

Trading Terms and Conditions

All contracts for sale or supply of goods by Loveless Cook Blinds shall be governed exclusively by the following terms and conditions of trading ("these terms").

1. Application of terms

- a. These terms supersede any terms and conditions proposed by the buyer, whether under any purchase order or verbally, and may not be varied except with written consent of the Managing Director of Loveless Cook Blinds Limited, hereafter known as LCB.
- b. No order shall be deemed accepted by LCB until LCB delivers the Goods to the buyer. "Goods" means any goods agreed in the contract supplied by LCB.
- c. All decisions or illustrations contained in LCB's price list are designed to give an approximate idea of the Goods described in them. They do not form part of any contract between LCB and the buyer.
- d. "Contract" means any contract formed between LCB and the buyer for the sale and purchase of the Goods incorporating these Terms.

2. Price

- a. Any prices quoted in any price list, catalogue or advertisement of the Company shall only be for the guidance of buyers and shall not constitute an offer to sell at those prices. The contract price, unless otherwise specifically agreed, shall be calculated in accordance with the Company's price list and payment terms in force on the date of despatch of the goods, which may be altered by the Company at any time without notice.
- b. The price for the Goods shall be exclusive of carriage and insurance and applicable Value Added Tax.

3. Delivery and passing of risk.

- a. Whilst LCB will use its reasonable endeavours to deliver within the time specified in any order, all delivery dates are approximate and in no circumstances will time be the essence of the contract.
- b. Goods leave LCB in good condition and the buyer accepts all risk from the time that the Goods leave the premises of LCB. The transfer of risk shall not be affected by any transport insurance taken out by the buyer.

4. Passing of property

- a. Notwithstanding delivery, the property in the Goods shall remain in the Group until the buyer has paid in full therefore, and the buyer shall hold the Goods until LCB's fiduciary agent and bailee until such payment is made and shall keep the Goods separate from those of the buyer and third parties property stored, protected and insured and shall indemnify LCB against any loss or damage thereto, howsoever arising. If any of the Goods are processed into other goods before payment in full for the Goods has been received by LCB, the Goods including all other goods as aforesaid, shall be property of LCB and the buyer hereby declares itself trustee of such Goods until such payment is made and the buyer shall hold such Goods and any proceeds of the sale of such Goods and any right arising from any sale thereof as Trustee for LCB.
- b. The buyer's right of possession of the Goods under 4a) shall terminate immediately if the Buyer has a bankruptcy order made against him or made against him/her or makes an arrangement or composition with his creditors or, being a limited company, convenes a meeting of creditors or enters into liquidation has a receiver, administrator or administrative receiver appointed.
- c. If payment is overdue in whole or in part or if any of the events in clause 4b) occur, LCB may (without prejudice to any of its other rights) recover and recall the Goods or any of them and may enter upon the buyer's premises for that purpose. These Terms constitute authority

to a Third Party to enter upon by any other premises wheresoever the Goods are situated for the purpose of recovering the Goods or any of them.

- d. Any loss sustained by LCB upon such recovery of the Goods as aforesaid, shall be paid by the buyer.
- e. Furthermore, LCB shall be entitled to make a claim directly against the buyer's customer for any purchase money unpaid by the Customer provided that LCB shall return to the buyer any monies recovered in excess of the amount owed by the buyer to LCB together with the costs and expenses involved in making such a claim.
- f. Failure by LCB to enforce any of the above remedies shall not be constituted as a waiver of LCB's rights hereunder.

5. Next day delivery

- a. Subject to clause 12 hereunder, LCB will use its reasonable endeavours to ensure that orders for the Goods in stock placed before 2.00pm on a working day for Next Day Delivery (excludes off shore parts of the United Kingdom and the Scottish Highlands and islands). Saturdays, Sundays and Bank Holidays are not working days. In the event of non-performance by LCB or its agents the buyer must notify LCB by telephone, email or fax as to the detail of their claim by 4.00pm on the day following the day upon which delivery was due in order. Neither LCB nor its agents will be liable for any costs or losses however incurred by the buyer or any other party as a result of failure to deliver on the next working day.

6. Delivery charges

As outlined on Page.2, there are a range of delivery options on offer. free next day, on all orders over £200 (net to discount), an order build system, collate all your orders throughout the week and despatched together on a once weekly basis. All next day orders under £200 (net to discount), via a courier are £12.50. Small (non-next day). Orders under £200 (net to discount) - £16.00. Private unregistered addresses, will incur a fee of £25.00. Please note curtain and interlining cannot be included in the goods value due to it's weight. All delivery charges are subject to change.

