

# Terms and conditions

## Wool Classics conditions of business

### Definitions

1. In these conditions the following terms shall have the following meanings.

"Wool Classics" means Brintons Ltd T/as Wool Classics or any successor to that company.

"Customer" means the person or persons or other party named on the order form overleaf.

"Contract" means any party in the sale of goods by Wool Classics to the customer.

"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.

"Price" means the price as detailed on the order form overleaf.

### Estimate

2. Estimates can only be given by Wool Classics to such customer or customers as Wool Classics 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 that as on the order form overleaf and as defined at paragraph 4 herein.

### 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 Wool Classics reserves the right to refuse or accept any order.

3.2 (i) No contract shall come into existence until the customer's order in writing is accepted by Wool Classics. 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.

3.2 (ii) In the event that an order is placed verbally, such order must be confirmed in writing in the form hereof and received by Wool Classics within 48 hours of the verbal order being made. If this procedure is not observed, then Wool Classics will not be bound to honour the terms of the order or this contract but will be entitled to be paid 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 Wool Classics have taken any such steps pursuant to receipt of the verbal order, Wool Classics will be entitled to be compensated as aforementioned for any work undertaken in pursuant to said verbal order.

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

3.4 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.

### 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. If no price appears on the order form the price shall be that which appears on the price list, quotation or estimate in writing supplied by Wool Classics to the customer prior to signing of the order form overleaf, by the customer. The price invoiced is calculated in respect of the quantity of the goods ordered overleaf actually delivered, irrespective of the quantity in respect of which any quotation was issued.

4.2 Wool Classics shall have the right in respect of any uncompleted portion of the contract to adjust its prices or 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 notice of the change.

4.4 For the purposes of definition, roll price will apply to orders in excess of 120.00 square metres of an individual standard range item in 3.66, 4.00 or 5.00m widths. For standard ranges sold in 0.70m width, roll price will apply to orders of an individual item in excess of 50.00 linear metres. All individual items supplied in sizes below these roll break quantities will be charged at the cut length price. A cutting charge of £12.50 per cut will be made where a customer requests that a full roll is supplied in specific cut length sizes. This cutting charge will apply to any other form of goods ordered overleaf and which have to be so cut.

4.5 Small orders delivered within the UK mainland whose total invoice value is less than £300.00 exclusive of VAT are subject to a minimum order surcharge of £50.00 +VAT. In addition if the customer requires a delivery to other than a UK mainland trade address then additional charges including those for express or time specific carriage and delivery charges to private/non trade addresses will be levied. Details will be supplied to the customer upon request to Wool Classics.

### Payment

5.1 All invoices are payable without discount of any kind unless expressly stipulated on the invoice in pounds sterling 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 for any reason at all.

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

5.3 Without prejudice to clause 5.1, in the event that 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 or 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 Wool Classics, if the customer fails to pay the invoice price by the due date then Wool Classics 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 6% per annum over the base rate from time to time quoted by the Bank of England and the customer will in addition reimburse forthwith to Wool Classics all costs and expenses (including legal costs on an indemnity basis) and all VAT incurred in the collection of any overdue amount.

### Postponement

6. In the event of a postponement of the supply of the goods ordered as per the order form overleaf, by the customer, such requests shall be made in writing. The customer will pay to Wool Classics 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 Wool Classics.



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## 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, Wool Classics shall transfer only such title or rights in respect of the goods ordered overleaf as Wool Classics have and if the said goods are purchased from a third party Wool Classics shall transfer only such title or rights as that party had and has transferred to Wool Classics.

**7.2** Notwithstanding the earlier passing of risk, title in the goods ordered overleaf shall remain with Wool Classics and shall not pass to the customer until the amount due under the invoice for them (including interest and costs and any additional charges as set out herein) has been paid in full and until such payment in full all goods remain the property of Wool Classics.

**7.3** Until title passes the customer shall hold the goods overleaf as bailee for Wool Classics and shall store or mark them so that they can at all times be identified as the property of Wool Classics.

**7.4** Wool Classics may at any time before title passes and without any liability to the customer:-

(i) repossess and dismantle and use or sell all or any of the said goods ordered overleaf and by doing so terminate the customers right to use, sell or otherwise deal in them; and

(ii) for that purpose or for determining what if any of the said goods ordered overleaf are held by the customer and for the purposes of inspecting them, Wool Classics may enter any premises of or occupied by the customer.

**7.5** Until title passes the entire proceeds of sale of the goods ordered overleaf shall be held in trust for Wool Classics 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 Wool Classics money. Any details as may be required by Wool Classics 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 Wool Classics to the customer until all such monies due under the terms of this contract have been paid and so 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 insolvency administration, the said goods shall be recognised as remaining the property of Wool Classics.

