



MOQUETAS ROLS S.A.

TERMS & CONDITIONS

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Moquetas Rols conditions of business

1. Definitions

In these conditions the following terms shall have the following meanings. "Contract" means any party in the sale of goods by Moquetas Rols to the customer. "Customer" means the person or persons or other party names on the order form overleaf. "Goods" means any goods forming the subject of this contract including any part or components thereof or materials incorporated in them or as otherwise detailed in the order form overleaf. "Moquetas Rols" means Moquetas Rols S.A. "Price" means the price as detailed on the order form overleaf, subject to paragraph 4.

2. Estimates

Estimates can only be given by Moquetas Rols to such customer or customers as Moquetas Rols shall have previously agreed in writing shall be entitled to a quotation and such estimates shall be open for acceptance within 30 days of the date of the estimates. Unless agreed as aforesaid then the price for the goods will be the Price.

3. Existence of contract

3.1 Notwithstanding that any customer may have received a pricelist, nothing in the pricelist shall be deemed to constitute an offer and Moquetas Rols reserves the right to refuse or accept any order.

3.2 No contract shall come into existence until the customer's order is accepted by Moquetas Rols in the form hereof. It is agreed that any order form which is completed and signed on behalf of the customer shall bind the customer and that any parties signing on behalf of the customer have the express authority of the customer to bind the customer to this contract.

3.3 In the event that an order is placed verbally, such order must be confirmed in writing in the form hereof and received by Moquetas

Rols within 48 hours of the verbal order being made. If this procedure is not observed, then Moquetas Rols will not be bound to honour the terms of the order but will be entitled to be reimbursed forthwith by the customer for any costs, claims, demands, expenses or other financial loss which it may have been put to in undertaking preparatory steps pursuant to the said verbal order, it being agreed that if Moquetas Rols have taken any such steps pursuant to receipt of the verbal order, Moquetas Rols will be entitled to be reimbursed as aforementioned for any work undertaken in pursuant to said verbal offer.

3.4 These conditions shall be incorporated in the contract to the exclusion of any other terms and conditions stipulated or referred to by the customer.

3.5 No variation or amendment of this contract or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties hereto.

4. Prices

4.1 The price for the Goods as set out on the order form overleaf excludes insurance, VAT and any other taxes or duties. The price invoiced is calculated in respect of the quantity of the Goods delivered, irrespective of the quantity in respect of which any quotation was issued.

4.2 Moquetas Rols shall have the right in respect of any uncompleted portion of the contract to adjust its prices to reflect any increase in the price of materials, parts, labour, transport, changes in work or delivery schedule or quantities or any other costs of any kind arising for any reason after the date of the contract.

4.3 Price changes shall take effect on the date of service on the customer of written notice of the change.

4.4 For the purposes of definition, roll price will apply to stock lengths that are despatched uncut and in the full

piece. All pieces that are cut from roll stock will be charged at cut length price. A cutting charge will apply where a Customer requests that a full roll is supplied in specific cut lengths sizes. This cutting charge will apply to any other form of goods ordered and which require cutting.

4.5 Small orders delivered within the UK mainland whose total invoice value is less than £1000.00 (exclusive of VAT) are subject to a minimum order surcharge of £75.00 + VAT. In addition if the customer requires a delivery to an address other than a UK mainland trade address then additional charges including those for express or time specific carriage and delivery charges will be levied.

5. Payment

5.1 All invoices are payable without discount of any kind unless expressly stipulated on the invoice, within 30 days of the date of the invoice and in no circumstances shall the customer be entitled to make any reduction or withhold payment without the prior written agreement of Moquetas Rols.

5.2 Moquetas Rols may grant credit account facilities to any customer at its absolute discretion, subject to satisfactory references, such credit terms to be offered on such basis and in such facilities as Moquetas Rols shall stipulate. This is entirely without prejudice to the rights of Moquetas Rols concerning reservation of title as set out below.