7. Claims and liability

- a. Each delivery shall be considered a separate transaction for which the payment must be made, and the failure of any one delivery shall affect the due performance of the contract.
- b. Any claim in respect of a deficient delivery, incorrect Goods, missing or damaged Goods must be notified to the carrier and LCB by telephone or fax within 24 hours of receipt of the delivery and confirmed in writing to LCB within 3 days thereafter. Non-delivery of a full consignment must be reported to LCB in writing within 3 days of the invoice date. In the absence of claims within these terms the Goods shall be deemed to have been delivered in accordance with the contract, and in any event LCB shall not be liable for any consequential loss howsoever occasioned arising out of any failure to deliver Goods of the quantity ordered.
- c. LCB warrants that the Goods will be of satisfactory quality upon delivery within the meaning of the Sale of Goods Act 1994 and suitable for the purpose which they are described in the price list. Any claims for breach of this warranty must be notified to LCB in writing within 3 days of receipt of the Goods by the buyer and LCB must be given reasonable opportunity of examining such Goods. LCB shall not be liable in respect of any such Goods which have been subsequently altered, processed, cut and/or installed. In any event LCB's maximum liability for breach of this warranty will be limited to repayment of the purchase price or replacement of the Goods and under no circumstance will any liability be accepted for any consequential loss howsoever occasioned.
- d. LCB shall not be liable for any loss, damage or deterioration of the

Goods arising directly or indirectly from the adverse use, application or storage of any Goods other than in accordance with good trade practice.

- e. Whilst reasonable endeavours will be made to deliver the correct quantity ordered, quotations are conditional upon stocks being available and LCB shall not be liable for short delivery.
- f. Where the buyer has specified in its order that the Goods shall be a certain colour or size, such specifications shall be subject to reasonable commercial variation unless otherwise stated.
- g. Where Goods are subject to a claim, return of those Goods will be refused without advance authority from LCB. Should the Goods be authorised for return, a Reference Number should be obtained from LCB. The Goods must be packed in a condition suitable for transportation by a carrier, normally arranged by LCB. Details of the contents (which must conform to the Authorised Return/ Collection Note) and the packages should be forwarded to the address shown on the Authorised Return/Collection Note, enclosing the buyer's Debit Note if applicable and quoting the Authorisation Number. A duplicate copy of the buyer's Debit Note, together with details of when the Goods were collected, by whom and a signature obtained from the driver should be forwarded to the sales office, Loveless Cook Blinds, Burnett Road, Sweetbriar Industrial Estate, Norwich, Norfolk, NR3 2BS.

8. Liability

- a. Clause 8 sets out the entire financial liability of LCB to the buyer in respect of: (i) any breach of these Terms; and (ii) any representation, statement or tortious act or omission including negligence arising out of or in connection with the Contract.
- b. Save as set out in clause 8, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the contract.
- c. Nothing in these Terms excludes or limits the liability of LCB for death or personal injury caused by LCB's negligence

9. Termination

- a. LCB may, without prejudice to its other rights and remedies, terminate the said contract if either there should be any breach of the contractual liabilities of the buyer if any of the events referred to in clause 4b) occurs or in the opinion of LCB, the financial responsibility of the buyer should become impaired or unsatisfactory. Under such circumstances all outstanding unpaid invoices rendered to the buyer by LCB shall become immediately due for payment.

10. Payment

- a. All payments are due on or before the 30th day of the month following the date of your invoice, and should be paid by either: Bank transfer (BACS): transfer sort code: 20-62-68 Account number: 00601187 Barclays Bank PLC, 100 Magdalen Street, Norwich (please use your LCB account number as reference. This will avoid delays in your account being credited) or Credit Card: We accept most major cards. A 2.5% surcharge will be applied for all credit card payments.
Debit Card: We process debit card payments free of charge.
Cheque: For cheque payments please quote your account number and include our remittance advice then post to Loveless Cook Blinds, Burnett Road, Sweetbriar Industrial Estate, Norwich, Norfolk, NR3 2BS.
- b. In the event of non-payment of the account LCB reserve the right to take steps to recover all monies due to them without prefacing any further transactions between LCB and the buyer.
- c. Payment of the price for the Goods is due on the 30th day of the month following the month in which the Goods are delivered or deemed to be delivered. No payment shall be deemed to have been received until the Company has received cleared funds.
- d. Time for payment shall be of the essence.

- e. All payments payable to LCB under the contract shall become due immediately upon termination of the contract despite any other provision.
- f. Under no circumstance shall the buyer be entitled to claim a right of set-off against LCB in respect of any payment due.
- g. LCB will invoice the Goods upon despatch to the buyer. VAT will be charged at the rate applicable to the date of the invoice.
- h. If LCB is ready to deliver the Goods on the date agreed in accordance with the contract and the customer delays or requests LCB to delay delivery for any reason, LCB may present invoices to the customer for full settlement in line with the date previously agreed for delivery.

11. Frustration

- a. Every effort will be made to carry out the contract but its performance is subject to cancellation by LCB or to such variations as they may find necessary as a result of inability to secure labour, materials or supplies as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond LCB's control.

12. Telephone calls

- a. Loveless Cook Blinds may monitor, record and store, any telephone, email or other communication for training purposes and to improve the quality of our customer service.

13. Law

- a. This contract shall be considered as a contract made in England and subject to English law and shall in all respects be interpreted in accordance with the laws of England and the buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

14. General

- a. If any provision of the Contract is found to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall extend in such illegality, invalidity, boldness, violability, unenforceable or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- b. Failure or delay by LCB in enforcing or partially enforcing any provision of the Contract will not be constituted as a waiver of any of its rights under the Contract.
- c. Any waiver by LCB of any breach of or any default under any provision of the Contract by the buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract.
- d. The parties to this contract do not intend that any term of this contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.