## Risk delivery and performance

**8.1** The goods as ordered overleaf are delivered to the customer when Wool Classics 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 customers premises or other delivery point agreed to by Wool Classics SAVE THAT goods will not be consigned to private houses, or unoccupied contract locations or construction sites unless:-

(i) The customer pays a £200 refundable deposit to Wool Classics prior to the delivery of the goods (such deposit being refunded when the customer notifies in writing Wool Classics that the said goods have been received);

(ii) Access is arranged by the customer which is sufficiently large enough to afford easy access for large commercial vehicles; and

(iii) The customer ensures there is available sufficient labour to unload the goods from the vehicle (Wool Classics having no responsibility or liability in connection with the same). Clause 8.10 will also apply in such circumstances.

**8.2** Risk in the said goods passes when they are delivered in accordance with clause 8.1.

**8.3** Wool Classics may at its discretion deliver the said goods by instalments in any sequence.

**8.4** Where the said goods are delivered by instalments, no default or failure by Wool Classics in respect of any one or more instalments shall vitiate the contract in respect of the said goods previously delivered or undelivered.

**8.5** Wool Classics 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 Wool Classics.

**8.6** Any date quoted by Wool Classics for delivery of the said goods ordered overleaf are approximate only and shall not form part of the contract and the customer acknowledges that in the performance expected of Wool Classics, no regard has been paid to any quoted delivery date.

**8.7** If the customer fails:-

(i) To take delivery of the said goods or any part of them on the due dates; and

(ii) To provide any instructions or documents required to enable the said goods to be delivered on the due date, Wool Classics 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:-

(i) risk in the said goods shall pass to the customer;

(ii) delivery of the goods shall be deemed to have taken place; and

(iii) the customer shall pay to Wool Classics all costs and expenses including storage, any redelivery and insurance charges arising from its failure.

**8.8** Whilst great care is taken by Wool Classics to ensure perfect goods are despatched, on arrival at their premises, the customer or their appointed subcontractor (whose details will have been provided to Wool Classics in advance in writing) should inspect all 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 in question and in particular carpet, is cut. To complete these checks correctly, the carpet must be fully unrolled on a dry, clean and level surface in good light conditions. Wool Classics 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 ordered are damaged in transit, the carriers note must be endorsed accordingly and Wool Classics notified within 72 hours of receipt of the goods by the customer. Wool Classics must also be notified in writing if goods are not received within 14 days of date of invoice. Failure to notify Wool Classics 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 then the customer will in writing, in advance of delivery, notify Wool Classics 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. Wool Classics shall have no liability in connection with any losses, injury, damage or expense arising from the goods being delivered other than to the customer's premises.

**8.11** Wool Classics 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.

## Sizes and designs

**9.1** All carpets and other goods sold and supplied by Wool Classics 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. Hand knotted or hand made carpets or rugs are subject to a tolerance in both length and width of +/- 3.0%

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

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



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#### Flattening, pile pressure and shading

**10** Wool Classics 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, 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 predominance 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. Wool Classics cannot accept responsibility or liability for complaints in relation to these effects, which will not be considered as manufacturing defects. The customer implicitly 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 Wool Classics in relation to these effects.

#### Substitution

**11.** In order to give the customer the advantage of any technical developments and continuity of supply, Wool Classics reserves the right to substitute the goods ordered with higher quality goods without notice.

#### Installation

**12.1** Carpet installation requires a degree of expertise and attention to detail. Any carpet or any goods supplied by Wool Classics 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 Wool Classics and Wool Classics have no responsibility or liability in connection therewith. Wool Classics liability for defective carpet will be limited to replacement or refund and no claims will be considered for labour or other fitting charges connected with installation or removal of the same. Claims for manufacturing faults will not be considered by Wool Classics after the carpet or other goods have been cut and/or fitted and in the case of a complaint, Wool Classics 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 Wool Classics.

#### Claims notification

**13.1** Any of the goods and subject matter of the order form overleaf 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 Wool Classics within 7 days of their delivery.

**13.2** Any alleged defect shall be notified by the customer to Wool Classics within 7 days of delivery of the said 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:-

(i) for goods manufactured by Wool Classics 45 days from date of delivery;

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

(iii) for goods not of Wool Classics 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** Wool Classics 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 Wool Classics, promptly return any goods the subject of any claim and any packing materials securely packed and carriage paid to Wool Classics for examination.

**13.5** Wool Classics shall have no liability in regard to any claim in respect of which the customer is not compliant with the claims procedures in these conditions.