5.3 Without prejudice to clause 5.1, in the event that the customer raises any dispute in connection with the terms of this contract or the Goods, the customer will not be entitled to claim any set off, counterclaim or otherwise be entitled to withhold payment in full or the price set out in the invoices delivered to it in connection with the goods agreed to be supplied.

5.4 Without prejudice to any other rights of Moquetas Rols, if the customer fails to pay the invoice price by the due date then Moquetas Rols

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shall be entitled to interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgement) on a daily basis at a rate of 5% per annum over the base rate from time to time quoted by the ECB and the customer will in addition reimburse forthwith to Moquetas Rols all costs and expenses (including legal costs on an indemnity basis) and all VAT incurred in the collection of any overdue amount.

6. Postponement

Any request by the customer for the postponement of the supply of the Goods ordered shall be made in writing. The customer will pay to Moquetas Rols all costs of storage and any increase in the market value of the Goods between the due date of despatch and the date on which despatch is finally made. Such additional costs shall be paid on the same date as the date for payment of the invoice or invoices in connection with such Goods. In the event that the payment of the invoice or invoice in question has been made then such additional costs shall be paid immediately by the customer to Moquetas Rols

7. Title

7.1 For the purpose of section 12 of the Sale of Goods Act 1979 and for the purposes of the relevant provisions of the Sale and Supply of Goods Act 1994, Moquetas Rols shall transfer only such title of rights in respect of the Goods as Moquetas Rols have and if the Goods are purchased from a third party Moquetas Rols shall transfer only such title or rights as that party had and has transferred to Moquetas Rols.

7.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with Moquetas Rols and shall not pass to the customer until the amount due under the invoice for them (including VAT, interest and costs and any additional charges as

set out herein) has been paid in full, and until such payment in cleared funds in full all Goods remain the property of Moquetas Rols.

7.3 Until title passes the customer shall hold the Goods as bailee for Moquetas Rols and shall separately store or label them so that they can at all times be identified as the property of Moquetas Rols.

7.4 Moquetas Rols may at any time before title passes and without any liability to the customer:

7.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the customers right to use, sell or otherwise deal in them; and

7.4.2 for that purpose, or for determining which if any, of the Goods are held by the customer, and for the purposes of inspecting them, Moquetas Rols may enter any premises of, or occupied by, the customer.

7.5 Until title passes the entire proceeds of sale of the Goods shall be held in trust for Moquetas Rols and shall be held in a separate designated account and not mingle with other monies or paid into any overdrawn bank account and shall be at all times identifiable as Moquetas Rols money. Any details as may be required by Moquetas Rols concerning this designated account shall be provided in writing, by the customer, immediately upon request being made to the customer.

7.6 It is expressly agreed between the parties that none of the aforementioned provisions shall in anyway be treated or construed as there being any passing of title of the Goods from Moquetas Rols to the customer until all such monies due under the terms of this contract have been paid and that in the event the customer becomes insolvent and in the event of being an individual, or is adjudged bankrupt, or in the event of being a limited liability company or other incorporated institution, either

being subject to winding up proceedings, receivership, administrative receivership or any other form of solvency administration, the Goods shall be recognised as remaining the property of Moquetas Rols

8. Risk delivery and performance

8.1 The Goods are delivered to the customer when Moquetas Rols makes them available to the customer or any agent of the customer or any carrier who shall be the customer's agent, whoever pays its charges, at the customer's premises or other delivery point agreed to by Moquetas Rols SAVE THAT goods will not be consigned to private houses, or unoccupied contract locations or construction sites:

8.2 Risk in the Goods passes when they are delivered in accordance with clause 8.1.

8.3 Moquetas Rols may at its discretion deliver the Goods by instalments in any sequence.

8.4 Where the Goods are delivered by instalments, no default or failure by Moquetas Rols in respect of any one or more instalments shall vitiate the contract in respect of the Goods previously delivered or undelivered.

