

BEMBE UK LTD

AGREEMENT FOR SALE OF FLOORING

1 Definitions

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| "Us/we" | Bembe UK Ltd |
| "You" | The customer(s) named on the other side of this page |
| "the flooring" | The flooring and other accessories described on the other side of this page, as adjusted following a survey visit |
| "the Deposit" | 30% of the estimated price of the flooring and Installation, or 50% of the estimated price of the flooring where we are not contracted to install the floor. |

2 Basis of Sale

- 2,1 We will sell and you will buy the Flooring in accordance with these terms. If we are to install the Flooring, we will install the Flooring and you will pay us for this installation in accordance with these terms.
- 2,2 Our staff are not authorised to vary these terms. These terms can only be varied in writing signed by one of our directors. This agreement constitutes the entire agreement between us and you.

3 The Survey

- 3,1 If we are to install the Flooring, we will arrange for our surveyor to visit the area in which you intend the Flooring to be laid to carry out a brief survey of the area.
- 3,2 If on surveying the area, our surveyor finds it to be of a different size to that set out on the other side of this page, or finds that further materials will be necessary for the satisfactory installation of the Flooring, we will notify you of this and increase or decrease the price to be paid for the flooring, installation and other materials accordingly.
- 3,3 If this results in an increase in the total price to be paid under this agreement from the calculated price set out on the other side of this page we will give you the opportunity of deciding whether to cancel or proceed with the purchase and installation of the Flooring. If you decide not to proceed with the purchase and installation of the Flooring, we will return your deposit less £65 plus VAT to cover costs of the survey, and this agreement will be at an end.
- 3,4 If you decide to proceed, you will have to pay us the varied price.
- 3,5 Wood Floors are not suitable for all sites, and if, following that visit, our surveyor considers that the area you have specified is not suitable for the installation of the Flooring, we will notify you of this, and return your deposit less £65 plus VAT to cover the administrative fees and the cost of the survey.

4 Delivery and Installation

- 4,1 We will arrange a proposed date for delivery and (if applicable) installation of the Flooring. This date for delivery and installation is approximate only and time for delivery or installation shall not be the essence of this agreement. We will not be liable to you for any delay in the delivery or installation of the Flooring, however it is caused. We cannot give a fixed delivery or installation date and our staff have no authority to give a fixed delivery or installation date.
- 4,2 If you need to change this date, please let us know as soon as possible, and at least eight days ahead of the proposed installation date by telephone and in writing. We plan our work schedules several days in advance and if we do not receive notification in writing at least eight days prior to this it is likely we will make a charge of £200 towards the expenses your cancellation has caused us. We will then arrange alternative date for installation.
- 4,3 We may need to change this date. If so, we will try to give you as much notice as possible, but in some situations because of operational requirements we may only be able to give you very short notice. We may be delayed on other installations due to unexpected problems which we could not have known about. We will arrange alternative date for installation. We will not be liable to you in any way for any losses caused by such short notice, and you will not be entitled to cancel this contract.
- 4,4 The successful installation of a wood floor depends on the condition of the sub-floor on which the flooring is to be laid. On the first visit, our surveyor might not be able to assess the exact state of the sub-flooring currently at the site, if it is covered by other floor coverings or otherwise inaccessible. If you are to remove the existing floor covering and pre-prepare the sub-floor,

then you must let us know when this work is complete. We will then inspect the sub-floor and arrange for the fitting of the Flooring. If we are to remove the existing floor covering and prepare the sub-floor, it may be that after removing the existing floor covering our fitters find that the site is not suitable for laying the Flooring without additional work to prepare the sub-floor. If this is the case, they will inform you of any extra work that will be required for satisfactory installation of the Flooring, and the estimated price of this extra work, which you will be obliged to pay. By this entitled to retain an amount equal to 30% of the price of the contract stage we will have ordered the Flooring for your site, and you may not cancel your contract with us.

- 4,5 For us to undertake the installation, you must allow our workmen access to the area where the Flooring is to be installed, and (unless otherwise agreed in writing) the area where the Flooring is to be installed must be cleared of furniture and existing floor coverings. The sub-floor must be dry and because of the natural expansion and contraction of a wood floor, the area must be at a room temperature of at least 18 degrees C. If any of these conditions are not met, our workmen will not be able to install the Flooring and we will make a charge of £200 per day to cover our expenses. We may refuse to install the Flooring until the sub-floor is in a suitable condition, and you may not cancel this contract if we do so refuse. If you insist on us installing the Flooring, against our advice, we may in our absolute discretion consent to install the Flooring, but we will not be liable to you for defects resulting from the installation being made on an unsuitable sub-floor.
- 4,6 To carry out the installation, our workmen may need to remove and replace various fixtures and fittings, such as skirting boards and doors. We will carry out such work on fixtures and fittings with reasonable skill and care but in the event damage is caused by our workmen's action or negligence, our liability (except in cases of personal injury or death), will be limited to the total price you have paid for the Flooring and installation.

