# **GERFLOR FLOORING UK LIMITED - STANDARD TERMS AND CONDITIONS OF SUPPLY**

# 1. GENERAL

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 These conditions for the supply of carpets, floor coverings and related articles and items ("Goods")
 and (as applicable) installation services ("Services") by Gerflor Flooring UK Limited (an English
 company, no. 12579618) ("Gerflor") govern all orders and contracts with Gerflor for the supply
 of Goods and/or Services ("Contract") and override any other terms or conditions stipulated,
 incorporated or referred to by the person, firm or company that has requested any Goods and/or
 Services ("Burger"), so that these conditions, except where they are varied by Gerflor in writing, are
 the only conditions upon which Gerflor supplies Goods and/or Services. For the avoidance of doubt,
 the Contract shall not constitute a sale by description or sample.
 CONTRACT FORMATION
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# 2. CONTRACT FORMATION

Any quotation issued by Gerlfor shall not constitute an offer and shall not be binding on Gerlfor. Each order or acceptance of a quotation for Goods by the Buyer shall be deemed to be an offer by the Buyer to purchase Goods from Gerlfor subject to these conditions. No order shall be deemed accepted by Gerlfor until a written acknowledgement of order is issued by Gerlfor or (if earlier) Gerlfor delivers the Goods or the Services to the Buyer.

# 3 PRICE PAYMENT AND OVERAGE

C1100C, PATHERTI AND OVERAGE (3.1) The price payable for Goods shall be (unless otherwise agreed by Gerflor) in accordance with Gerflor's current list price as at the date of dispatch. Where an order is placed by the Buyer for deliver by Instalment the price payable for each instalment shall be in accordance with Gerflor's current list price at the date of dispatch for such instalment, unless prices are otherwise expressly agreed by Gerflor to be fixed for a period. The price for providing the Services shall be as specified in the acknowledgement of order issued by Gerflor or at Gerflor's prevailing list price from time to time.

Explosing endown of the scheme to characteristic sized by Gerflor or at Gerflor's prevailing list price from time to time.
(3.2) All prices are exclusive of value added tax which will be charged at the prevailing rate.
(3.3) The cost of delivering the Goods in a single shipment via Gerflor's standard delivery schedule is included in the price of deliveries in maintand UK and Northerm Ireland.
(3.4) Delivery of a single shipment to the Republic of Ireland via Gerflor's standard delivery schedule is included in the price for all orders for Goods in excess of 25250.00.
(3.5) Gerflor is entitled to make an additional charge for delivery outside maintand UK and Vortherm Ireland.
(3.6) Deliveries specified by the Buyer and agreed by Gerflor, additionally multiple deliveries and site deliveries and sesses schedule to the device shared by Gerflor, additional withiple deliveries are subject to additional costs.
(3.6) Deliveries to any Duyer residential addresses shall be by special arrangement only and are subject to additional costs.
(3.7) The price payable for Orders placed by the Buyer in respect of "manufactured" Goods are as set out in Schedule 2.
(3.8) The Buyer agrees to pay for any loss or extra cost incurred by Gerflor, through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery of the Goods (see condition 5.5 below) or through any act or default on the part of the Buyer, its servants, agents or employees.

# 4. TERMS OF PAYMENT

(4.1) Unless otherwise agreed by Gerflor in writing, payment shall be made to Gerflor in the same currency as the invoice, no later than 30 days after the month of invoice, save that payment shall become immediately due upon occurrence of any of the events referred to in condition 13.2 hereof.

(4.2) The price of the Goods and/or Services shall be due in full and the Buyer shall not be entitled to exercise any set-off lien or any other similar right or claim.

(4.3) If Gerifor agrees in writing that the price is payable by instalments or if the Buyer has agreed to take specified quantities of Goods in instalments and: (i) the Buyer defaults on the payment of any invoice due to be paid; or (ii) the Buyer fails to take delivery of any consignment of Goods due or ready to be delivered; then in such circumstances the whole of the balance of the price shall become due and payable.