8.5 Moquetas Rols may deliver to the customer and the customer shall accept in satisfaction of the contract a lesser number than the number of items ordered from Moquetas Rols.

8.6 Any date quoted by Moquetas Rols for delivery of the Goods is approximate only and shall not form part of the contract and the customer acknowledges that in the performance expected of Moquetas Rols, no regard has been paid to any quoted deliver date.

8.7 If the customer fails:

8.7.1 to take delivery of the Goods or any part of them on the due dates; and

8.7.2 to provide any instructions or documents required to enable the Goods to be delivered on the due

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date, Moquetas Rols may, on giving written notice to the customer, store or arrange for the storage of the said goods, and on the service of the notice:

- a) risk in the Goods shall pass to the customer;
- b) delivery of the Goods shall be deemed to have taken place; and
- c) the customer shall pay to Moquetas Rols all costs and expenses including storage, any redelivery and insurance charges arising from its failure.

8.8 Whilst great care is taken by Moquetas Rols to ensure goods are in a perfect condition when despatched, on arrival at their premises, the customer or their appointed subcontractor (whose details will have been provided to Moquetas Rols in advance in writing) should inspect Goods to ensure the material received is the correct colour, design and quantity as ordered and is free from visible defects. These checks must occur before the Goods and in particular carpet, are cut. To complete these checks correctly, the carpet must be fully unrolled on a dry, clean and level surface in good light conditions. Moquetas Rols will not consider claims for visual defects, quantity inaccuracies, colour matching, textural or pattern variance once the carpet is cut.

8.9 If the Goods are damaged in transit, the carrier's note must be endorsed accordingly and Moquetas Rols notified within 72 hours of receipt of the Goods by the customer. Moquetas Rols must also be notified in writing if Goods are not received within 14 days of date of invoice. Failure to notify Moquetas Rols in either case will result in the customer not being entitled to make any claim in connection therewith of any nature.

8.10 In the event that the customer requires delivery of all or part of the Goods to premises other than its own premises (subject to clause 8.1) then

the customer will in writing, in advance of delivery, notify Moquetas Rols as to where the said Goods shall be delivered and shall identify the person or persons authorised to sign all receipts and delivery notes in connection therewith. Moquetas Rols shall have no liability in connection with any losses, injury, damage or expenses arising from the goods being delivered other than to the customer's premises.

8.11 Moquetas Rols shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance at all nor shall any such delay or failure entitle the customer to refuse to accept any delivery or performance of or repudiate the contract. This is without prejudice to clause 8.1 above.

9. Sizes and designs

9.1 All carpets and other goods sold and supplied by Moquetas Rols are subject to a tolerance in both the length and width of plus or minus 1.25% as specified in British Standard 3655 clause 3.

9.2 Moquetas Rols reserves the right to supply up to 5% more than the exact quantity of other goods ordered on special customs production and to charge the excess to the customer. Full details will be supplied by Moquetas Rols to the customer upon request.

9.3 Where any design is produced and supplied to the customer's exact specification, the customer will at all times keep Moquetas Rols and its suppliers effectually indemnified against all actions and proceedings issued by a third party in connection therewith.

10. Flattening, pile pressure and shading

Moquetas Rols advises that through use and in time all carpets supplied will flatten to a certain degree during use. This is most noticeable in areas of concentrated wear and on carpets of variable pile height, where the

higher pile may flatten to a greater degree than the lower pile height. All pile carpets, especially plain or low coverage patterns (where there is a predomination of one or more colours) are liable to an effect variously referred to as "pile pressure", "shading" or watermarking. That means there may be the appearance of light and dark patches arising from the unequal crushing of the pile surface. No care on the part of the manufacturers can obviate these tendencies, which are inherent in all pile, fabrics, including carpets. Moquetas Rols cannot accept responsibility or liability for complaints in relation to these effects, which will not be considered as manufacturing defects. The customer expressly acknowledges and confirms that no claims arising there out of will be made by the customer or any third party with whom the customer may deal, against Moquetas Rols in relation to these effects.

