then either party may give written notice to the other cancelling the contract, without any further liability accruing to either party.

13NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address

Illingworth Ingham (M/cr) Limited

FLOORING ORDERS TERMS AND CONDITIONS

7DELIVERY/SHORTAGES

(a) Delivery shall be deemed to occur:-

(i) prior to loading at the Company's premises where goods are being collected by the Customer or its agents.

(ii) prior to unloading at the Customer's specified premises where goods are being delivered by the Company or its agents.

(b) Deviations in quantity of the goods delivered (representing not more than 10 per cent by value) from that stated in these terms and conditions shall not give the Customer any right to reject the goods or to claim damages and the Customer shall be obliged to accept and pay at the contract rate for the quantity of the goods delivered.

(c) The Company shall be under no liability unless it is advised in writing of any damage sustained by goods in transit, and a claim is made in writing against the carrier within 2 working days of receipt. Packaging and contents should be retained for inspection by the Company.

specified overleaf or such other address as the party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

14WAIVER

The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

15PROPER LAW AND JURISDICTION

The contract shall be governed by and constructed in accordance with English law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.

I confirm that I have read and agree to Illingworth Ingham (M/cr) Ltd Terms and Conditions of Sale

Signature.....

Print Name.....

For and on behalf of.....

1 Delivery

1.1 All delivery times quoted are estimates only.

1.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:

2.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and

2.2.2 if you cancel the contract, you can have no further claim against us under that contract.

1.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).

1.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.

2 Delivery and safety

2.1 You must provide appropriate equipment and manual labour for unloading the goods at the delivery point.

2.2 We may decline to deliver if:

we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or the premises (or the access to them) are unsuitable for our vehicle.

3 Warranties

3.1 We warrant that the goods:

7.1.1 comply with their description on our order confirmation form; and

7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.3).

3.2 We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.

3.3 If you believe that we have delivered goods which are defective in materials or workmanship, you must:

7.3.1 inform us (in writing), with full details, as soon as possible; and

.2 allow us to investigate (we will need access to your premises and product samples).

3.4 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods or refund the price.

3.5 We do not fit or lay flooring and therefore any claim arising from badly laid or incorrectly fitted flooring will be the responsibility of the floor fitter engaged by you.

3.6 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent.

3.7 Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £[].

3.8 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

3.9 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

- 4 Specification**
- 4.1 The goods supplied are unique in grain, texture and colour and therefore any samples provided may not accurately represent a finished installation.
- 4.2 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.
- 4.3 We also reserve the right to make without notice any minor modifications in our specifications we think necessary.
- 4.4 The goods supplied are subject to a length and width tolerance of plus or minus 5mm.
- 5 Return of goods**
- 5.1 Goods supplied as ordered cannot be returned to Illingworth Ingham (M/cr) Ltd except with prior agreement.
- 9.2 5.2 An uplift charge of £100 per pallet will be charged for such returns and a restocking charge of 15% shall be levied.
All returned goods MUST be suitably wrapped, strapped and protected for transportation prior to requesting when returned. Goods not thus will not be credited.
- 9 5.3 If goods are not ready for collection when arranged for return when the haulier arrives, a surcharge of £30 will be levied.
- 5.4 5.4 In event of the goods being damaged on route to Illingworth Ingham (M/cr) Ltd during the returns arrangement, the customer will be required to provide documentation signed by the collection driver, confirming that they were collected in good order.
- 9 5.5 Special order items ordered on behalf of customers are not returnable under any circumstances if delivered as per order.
- 6 General**
- 6.1 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.