(4.4) The time of payment of the Contract shall be of the essence. Gerlfor reserves the right to suspend provision of the Goods to the Buyer where any amounts are overdue under this Contract or any other contract until all such amounts have been paid. Payment shall be due in respect of each invoice in accordance with condition 4.1, notwithstanding that other instalments of the Goods have not yet been delivered or any other default on the part of Gerlfor may have occurred. (4.5)

(4.5) Gerflor may at any time appropriate sums received from the Buyer as it thinks fit notwithstanding any purported appropriation by the Buyer.

(4.6) Without prejudice to any other rights it may have, Gerflor is entitled to charge interest at 3% per anum above the base rate of the Bank of England from time to time, on overdue payments of the price of the Goods or the price of any instalment thereof. 5. DELIVERY

(5.1) Gerflor will deliver, or arrange for one of its subcontractors to deliver, the Goods to the (2.1), denot will deliver), or all engle on one or its subcontractors table partice unary are outdots to the address specified in the Order or to such other address as the parties may are, subject to any applicable charges due under condition 3.3 to condition 3.6 (inclusive) Any applicable installation Services will be performed at the address specified in the Order or at such other address as the

applicable charges due under condition 3.3 to condition 3.6 (inclusive) Ary applicable installation Services will be performed at the address specified in the Order or at such other address as the parties may agree.
 (5.2) Delivery times will vary depending on the nature of the Goods. All times or dates given by Gertlor for delivery of the Goods and/or Services are approximate only and are given in good faith but without responsibility on Gertlor's part and the Bayer Will have no right to damages or to terminate the Contract due to any faiture by Gertlor to the Services stall not be of the assence of the Contract and Gertlor shall not be liable for any delay beyond its control.
 (5.3) If the buyer is sunable to accept delivery of the Goods within 7 days of Gertlor graving notice that the Goods are ready for delivery, of the any delay beyond its control.
 (5.3) If the Buyer is sunable to alcopt delivery of the Goods within 7 days of Gertlor graving notice that his of charge the Buyer for storing and insuring the Goods for each full day that all or any instalment of the Goods are ready for delivery, of the Goods with a days or good (i) immediately raise an invoice for the price of the Goods. Storage charges shall accrue at the prevailing daily storage rates published at www. gertlor.co.u.k.
 (5.4) Gertlor shall have the right to make delivery of the Goods by instalment of such quantities and at such intervals as it may determine, and express provision as to instalments in the Contract shall be in addition to and not in derogation of this right. Each instalment fault be addition to accellation or termination of a gerees (the Wery Reverses); is ready to accept delivery of the Goods. If Gertlor relating to an instalment shall be targened divery deformation proves the agreed divery defores the Buyer Premises? is ready to accept delivery for the Goods. If Gertlor relating to an instalment shall bentament shall be targened divery defort and the agreed divery

though Gerlior have warred buyer that damage may occur, Gerlior acception to responsibility for any damage that actually occurs at to the Buyers Premises or any third party property or the Goods during delivery.
(5.7) Unless agreed otherwise in writing, the Buyer is responsible for providing suitable facilities for unloading the Gerlior delivery vehicle and will be responsible for all loss of or damage to the Goods during the curser of such unloading at nessult of unsuitable facilities or any act/omission of the Buyer during such unloading of Goods. Where the Buyer collects or arranges collection of the Goods form the Cortor of such unloading at result of unsuitable facilities or any act/omission of the Buyer during such unloading of Goods. Where the Buyer collects or arranges collection of the Goods from the Cortor's premises, entry of any vehicle of the Buyer or its agent, save to the extent that any claim arises from Gerlior's negligence resulting in personal injury or dath.
(5.9) Packaging - The Buyer will be responsible for disposing of any packaging, crates etc.
(5.10) Satel Delivery - If Gerlior or its subcontractor attempts to deliver the Goods at the delivery address unless otherwise agreed. The Buyer shall ensure that persons receiving delivery or the Goods at a dequetalty trained to kervicintly of the Buyer's Premises or (ii) the delivery vehicle cannot gain safe access to the wichintly of the Buyer's Premises or (iii) the delivery withe learned to.
(5.10) Faide Delivery - If Gerlior or its subcontractor attempts to deliver the Goods and the cannot during a the avoid the Buyer's Premises or (iii) the delivery withe learned and be take delivery arrangements are made. Gerlior shall be entitled to charge Buyer for redelivering the Goods at a transped time and date and shall be entitled to impose storage charge in accordance with conditions 53, 03 above.
(5.11) Where the Goods are handled by a carrier for carrage to the Buyer to the Buyer for the puot