11. Substitution

In order to give the customer the advantage of any technical developments and continuity of supply, Moquetas Rols reserves the right to substitute the Goods ordered with higher quality (but otherwise equivalent) goods without notice.

12. Installation

12.1 Carpet installation requires a degree of expertise and attention to detail. Any carpet or any goods supplied by Moquetas Rols should be installed in accordance with BS5325, Code of Practice for the Installation of Textile Floor Coverings. The customer acknowledges receipt of this advice.

12.2 No claims arising from improper installation can be considered by Moquetas Rols and Moquetas Rols shall have no responsibility or liability in connection therewith. Moquetas Rols liability for defective carpet will be limited to replacement or refund and no claims will be considered for labour or other fitting charges

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connected with installation or removal of the same. Claims for manufacturing faults will not be considered by Moquetas Rols after the carpet or other goods have been cut and/or fitted and in the case of a complaint, Moquetas Rols reserves the right to replace or repair at its discretion. It is agreed between the parties hereto that if a manufacturing fault in all/or any of the Goods supplied is proven that carpet or goods will be assessed to have depreciated by 25% per annum and this figure will be taken into account in the case of either replacement or return by Moquetas Rols.

13. Claims notification

13.1 Any of the Goods which have been delivered damaged are not of the correct quantity or do not comply with their description shall be notified by the customer to Moquetas Rols within 7 days of their delivery.

13.2 Any alleged defect shall be notified by the customer to Moquetas Rols within 7 days of delivery of the Goods or in the case of any defect which is not reasonably apparent within 7 days of the defect coming to the parties attention and in any event in the following periods:-

13.2.1 for goods manufactured by Moquetas Rols 45 days from date of delivery;

13.2.2 for any second hand manufactured, reconditioned goods or goods offered at special or sale prices or end of line remnants sold by Moquetas Rols no period is applicable unless otherwise specified in the contract; and

13.2.3 for goods not of Moquetas Rols manufacture the warranty period given by the manufacturer.

13.3 Any claims under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective goods or carpets as appropriate.

13.4 Moquetas Rols shall be afforded reasonable opportunity and facilities

to investigate any claims made under this condition and the customer shall, if so requested in writing by Moquetas Rols, promptly return any Goods which are the subject of any claim, and any packing materials, securely packed and carriage paid to Moquetas Rols for examination.

13.5 Moquetas Rols shall have no liability in regard to any claim where the customer has not completed fully with the claims procedure in these conditions.

13.6 Moquetas Rols will not accept returns without prior written agreement. All returns remain at the risk of the customer until they have been received at Moquetas Rols premises. All returns must be rolled around a central tube wrapped in appropriate packaging and labelled correctly. In the event of any agreed return(s) the carriers note must be endorsed with confirmation that the returned goods have been returned in the same condition as despatched by Moquetas Rols. Returns, if agreed, may be subject to a restocking charge at the discretion of Moquetas Rols.

14. Scope of contract

Under no circumstances shall Moquetas Rols have any liability of whatever kind for:

14.1 Any defects resulting from wear and tear, accident, improper use by the customer, or use by the customer except in accordance with instructions or the advice of Moquetas Rols or the manufacturer of any of the Goods or neglect from any instructions or materials provided by the customer;

14.2 Any of the Goods which have been adjusted, modified or repaired except by Moquetas Rols or in accordance with manufacturer's recommendations;

14.3 The suitability of any of the Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions where known or communicated to Moquetas Rols;

14.4 Any substitution by Moquetas Rols of any materials or components not forming part of any specification (if any) of the Goods agreed in writing by Moquetas Rols;

14.5 Any descriptions, illustrations, specifications, figures as to the performance or quality, drawings and particulars of any weights and dimensions submitted by Moquetas Rols contained in Moquetas Rols catalogues, pricelists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the contract or be treated as representations;

14.6 Any technical information, recommendations, statements or advice furnished by Moquetas Rols, its servants or agents not given in writing in response to a specific written request from the customer before the contract is made;

14.7 Any variations in the quantities or dimensions of any of the Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristic of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.