**13.6** Wool Classics will not accept returns without prior written agreement. All returns remain at the risk of the customer until returned to Wool Classics 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 Wool Classics.

#### Scope of contract

**14** Under no circumstances shall Wool Classics 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 Wool Classics or the manufacturer of any of the goods ordered overleaf or neglect from any instructions or materials provided by the customer;

**14.2** Any of the goods overleaf which have been adjusted, modified or repaired except by Wool Classics or in accordance with manufacturer's recommendations;

**14.3** The suitability of any of the said goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to Wool Classics;

**14.4** Any substitution by Wool Classics of any materials or components not forming part of any specification (if any) of the goods ordered overleaf agreed in writing by Wool Classics;

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

**14.6** Any technical information, recommendations, statements or advice furnished by Wool Classics, 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 ordered overleaf 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 ordered overleaf 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 ordered overleaf;

**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 Wool Classics in any event. Save as set out in clause 12 above.

#### Extent of liability

**15.1** Wool Classics 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 Wool Classics or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except:-

(i) For death or personal injury resulting from Wool Classics negligence; and

(ii) As expressly stated in these conditions.

**15.2** If the customer establishes that any of the goods ordered overleaf have not been delivered, have been delivered damaged or do not comply with their description Wool Classics shall, at its option, replace with similar goods any of the goods ordered overleaf 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 ordered overleaf are defective Wool Classics 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 Wool Classics manufacture, assign to the customer (so far as Wool Classics is able to do so) any warranties given by the manufacturer of the said goods to Wool Classics.

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

**15.5** Where Wool Classics is liable in accordance with this condition in respect of only some or part of the said goods ordered overleaf 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 Wool Classics 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 Wool Classics.



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**15.7** Wool Classics shall not be liable where any of the goods ordered overleaf, 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 Wool Classics at the prices ruling at the date of despatch.

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

#### **Special treatments/cleaning/material and technical development**

**16.1** Wool Classics cannot be held responsible for complaints arising from any treatment applied to the goods sold as agreed herein and overleaf 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** Wool Classics strongly recommend professional cleaning of the carpets and other goods ordered overleaf. Special care should be taken when cleaning carpets manufactured with pile containing Linen, Silk or Viscose fibres as such carpets are not suitable for overall wet cleaning or spot treatment using liquid cleaning solutions.

**16.3** Wool Classics 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.

#### **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 Wool Classics. 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 – Wool Classics carpets are manufactured using a variety of natural fibres. Both consumers 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 Wool Classics.

#### **General**

**18.1** Wool Classics shall have lien on all or any of the customers property in Wool Classics 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 Wool Classics and the costs of same on disposal, Wool Classics shall be discharged of any liability in respect of the customer's property.

**18.2** Wool Classics may at its discretion suspend or terminate the supply of any goods ordered overleaf 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 Wool Classics or becomes insolvent, has an administrative receiver appointed of its business or is compulsorily or voluntarily wound up (or if an individual is made bankrupt or made subject to any insolvency proceedings) or Wool Classics 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 ordered overleaf are manufactured in accordance with any design or specification provided or made by the customer the customer shall compensate Wool Classics 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 ordered overleaf all tools, packing, materials, drawings, specifications and other data provided by Wool Classics 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 Wool Classics.

#### **Confidentiality**

**19.** 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 Wool Classics or any other confidential information in relation to Wool Classics 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.

#### **Cancellation**

**20.** Cancellation will not be agreed by Wool Classics for the goods ordered overleaf 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 (including Saturdays) of the date of the order overleaf. If any such notice of cancellation (which must be in writing) is received after the goods ordered overleaf have been allocated to the Contract then a packing and handling charge will be payable by the customer.

#### **Force majeure**

**21.** Wool Classics shall not be liable for any failure in the performance of any of their obligations under this contract caused by factors outside their control.

#### **Law and jurisdiction**

**22.** This contract shall be governed by English Law and the customer consents to the exclusive jurisdiction of the English Courts in all matters regarding it except to the extent that Wool Classics invokes the jurisdiction of the Courts of any other country.

#### **Service of notices**

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

- (i) Personally;
- (ii) By registered or recorded delivery mail;
- (iii) By telex or facsimile transmission (the latter confirmed by telex or post);
- (iv) By email; or
- (v) 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:-

- (i) If it is served in person at the time of service;
- (ii) If it was served by post, 48 hours after it was posted;
- (iii) If it was served by telex or facsimile transmission, at the time of transmission; or
- (iv) If it was sent by email upon confirmation being recorded by the sender's computer as to the transmission having been completed.

#### **Exclusion of rights of third party**

**24** 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.**



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