5 Acceptance of Flooring

- 5,1 If we are to install Flooring, you agree that you will be present at the completion of the installation of the Flooring. It is important for us to ensure that you are satisfied with the installation of the Flooring before our fitters leave. We will ask you to confirm in writing that you are satisfied with the installation.
- 5,2 **Any surface defects or scratches in the Flooring or installation must be reported to us immediately on completion of the installation. Because of the possibility of surface damage arising to the flooring through no fault of our own after installation (for example, furniture scratches), we will not be liable to you for any surface defects or scratches to the flooring until they are reported immediately on completion of the installation. Exce 8,1 under the terms of the guarantee in clause 6, we will not be liable to you for any other defects in the flooring or installation unless reported to us within 24 hours of completion of the installation, and in writing.**

6 Guarantee

- 6,1 We guarantee the fitting of your wood floor and that the flooring will not wear through the compete depth of the hardwood layer through normal domestic usage in a domestic environment for a period of 5 years from the date of installation, provided that the flooring is installed by us and maintained strictly in accordance with our recommendations.
- 6,2 This guarantee applies only where the Flooring has been correctly maintained in accordance with our guidelines, and does not cover damage arising out of spillages or leakages, normal wear and tear and scratches and cuts caused by sharp objects, animals or furniture, nor does it cover resulting from excessive humidity, temperature changes or damage resulting from a defective sub-floor. For the avoidance of doubt, the guarantee does not apply where you have insisted upon the flooring being installed in a bathroom area or area of high humidity or otherwise contrary to our advice that the Flooring is not suitable for the site (including sub-floor)

- 6,3 Our wood floors are made from natural materials, and just as no two trees are same, so each floor will be individual, with its own colour variations and patterns, and will be prone to contraction and expansion depending on climatic conditions. This is inherent in the material used, and should not be considered to be a defect in the Flooring.
- 6,4 Where we are only supplying Flooring and not carrying out the installation we have no control over how the Flooring is installed and cannot accept any liability for defects resulting from incorrect installation, rather than defects in the Flooring materials themselves.
- 6,5 If a claim under this guarantee is approved by us, our liability will be limited to supplying and fitting sufficient material from our then current range to replace the worn area of flooring.
- 6,6 This guarantee does not affect your statutory rights.

7 Payment

- 7,1 You will pay us the Deposit immediately due in this agreement and the balance of the price (as amended if necessary following a survey visit) will be paid in two stages, 60% on commencement of the installation (to cover the material value) and the final 10 % on completion. We will order the Flooring immediately upon receipt of the Deposit. Should you wish to cancel this agreement after you have paid us the Deposit we will be entitled to retain an amount equal to 30% of the price of the contract.
- 7,2 Our prices include the price of delivery where we are to install the Flooring. If we are not to install the Flooring then the flooring should be collected from our warehouse, or if you require delivery we will charge an extra delivery charge at our standard rates.
- 7,3 Our prices are subject to VAT or any similar duty at the rate applicable on delivery of the flooring. If you consider that your order for the Flooring qualifies for exemption from VAT please let us know and complete the box on the other side of this form. We have no knowledge of the circumstances in which you intend the Flooring to be laid and rely on the information you give us concerning whether the supply should be exempt from VAT. If subsequently HM Custom & Revenue decide that VAT should have been charged on the supply and/or installation of the Flooring, you agree to indemnify us against any charges they may levy against us, including penalty charges.
- The Flooring remains our property until paid for by you in Full. You agree that until you have paid for the Flooring in full, we may, on giving you reasonable notice, enter the property within which the Flooring is laid, and repossess the Flooring.
- We reserve the right to charge interest at 4% above the base rate of Barclays Bank plc on unpaid accounts.
- General
- We will not be liable to you by reason of any delay in performing or failure to perform our obligations under this agreement if the delay is due to any cause beyond our reasonable control include: acts of God, war or threat of war, civil disturbance, government or local authority restrictions, import or export regulations and embargoes, strikes and other industrial action, difficulty in obtaining raw materials and power failure or breakdown of machinery.
- 8,2 Where you are more than one person, your liability to us is joint and several. We will be entitled to cancel this agreement and keep any deposit if you or any one of you enter into a voluntary arrangement with your creditor or are made bankrupt.
- 8,3 We may carry out this agreement by engaging sub-contractors, and we will assign our rights and liabilities under this contract to someone else.

BEMBE
WOOD FLOOR

German craft since 1780

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