14.8 Any pull or snag loops in any of the Goods (in particular carpets);

14.9 Any complaints arising from treatment applied to the Goods (in particular carpets) by the customer after delivery or;

14.10 The installation of the Goods or carpeting which will not be undertaken by Moquetas Rols in any event, save as set out in clause 12 above.

15. Extent of liability

15.1 Moquetas Rols shall have no liability to the customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract for any negligence, breach of statutory or other duty on the part of Moquetas Rols or in any other way

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out of or in connection with the performance or purported performance of or failure to perform the Contract except:-

15.1.1 for death or personal injury resulting from Moquetas Rols negligence; and

15.1.2 As expressly stated in these conditions.

15.2 If the customer establishes that any of the Goods have not been delivered, have been delivered damaged or do not comply with their description Moquetas Rols shall, at its option, replace with similar goods any of the Goods which are missing, lost or damaged and will allow the customer credit for the invoice value or repair any damage to such goods.

15.3 If the customer establishes that any of the Goods are defective Moquetas Rols shall, at its option and without prejudice to the preceding clauses, replace with similar goods or repair any defective Goods, allow the customer credit for their invoice value or to the extent that the said goods are not part of Moquetas Rols manufacture, assign to the customer (so far as Moquetas Rols is able to do so) any warranties given by the manufacturer of the said goods to Moquetas Rols.

15.4 Delivery of any repaired or replacement goods shall be at the customer's premises or other delivery point specified for the original and in accordance with the conditions herein before mentioned.

15.5 Where Moquetas Rols is liable in accordance with this condition in respect of only some or part of the Goods the contract shall remain in full force and effect in respect of the other or other parts of the said goods and no set-off or other claims shall be made by the customer against or in respect of such other or other parts of the said goods.

15.6 No claim against Moquetas Rols shall be entertained for any defect arising from any design or specification provided or made by the

customer or if any adjustments, alterations or other work has been done to the said goods by any person except Moquetas Rols.

15.7 Moquetas Rols shall not be liable where any of the Goods, the price of which does not include carriage, are lost or damaged in transit and all claims by the customer shall be made against the carrier. Replacements for such loss or damaged goods will, if available, be supplied by Moquetas Rols at the prices ruling at the date of despatch.

15.8 In no circumstances shall the liability of Moquetas Rols to the customer under this condition exceed the invoice value of the goods ordered overleaf.

16. Special treatments/and cleaning

16.1 Moquetas Rols cannot be held responsible for complaints arising from any treatment applied to any of the Goods sold by a third party after manufacture and this clause is in addition to those clauses limiting liability as set out in this contract;

16.2 Moquetas Rols strongly recommends professional cleaning of the carpets and other Goods. Special care should be taken when cleaning carpets manufactured with pile containing Viscose fibres as such carpets are not suitable for overall wet cleaning or spot treatment using liquid cleaning solutions.

16.3 Moquetas Rols would advise the customer that carpets supplied in pale, light or delicate shades, whether plain, patterned or textured in appearance, are liable to become soiled in use and so may lose colour.

17. Carpet specific matters

17.1 VISIBLE BANDS – Rolls of carpet when stored in warehouse racks are subjected to considerable sustained pressures. As a result, crush lines are often visible when carpets are first unrolled and may appear more noticeable in plain carpets. This is quite normal and unavoidable. Over time and in use, these lines will disappear.