Gerflor as a result of any such failure.

# 6. NON-COMPLIANCE, NON-DELIVERY, LOSS OR DAMAGE DURING TRANSIT.

6. NON-COMPLANCE, NON-DELIVERY, LOSS OR DAMAGE DURING TRANSIT.
(6.1) Gerflor will not liable for non-delivery, loss or damage to the Goods or for any claim that the Goods are not in accordance with the Contract, or Order unless claims to that effect are notified in writing by the Buyer to Gerflor (and in the case of claims for non-delivery or damage, with a corpt to the carrier if Gerflor's sow vehicles have not been used to deliver the Goods: (b) within five days of delivery in respect of any claim for loss, damage or non-compliance with the Contract, or (i) in respect of non-delivery, loss, damage or non-compliance, as set out in condition 6.1 above, Gerflor underlakes at its option either to reprocess or replace the Goods at its expense, but shall not be under any further or other liability to any person in connection with such non-delivery.
(6.3) If the Buyer fails to give notice in accordance with condition 6.1 above, the Goods shall be deemed to be in all respects in accordance with the contract and without prejudice to earlier accordance by the Buyer fails to give notice in accordance been accepted by the Buyer and the Buyer the Goods shall be deemed to have been accepted by the Buyer and the Buyer shall pay for the Goods shall be deemed to have been accepted by the Buyer and the Buyer shall pay for the Goods accordingly.
7. QUANTIES

# 7. QUANTITIES

(7.1) Quantities of all consignments of Goods and sundry materials as ascertained by Gerflor and notified to the Buyer in writing shall be conclusive unless an irregularity in the written advice thereof is provided.

(7.2) The Buyer shall not be entitled to reject deliveries of the Goods for failure by Gerflor to comply with the quantity provisions. Variations in the total quantity delivered shall be subtracted or added to the Contract as the case may be. 8. CANCELLATIONS AND RETURNS

# (6.1) Save as provided in these conditions, Contracts may not be cancelled except by agreement in writing of both parties and upon the payment to Cerifor of such amount as may be necessary to indemnity Cerifor against all loss resulting from the said cancellation. Cancellations or alterations by the Buyer shall not be accepted once the Goods are being manufactured to meet the order, or once the Goods have been cut to the agreed specifications. (8.2) Where the Goods or Services are delivered by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.

