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## **TERMS AND CONDITIONS**

Please read the following Terms and Conditions carefully. They contain important information about your and our rights and obligations.

### **DEFINITIONS**

The “Company” means Ultra-Interior Limited.

The “Customer” means the Customer of the Company named on the contract.

The “Contract” means any contract for sale of goods by the Company to the Customer.

The “Goods” mean any goods forming the subject of this contract including parts and components of or materials incorporated in them.

The “Product” means any item forming the goods being supplied in the contract.

The “Order” means the instruction from the Customer to the Company to proceed with the contract for goods and / or services. In placing an order the Customer agrees the order is subject to the Company Terms and Conditions of sale.

### **LAW**

These Terms and Conditions shall apply to all contracts for the sale of goods between the Company and the Customer and shall be governed by English Law and the Customer consents to the exclusive jurisdiction of the English Courts in all matters regarding the contract.

If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.

### **INTELLECTUAL PROPERTY**

The Customer acknowledges and agrees that all copyright, and all other intellectual property rights in all material or content supplied as part of any enquiry shall remain at all times vested in the Company or our licensors. The Customer is permitted to use this material only as expressly authorised by the Company.

### **CONTRACT**

The Company will issue the Customer an invoice via email to confirm acceptance of the order.

This will contain the invoice / order number and the final purchase amount.

The order will be accepted as a contract when the Company receives the required deposit as cleared funds.

The Company will not be responsible for typographical, pricing or other errors and reserves the right to cancel any orders based on such errors.

### **TERMINATION**

Termination of the contract by the Customer must be given by telephone call and email to the company.

If the Customer terminates this contract, then the Customer will be liable for any reasonable costs associated with the processing of the order up to the termination date.

### **PAYMENT**

Unless otherwise agreed in writing by the company, a deposit of 50% of the invoice total is required on acceptance of order.

The invoice balance must be paid in full prior to taking the goods away on collection. If goods are being delivered by the Company the invoice balance must be paid in full a minimum of 2 working days prior to the agreed delivery date in order to book and schedule transport.

Payment for goods shall be made by the Customer to the Company via electronic bank transfer unless agreed otherwise by the Company.

In the event that goods and / or services are supplied by the Company and received by the Customer where the payment for the contract is not received by the Company on the dates agreed, the Company shall have the right without prejudice to any other remedies be entitled to enter upon site or premises of the Customer or third party where the goods are stored in order to repossess any goods owned by the Company.

### **ARRANGING DELIVERY**

Whilst every effort is made to supply and / or deliver goods or services on dates as specified in the contract, any period or date of despatch quoted is an estimate only and the Company shall not be liable for any loss or damage arising directly or indirectly from delay in despatch or delivery.

Unless otherwise agreed and stated, the Company aim to deliver the goods to the Customer at the nearest access point for the delivery vehicle to the place of delivery requested by the Customer.

Adequate labour help must be provided by the Customer for unloading from the delivery vehicle.

The Customer must arrange for the transport of the goods once unloaded from the delivery vehicle.

When an order is placed the Customer shall inform the Company if there is any doubt whether a delivery vehicle will be able to access the place of delivery, or to whether there are and size or weight restrictions for the vehicle.

If the delivery vehicle cannot access the place of delivery that the Customer has stipulated in the order due to the size of or restriction of the vehicle, arrangements will be made for re-delivery which is payable by the Customer prior to the goods being delivered.

The Company shall not be liable to the Customer for any losses, liabilities, costs, damages, charges or expenses arising out of circumstances which are out of the control of the Company.

#### **ACCEPTING DELIVERY**

On delivery of the goods the Customer is required to sign the delivery document. The Customer agrees to inspect the goods and sign for the correct quantities and received in good condition. Incorrect quantities or faults should be noted on the delivery document and the Company informed immediately. This should also be followed up in writing to the Company within 48 hours of delivery. In the case of any defect which is not reasonably apparent on inspection, the Company should be informed within 7 days.

The Company will consider all claims that arise and reserve the right to repair or replace any faulty goods supplied.

Where necessary the Company will be afforded a reasonable opportunity and timeframe in which to investigate any claim and supply replacement goods up to a maximum of 4 weeks after any claim is agreed by the Company.

The Customer shall ensure suitable storage conditions on site for the goods that are in compliance with the recommendation set out by the Company.

Under no circumstances shall the Company have any liability whatsoever for any defects resulting from wear and tear, accident, improper use or care by the Customer or use by the Customer otherwise than in accordance with the instructions, recommendations, and guidelines, supplied by the Company.

#### **RETURN OF GOODS**

The Company offer supply of goods and / or services which are Bespoke and specially made for the Customer and therefore are non-returnable. In the event of goods being supplied which are faulty the Company reserves the right to rectify the fault or supply replacement goods within a maximum of 4 weeks from the date of the fault being agreed by the Company.

#### **RISK IN GOODS**

Risk of damage to, or loss of the goods, shall pass to the Customer at the time of collection or delivery of the goods.

Once delivered it is the Customers responsibility to ensure the safe keeping, security, and maintenance of the goods in accordance with the Flooring guidelines provided by the Company to the Customer prior to delivery of the goods.

The title of ownership of goods supplied will pass to the Customer when full payment for the contract has been received by the Company as cleared funds.

#### **QUOTATIONS**

All quotations by the Company are subject to acceptance within 28 days, and are subject to availability of the specified goods.

Quotations for goods or services offered prior to a site survey may be updated following the site survey.

The Company reserves the right to withdraw a quotation at any time before it has been accepted by the Customer.

No quotation issued by the Company shall constitute a contract to supply goods and / or services.

#### **MANUFACTURING TOLLERANCES**

Widths: +/- 1mm,

Depths: +/- 1mm

Lengths are stated as an estimate of expected yield and the output from machining may result in shorter or longer length than that quoted.

#### **MOISTURE CONTENT**

Unless otherwise stated the moisture content of any woods delivered by the Company will be 9% +/- 1 percentage point.

Any complaints as to the moisture content must be made and followed up in writing by the Customer within 72 hours of the delivery of the goods.

#### **SAMPLES**

Samples are provided for guidance only. All samples are an indication and not a guarantee of size and colour, or pattern of

the goods to be supplied.

The product is a natural material and as such will have colour and grain variation and other distinguishing features, no two examples of the same product will be identical.

**FORCE MAJEURE**

If the performance of the contract or any obligation under it is prevented, restricted, or interfered with by reasons of circumstances beyond the control of the party obliged to perform it, the party so affected upon giving prompt notice to the other party, shall be excused from the performance to the extent of the prevention restriction or interference but the party so affected shall use its best endeavours to avoid or remove such causes of non-performance and shall continue performance under the contract with the utmost despatch whenever such causes are removed or diminished.

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**ULTRA INTERIOR LIMITED**