17.2 COLOUR MATCHING AND FASTNESS TO LIGHT – For technical reasons, it is not possible to achieve a colour match between different production batches. It should also be noted that sample material may not be from the same batch as current production and therefore an exact colour match cannot be guaranteed by Moquetas Rols. It is understood that no dye is permanently fast to light and pale shades will have a lower fastness than dark shades.

17.3 NATURAL FIBRES – Moquetas Rols carpets are manufactured using a variety of natural fibres. Both Customers and end users must be advised that variances in the surface appearance of a carpet may be visible. These are inherent in all natural fibre carpets and such characteristics would not be considered as manufacturing defects by Moquetas Rols.

18. General

18.1 Moquetas Rols shall have lien on all or any of the customer's property in Moquetas Rols possession for all amounts due at any time from the customer and may use, sell, dispose of that property as agent for and at the expense of the customer and apply the proceeds in and towards the payment of such amounts on 14 days notice in writing to the customer. On accounting to the customer for any balance remaining after payment of any amounts due to Moquetas Rols and the costs of same on disposal, Moquetas Rols shall be discharged of any liability in respect of the customer's property.

18.2 Moquetas Rols may at its discretion suspend or terminate the supply of any Goods if the customer fails to make any payment when and as due or otherwise defaults on any of its obligations under this contract or any other contract with Moquetas Rols or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up (or if an

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individual is made bankrupt or made subject to any insolvency proceedings) or Moquetas Rols bona fide believe that any of those events may occur, and in the case of termination, may forfeit any deposit paid.

18.3 Subject to the clauses above, if the Goods are manufactured in accordance with any design or specification provided or made by the customer the customer shall compensate Moquetas Rols in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

18.4 Except for any which is expressly agreed to be included in the Goods all tools, packing, materials, drawings, specifications and other data provided by Moquetas Rols shall remain its property and all technical information, patentable or unpatentable, copyright and registered designs arising from the execution of any orders shall become the property of Moquetas Rols.

19. Confidentiality

The customer shall not at any time whether before or after the termination of this Contract or after its completion divulge or use any unpublished technical information deriving from Moquetas Rols or any other confidential information in relation to Moquetas Rols affairs or business or method of carrying on business. The customer also agrees that any price lists that are issued to it shall remain confidential.

20. Cancellation

Cancellation will not be agreed by Moquetas Rols for the Goods already cut or in transit. In the case of custom orders, cancellation will not be accepted if materials have been put into work. In all other cases cancellation will only be accepted within 1 working day (excluding weekends, bank and public holidays)

of the date of the order overleaf. If any such notice of cancellation (which must be in writing) is received after the Goods have been allocated to the Contract then a packing and handling charge will be payable by the customer.

21. Force majeure

Moquetas Rols shall not be liable for any failure in the performance of any of their obligations under this contract caused by factors outside their control.

22. Law and jurisdiction

This contract shall be governed by Spanish Law and the customer consents to the exclusive jurisdiction of the Spanish Courts in all matters regarding it except to the extent that Moquetas Rols invokes country.

23. Service of notices

23.1 Any notice given under this contract shall be in writing and may be served:-

23.1.1 Personally;

23.1.2 By registered or recorded delivery mail;

23.1.3 By telex or facsimile transmission (the latter confirmed by telex or post);

23.1.4 By email; or

23.1.5 By any other means which any party specifies by notice in writing to the other.

23.2 Each party's address for the service of notice shall be their above-mentioned address (as specified overleaf) or such other address as they may specify by written notice to the other.

23.3 A notice shall have been deemed to have been served:-

23.3.1 If it is served in person at the time of service;

23.3.2 If it was served by post, 48 hours after it was posted;

23.3.3 If it was served by telex or facsimile transmission, at the time of transmission; or

23.3.4 If it was sent by email upon confirmation being recorded by the

sender's computer as to the transmission having been completed.

24. Exclusion of rights of third party

Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

All business is conducted in accordance with the Company's conditions of sale. Please ensure that end users are advised of the Company's conditions of sale prior to purchase.