bound to accept delivery thereof. (8.3) Goods supplied by Gerlior cannot be returned unless: (i) the return date does not exceed 2 months from the date delivered, and (ii) the Buyer notifies its local Gerlior sales manager and credit controller in writing and Gerlior provides written approval that the Goods may be returned. For the avoidance of doubt the following Goods may not be returned by the Buyer: cuts; unpackaged rolls, Goods which are cut or damaged; opened/broken boxes, incomplete returned. For the avoidance of doubt the following Goods may not be returned by the Buyer: cuts: uppackaged rolls; Goods which are cut of damaged; openedrivene hoxes; incomplete boxes; discontinued products; installed products; made to order product and sport rolls that are not standard size. Please note that Gerform may not give its consent to the return of Goods manufactured to the Buyer's Order and specification if Gerflor deems that the Goods are not suitable for resale, such decision shall be at Gerflor's sole discretion at all times. (6.4) If Gerflor consents to the return of all are any part of the Goods are in good and marketable condition then Gerflor may specify, at the Buyer's expense. Gerflor will inspect the Goods on their return and if, floiwing inspection; (6) Gerflor is assibled that the Goods are in good and marketable condition then Gerflor may a tis discretion credit threa buyer for the value of the returned Goods as it sees fit, but of the avoidance of doubt any such redit offered to the Buyer will not exceed 70% of the invoice value of the Goods (the "Return Stock Value"). The difference between price of the fords by virtue of such return. In the event that the parities cannot agree a suitable value for the returned Goods are not in good and marketable condition or the parities lit agree a a price for the Goods pursuent to 8.30, Gerflor shall notify the Buyer shall collect the Goods for the Goods goods and return to Sallo notif the Buyer and the Return the proceeds of the Buyer shall collect the Goods for the Goods are site as fit. The proceeds of the Buyer and the Return the proceeds of the Buyer shall collect the Boyer shall collect by Gerflor against notification. Gerflor shall be entitle to the Goods are instant any indebtedness of the Buyer to ferflor and any remaining balance shall be paid to the Buyer virth at end apperiod following notification. Gerflor Shall be entitle to Boyes of the Goods as at sees fit. The proceeds of the Buyer of the Buyer and the Buyer the circumstrance desco

# 9. BISK AND TITLE

9. NISK ANID TITE
(9.1) Risk will pass to the Buyer once the Gords leave the Gerlior premises, at which point the Buyer is responsible for all loss, damage or deterioration to the Gords shall be solely responsible for all loss, damage or deterioration to the Gords shall be solely responsible for all loss, damage or deterioration to the Gords shall be solely responsible for all loss, damage or deterioration to the Gords shall be solely responsible for all loss, damage or deterioration to the Gords shall be solely responsible for all loss, the Gords shall be solely responsible for all loss property until all payments to be made by the Buyer under this Contract and any other Contract between Gerlior and the Buyer shall keep the Goods shall be solely responsible for all loss are forfor and sparset and identifiable from all other gords in its possession as balied to referred rand shall not attach the Goods to real property without Gerlior's consent.
(9.2) Perdifor and sparset and identifiable from all other gords in its possession as balied to reduce ther risks usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same from time to time remaining outsord, covered by insurance in the type of business for which the Goods are for Gerlior. The proceeds of any result or disposal shall be held on trust by the Buyer in a separate identified account for the benefit of Gerlior.
(9.4) If the Buyer resells or disposes of any Goods in which tilt be Buyer in a separate identified account for the benefit of Gerlior.
(9.4) In the event of a failure by the Buyer to pay the price or upon the occurrence of any of the events set out control in 32, Gerlior shall have power to re-sails and agains may forthwith:
(9.4) In the event of a failure by the Buyer to gerlior and its ascruats and agains the goods which the Goods comprehence and property the ascruats and agains the sevent and the dint

# 10. INFRINGEMENT OF THIRD PARTY RIGHTS

10. INFRINCEMENT OF THIRD PARTY RIGHTS (10.1). Gerflor varrants that insofar as it is aware, the Goods and or Services (as applicable) shall not infringe any third party's intellectual property rights. (10.2) If at any time it is alleged that the Goods or Services infringe the rights of any third party or if in Gerflor's reasonable opinion such an allegation is likely to be made, Gerflor may at its option and its own cost: (i) modify or replace the Goods or re-perform the Services in order to avoid the infringement or (ii) procure for the Buyer the right to continue using the Goods or benefit from the Services; or (iii) repurchase the Goods at the price paid by the Buyer less deprecation at the rate Gerflor applies to its own assets and equipment. (10.3) If any claim is made or action throught or threatened which alleges infringement or the rights of any third party; (ii) the Buyer shall provide all reasonable assistance as Gerflor may request.

(10.4) The Buyer shall indemnify Gerflor against all loss, liability, expenses, damages and costs (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalises and logal and other reasonable professional costs and expenses suffered or incurred by Gerflor in connection with any claim made against Gerflor for actual or allegied infringement of a hind party intellectual property rights arising out of or in connection with Gerflor's use in carrying out any work required to be done on or to the Goods or in relation to the Services in accordance with the Buyer's requirements or specifications, which give rise to any infringement of allegies or against Gerglin Goods pursuant to a commission from the Buyer (whether to fulfill an order or otherwise), any intellectual property fields arising out actual to the fulfis active and the super shall do or procure the doing of all such further actual to the such Goods shall used in Gerflor and the Buyer shall be done or the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this condition 10.5.

