

General Terms and Conditions of Business

1 Measures and Estimates

The Potton Flooring Company Ltd (hereafter referred to as The Company) will undertake measures and provide estimates as per their clients' instructions. All estimates are based on pricing structures in place at the time the estimate is issued. Should prices quoted vary between the date of issue of the estimate and an official order being placed, The Company reserve the right to adjust the prices accordingly. All information contained in 'The Measure' remains the intellectual property of The Company. The Company will use this information to formulate an estimate for the client and then retain the detail for their records. The Company, at their discretion, may release certain detail on request to the Client for a suitable fee which will cover the cost of The Company's time and labour.

2 Payment and Title of Goods

On acceptance of any estimate issued or sale of products and services, The Company requires a deposit of 50% of the Invoice/Order value to proceed with the Order. The Invoice/Order balance for goods and services must be paid on completion of any fitting or installation. The Company will retain ownership of the goods until the balance of the Invoice/Order has been paid in full. Cancellation of an Order must be given prior to the supplier 'cutting' or 'preparing' the goods for delivery. If an Order is cancelled after this, then a proportionate amount of the deposit will be retained by The Company to cover 'reasonable costs'.

3 Fitting and Installation

The Company offers a full Fitting and Installation service, this includes floor preparation such as latexing, screeding and fitting of plywood. This does not include uplift and disposal of existing floorings and removal of furniture. Uplift and disposal and furniture removal if requested by the client will normally be quoted as a separate item on any estimates issued. The Company reserves the right to charge a reasonable sum for these services should they be requested or necessary on the day of fitting and/or installation.

4 Appointments and Timings

All appointments and timings for measures, estimates, fittings and installations are given in good faith. The Company reserves the right to vary these should the need arise. The client will be informed of any changes in advance where possible but due to the nature of the business, the Company shall not be held responsible should advance warning not be possible.

5 General Information about our Products

a. Colour and Design

The Company will endeavour to match colours and designs where two or more items of the same product are required on the same Invoice/Order. Should the

client require the installation to be spread over a period of time, the client must pay the full Invoice/Order value so as to facilitate the purchase of all items at the same time. If the client wishes to spread the cost and the installation over a period of time, a deposit will be required for each stage. In these circumstances The Company will endeavour to match colours and designs but cannot guarantee that there will not be any 'discrepancy' between the initial and subsequent items

b. Pile Reversal, Shading and Shedding

Pile reversal and shading (pooling) are characterised in certain types of carpet and are highlighted further by lighting conditions. These effects are accepted as being 'normal' and are therefore not regarded as faults by the carpet manufacturers.

Shedding occurs normally with wool or wool mix carpets and is more prevalent in new carpet fittings.

The above phenomena are apparent to a lesser or greater degree with most new carpet installations and therefore The Company cannot prevent their occurrence and therefore will not accept responsibility for any complaints arising thereof.

6 These Terms

These terms will be governed by and interpreted in accordance with the laws of the United Kingdom.