

1. Definitions

In this document the following words shall have the following meanings:

1.1 “Buyer” means the person who buys Goods from the Seller;

1.2 “Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;

1.3 “Delivery/Fitting date” means the date specified by the Seller when the Goods are to be delivered or fitted;

1.4 “Goods” means the articles to be supplied to the Buyer by the Seller;

1.5 “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.6 “Price” means the price set out in the list of prices of the Goods maintained by the Seller as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges, interest or fees on such as may be quoted by the Seller or as may apply in accordance with these conditions;

1.7 “Seller” means Happy Customers Group Limited, T/A Pay As You Go Carpets.

2. General

2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, order confirmation conditional sale agreement or similar document.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

2.3 Acceptance of delivery/fitting of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.

2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed in writing by the Seller.

2.5 Any advice, recommendation or representation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or otherwise which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer’s own risk, and, accordingly, the

Seller shall not be liable for any such advice, recommendation or representation which is not so confirmed.

2.6 Nothing in these Conditions shall affect the statutory rights of any Buyer dealing as a consumer.

3. Price and Payment

3.1 Payment of the Price is strictly by payment in full (cash) or by way of credit through the acceptance by the Seller of the establishment of a conditional sale agreement with the Buyer in which event payment of the price is due as described in the details contained within the conditional sale agreement.

3.2 The Seller reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.

3.3 If payment of the Price or any part thereof is not made by the due date, the Seller shall be entitled to:

3.4.1 require payment in advance of delivery/fitting in relation to any Goods not previously delivered;

3.4.2 refuse to make delivery/fitting of any undelivered/fitted Goods whether ordered under the contract or not and without incurring any liability whatsoever to the Buyer for non-delivery/fitting or any delay in delivery/fitting;

3.4.3 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract) as the Seller may think fit;

3.4.4 terminate the contract.

4. Description

4.1 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

5. Sample

5.1 Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole

purpose of enabling the Buyer to judge for itself the quality and suitability of the product, and not so far as to constitute a sale by sample.

6. Delivery

6.1 Unless otherwise agreed in writing, delivery/fitting of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery/fitting of the Goods whenever they are tendered for delivery/fitting.

6.2 The date of delivery/fitting specified by the Seller is an estimate only. Time for delivery/fitting shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates, compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery/fitting date stated.

6.3 If the Seller is unable to deliver/fit the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such time as delivery may be affected.

6.4 If the Buyer fails to accept delivery/fitting of Goods on the delivery date or fail to notify us that they are unable to accept delivery/fitting of Goods on the delivery date within 24 hours of the delivery/fitting date, the Seller reserves the right to apply a fee to the Buyer and charge them therefore. (See Fees Table)

7. Acceptance

7.1 The Buyer is required to check Goods upon delivery/fitting and shall be deemed to have accepted the Goods 14 days after delivery/fitting to the Buyer. Accordingly, no claim for defects, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Seller within 14 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

8. Risk and Title

8.1 Risk of damage or loss of the Goods shall pass to the Buyer at the time when the Goods are delivered/fitted at the Buyer's premises.

8.2 Notwithstanding delivery/fitting and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and of all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.

8.5 Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods. (Subject to law)

8.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9. Insolvency of Buyer

9.1 If the Buyer fails to make payment for the Goods in accordance with the contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's property or the Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if the Buyer shall suffer any analogous proceedings under foreign law or if any such matter as provided for in this clause is reasonably apprehended by the Seller all sums outstanding in respect of the Goods shall become payable immediately.

9.2 The Seller may in the circumstances set out in clause 9.1 above also in its absolute discretion, and without prejudice to any other rights which it may have, exercise any of its rights pursuant to clause 8 above.

10. Warranty

10.1 Where the Goods are found to be defective, the Seller shall replace defective Goods free of charge within the manufacturer's warranty period if acceptable from the date of delivery, subject to the following conditions:

10.1.1. the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

10.1.2. the defect being due to faulty design, materials or workmanship;

10.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.

10.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer and the Buyer shall have no other remedy against the Seller.

10.4 The Seller shall be entitled in its absolute discretion to refund the Price of the defective Goods in the event that the Price has already been paid minus any non refundable deposits as agreed in contract of sale/conditional sale agreement.

10.5 The remedies contained in this Clause are without prejudice and subject to the other Conditions herein, including, but without limitation, to conditions 11 and 12 below.

11. Liability

11.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:-

11.1.1. the correspondence of the Goods with any description or sample;

11.1.2. the quality of the Goods; or

11.1.3. the fitness of the Goods for any purpose whatsoever.

11.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:

11.2.1. the correspondence of the Goods with any description;

11.2.2. the quality of the Goods; or

11.2.3. the fitness of the Goods for any purpose whatsoever.

11.3 Except where the Buyer deals as a consumer all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are hereby excluded from the contract to the fullest extent permitted by law.

11.4 For the avoidance of doubt the Seller will not accept any claim for consequential or financial loss of any kind however caused.

12. Limitation of Liability

12.1 Where any court or arbitrator determines that any part of Clause 11 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the Price.

12.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

13. Force Majeure

13.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may without liability on its part, terminate the contract or any part of it.

14. Relationship of Parties

14.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.

15. Waiver

15.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this Agreement.

16. Severability

16.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full

force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. No set off

17.1 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatsoever.

17.2 These Conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties.

18. Entire Agreement

18.1 These Conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties.

19. Governing Law and Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.