11. When the second second

to exclusion of exclusion of exclusion requires the end of the request of the reduct when hyper and exclusion (1.2) Any warranty given by Gerflor is subject to the following conditions: 11.2.1 any claim by the Buyer under the warranty given in condition 11.1 above must be notified to Gerflor within one month of discovering the defect, after which Gerflor shall have no liability to the demonstration.

the Buyer; 11.2.2 except as set out in this condition 11 and the general warranty exclusions set out in Schedule 1 and any Product Warranty, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Goods and Services are excluded to the extent permitted by law. 12. LIABILITY

12. LABILITY (12.1). Gerflor shall not be liable for a defect in the Goods caused by abnormal or unsuitable conditions of storage or use, an act, neglect or default of the Buyer or a third party. (12.2). Gerflor shall not be liable for a defect in the Goods unless it is notified to Gerflor in accordance with condition 11.2 and no compliant can be considered where any fault or damage has been caused by improper installation, improper cleaning or any other such abuse. (12.3) Nothing herein shall impose any liability upon Gerflor in respect of any defect in the Goods or Services ansing out of the acts, omissions, negligence or default of the Buyer its servants or agents including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any of Gerflor's recommendations as to the storage and handling of the Goods.

Goods. (12.4) Subject to the provisions in condition 12.7 below, Gerflor is not liable to the Buyer in (12.4) Subject to the provisions in condition 12.7 below, Gerlfor is not liable to the Buyer in contract, tot (including negligence or breach of statutory duly or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, on-supply on the giva yrapplying the Goods or Services or otherwise in connection with this agreement. (i) (loss or damage incurred by the Buyer as a result of third party claims; (ii) loss of actual or anticipated profits; (ii) loss of actual or anticipated profits; (ii) loss of actual or anticipated profits; (ii) loss of subicises opportunity; (v) loss of anticipated savings; (v) loss of goodwili; (vi) injury to reputation; or (vii) any indirect, special or consequential loss or damage howsever caused even if Gerlfor was advised of the possibility of them in advance. Gerlfor strongly advises you to insure against all such potential loss, damage, expense or lability. (12.5) Subject to conditions 12.4 and 12.7, Gerlfor "entire lability arising out of or in connection with this contract, whether in contract, tort (including rediginees or breach of statutory duty or otherwise, is limited to an aggregate figure of 150% of the value of the price of this

Bully or outerwise, is minuted to an eggregate region of the contract. (12.6) Subject to conditions 12.4 and 12.7 but notwithstanding condition 12.5, Gerflor' entire lability in contract, tort (including negligence or breach of statutory duty) or otherwise for loss or damage to the Buyer's tangible property resulting from Gerflor's negligence is limited to an aggregate figure of 5500,000. (12.7) Nothing in this agreement shall operate to exclude or restrict Gerflor's liability for: (i) death or personal injury resulting from negligence; (ii) breach of the obligations arising from section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982; or (iii)

to the safe of books Act 1979 and section 2 of the supply of books and services Act 1962; or (iii) fraud or decein). Nothing in this agreement shall operate to exclude or restrict the Buyer's liability for death or personal injury resulting from negligence.

