#### INTRODUCTION

The following conditions apply to the sale of materials or equipment by Complete Flooring Services Ltd. Hereafter called 'the company'. No alterations or additions to or exclusion of any part of these conditions shall be valid in law unless specifically agreed in writing by a director of the company. Nothing in the Buyer's Terms of purchase shall override, cancel or modify any of the Company's Standard Conditions of Trade.

Our acceptance of your order by delivery of the goods constitutes a legally binding contract between the buyer and the company on these terms and conditions.

### **Meanings**

"Buyer" herein shall include the buyer, owner or any other person who is in charge of goods supplied by the company. 'Goods', shall include materials, and any other item supplied or loaned by the Company.

# **Prices and Terms of Payment**

Charges for goods and services supplied by the Company shall be paid in full on delivery or on completion of fitting. The price payable for goods ordered is set out on your invoice. Upon agreement of contract between the buyer and the company these prices are non negotiable.

# **Legal Ownership**

The property in and title to goods supplied by the company shall remain within the company until:

- The buyer shall have paid the price plus VAT in full and
- No other sums whatever shall be due from the buyer to the seller

In the event of non-payment of sums due to the company from the buyer, the company shall be entitled to enter the buyer's Premises and to physically re-posses and remove there from similar goods supplied by the company for which payment has not been received. It will be assumed that where the buyer purchases similar goods from the company on a regular basis that a stock rotation system had operated and goods still held relate to invoices still outstanding for which full payment plus VAT hasn't been made.

### **SPECIFICATION OF GOODS**

#### **Defects**

It is the responsibility of the buyer to examine goods supplied by the company and to identify defects in materials and/or workmanship which might cause damage or injury. Illustrations, descriptions, weights and measurements shall be taken by the buyer as a guide only and are not binding in detail. The company reserves the right without notice and without affecting the validity of the contract to make such changes in materials, dimensions and design as are reasonable and desirable. No claims for damages / discrepancies can be made after installation as installation of our materials constitutes acceptance of the product in its current state.

While the company endeavours to hold sufficient stock to meet all orders, if insufficient stock is held or the stock item has been discontinued, the company may, at its discretion, supply or deliver a substituted product or refund the buyer for such goods as soon as possible.

### **Advice, Information and Opinion**

Before you place an order it is important that you check the manufacturer's suitability of their intended purpose. If you are unsure about the suitability of the goods then please ask us.

Complete Flooring Services Ltd cannot guarantee the colour/pattern matching from a computer monitor. Therefore, it is recommended you view the product in person, or via samples which are available through our site or directly from the manufacturers.

# **Limit of Liability**

The company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of goods or work verification of the buyer's complaint. The company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing or repairing goods, whether the loss arises from the actions or from the omissions of the company, its employees, agents or subcontractors.

#### **Termination**

The company reserves the right to suspend further supply or delivery, stop any goods in transit or terminate contract by notice in writing to the buyer should the buyer breach any obligation hereunder or become unable to pay any owed amount due. Upon termination, your indebtedness to the company becomes immediately due and payable and the company shall be under no further obligation to supply goods to the buyer.

## **Privacy and Security**

Your privacy is of the highest importance to us, and we promise never to release your personal details to any outside company for mailing or marketing purposes.

We realise how important it is to securely store any information that you provide. Therefore, we maintain the highest levels of security, both by internet and telephone transactions. You can therefore rest assured that we take the privacy and security of your payment and personal details very seriously.

If you have a query regarding privacy, please contact us.

All information gathered including any information given at the time of ordering is collected lawfully and in accordance with the Data Protection Act 1998.

#### Disclaimer

The information contained in this website is for general information purposes only. The information is provided by Complete Flooring Services Ltd and whilst we endeavour to keep the information upto-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, pricing, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Complete Flooring Services Ltd. We have no control over the nature, content, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Complete Flooring Services Limited takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

If you have any questions regarding our terms and conditions please contact us on 01604 495 474.