# 13. DEFAULT OR INSOLVENCY OF BUYER

(13.1) On or at any time after the occurrence of any of the events in condition 13.2, Gerflor may: (i) stop any Goods in transit (ii) suspend further deliveries to the Buyer; (ii) exercise its rights under condition 9; and terminate any contract offtwhitby by giving notice to that effect to the Buyer; (13.2) The events are; (i) the Buyer being in breach of any obligation under any Contract; (ii) a meeting being convened, a petition presented, an order made, an effective resolution passed, or notice given for the Buyers winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or (iii) an application being made, or resolved to be made by any meeting of the Buyer's directors or members, for an administration order in relation to it or

any party gives or files notice of intention to appoint an administrator of it or such an administrator being appointed; or (iv) an encumbrancer taking possession, or a receiver or manager or administrative receiver being appointed, of the whole or any part of the Buyers assets; or (iv) the Buyer ceasing or suspending payment of any of its debts or being unable to pay its debts as they fail due within the meaning of section 123 of the Insolvency Act 1986; (iv) a proposal being made for a composition in satisfaction of the Buyer's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986; (iv) it the Buyer entering into an arrangement, compromise or composition in satisfaction of its debt swith its creditors; (iii) the making of a bankruptcy order against the Buyer; (iv) the Buyer fails to approve forthwith any plans, specifications or other matters submitted to the Buyer for such approval; or (x) any analogous event to (i) - (viii) above occurring in any jurisdiction. (13.3) On termination of a Contract pursuant to condition 13.1, any indebtenses of the Buyer to Gerifor shal become immediated the and payable and Gerifor is relieved of any further obligation to supply Goods to the Buyer pursuant to the Contract **14. REPRESENTIONS** 

# 14. REPRESENTATIONS

Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set util in this Contract. The only remedy available to either party in respect of any such statement, representation, warranty or understanding shall be for breach of contract. Under the terms of this Contract.

# 15. FORCE MAJEURE

Gerfor shall be entitled without liability to delay or cancel delivery or to reduce the amount delivered if it is prevented from, or hindered in, or delayed in manufacturing, obtaining or delivering Godds by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes or other industrial disputes, lock-out, pandemics, epidemics, accidents, war, acts of God, flord, fire, adverse weather conditions, terrorism, rich, civil commotion. acts of government or a reduction in or unavailability of raw materials from normal sources of supply, but for the avoidance of doubt nothing shall excuse the Buyer from the payment provisions

# 16. THIRD PARTIES

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exits or is available otherwise than pursuant to that Act. 17. ASSIGNMENT AND SUB-CONTRACTING

Gerflor may assign or sub-contract the whole or any part of the Contract thereof to any person, firm or company without the consent of the Buyer. The Buyer may not assign or in any way deal with all or part of the benefit its rights or benefits under a Contract without Gerflor's prior written consent

# 18. WAIVER

Any failure or delay by Gerflor in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights undo the Contract. Any waiver by Gerflor of any breach of, or any default under; any provision of the Contract by the Buyershall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other term of the Contract.

# 19. LAW AND JURISDICTION

The Contract shall in all respects be governed by the law of England and Wales and the Buyer and Gerflor agree to the exclusive jurisdiction of the English Courts.

## Schedule 1

# Exclusions from the Warranties applicable to all Goods

The below exclusions are in addition to any exclusions under a Product Warranty provided by Gerflor to the Buyer upon request.

- The Buyer shall be responsible for ensuring the surface upon which the Goods are to be installed are suitable and appropriately prepared. Gerflor shall have no liability for any d or defects in the Goods caused by the installation of the Goods on an unsuitable and/or damaqe
- unprepared surface. Failure by the Buyer to follow Gertflor's oral or written instructions as to the installation, use and maintenance of the Goods and/or in accordance with good industry practice. Use of the Goods to ra purpose other than its intended purpose. The exposure of the Goods to fire, explosion, exceptional weather conditions, floods, or natural disasters. 2.
- 3.
- 5 6 7
- disastirs. Defective installation. Damage due to the absence of appropriate protective covering. Damage caused by the installation or moving of furniture without adequate protection of the Goods (e.g. plastic or felt protection). Stains, scratches, splashes, burns or any other markings caused by the Buyer or a third party. The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions. Damage caused by sharp, cutting or piercing materials, or due to stains, crist, scratches, crusting, groupes, scrapes, performations, tears and punching caused by loads in excess of the specified static load limitation: 8. 10.
- Buyer Drawings and Specifications Gerflor shall not be liable for imperfect Goods or Services caused by inaccuracies in any drawing bills of quantities or specifications supplied 11.

- Buyer Urawings and Specifications certior shall not be liable for imperfect Goods of Services cased by inaccuraties in any drawing bills of quantities or specifications supplied by the Buyer.
   Colour Matching Due to the manufacturing process the colour of the Goods may vary between dye tots or different batches. Gerflor will not be liable to the Buyer for slight differences in colour or tone of the Goods unless the Buyer expressly states in the order that the Goods must be an exact colour match.
   Pattern Matching on carper Goods Geometric designs are subject to pattern lines due to sharp angle changes in pile direction. Such lines repeat at intervals and are not considered manufacturing detext. Perfect pattern alignment problems are taken during manufacturing to produce a dimensionally straight pattern, this is not guaranteed. Installers must exercise care to imminite any alignment problems.
   Installation Gerflor accepts no liability for defects in the Goods to the agreed dimensions, due to the installation Services.
   Toterances Whils every vifort is made to manufacture the Goods to the agreed dimensions, due to the nature of the texeonal three manufacture the Goods to the agreed dimensions, due to the nature of the Goods and the agreed dimensions faulte to Ideods have doeds such the Buyer State Unit Me Boyer State (1) the Buyer Hot Boods have been manufacturing tolerance will only be considered by Gerlior after the Goods have been implicable manufacturing tolerance will only be considered by Gerlior after the Goods have been shared manufacturing tolerance will only he romand discostation or dating of the Goods such manufacturing tolerance will only be considered by Gerlior after the Goods have been inspected by Gerlior Storees take.
   Discher Buiter Agerces that agerces taken during the three doed by Gerlior after the Goods have been such manufacturing tolerance will only he considered by Gerlior after the Goods have been such ma

- subscription Gerflor accepts no liability for normal discoloration or fading of the Goods due to soling caused by everyday use, exposure to sunlight or chemicals not approved for use with the Goods. The Goods should be carefully maintained by the Buyer to minimise any discoloration.
  Goods manufactured with natural products such as wood will vary in colour, shade and/or grain all of which are characteristic of the material. In time, natural products may labe through exposure to sunlight.
  Shoe Damage Due to the severe loading of weight on a small area, carpets and other types of flooring are susceptible to damage from the use of high heels or other types of source to sunlight.
  Care and Maintenace To proloing the life and the performance of the Goods, where the Goods have been damaged by the use of such sites.
  Care and Maintenace To proloing the life and the performance of the Goods the Buyer should take care to follow industry standard care and maintenace grocedures. Gerflor social use to provide the Buyer with a maintenace guide setting out Gerflor's recommended care procedures. Gerflor recommended are procedures. Gerflor recommended are procedures. Gerflor recommended care procedures. Gerflor recommended care procedures. Gerflor recommended care procedures. Gerflor recommended are procedures. Setting the releases at permanet. Change is no edirection, however for reasons unknown, permanent changes to the apperance of the carpet sing divelops procedures. Setting and the setting systems are setting and the areacting in the carpet sing dis divelop procedures. The apperance o

nufactured Goods The price payable by the Buyer for Goods which include carpets and other floor covering manufactured in respect of rolls, shall be equal to an exact roll length (or a multiple thereof) and will be charged at the full roll price. Where an Order (or part of the order) is for a length that is less than a standard roll length to accommodate increased production costs. Additional surcharges will apply as follows: a) a small order increased production costs. Additional surcharges sturcharge of 525.00 (for orders under £300. b) a pro-forma administration charge of £35.00 will apply to each transaction. A "Special Order" means a Contract for customised Goods, or Goods that are not listed in Gerflor's current standard product list available upon request. If the quantity Goods manufactured to the requirements of a Special Order exceeds the quantity specified, then notwithstanding the Product Warranty provided by Gerflor at the time of purchase, the Buyer agrees to pay production overage charges on the excess production calculated on the price per square metre basis specified in the Special Order.

Schedule 2 Manufactured Goods

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