

# KOTHEA - Terms of Business

KOTHEA endeavours to do business in a fair and reasonable way. These terms of business are to protect and clarify the legal rights of our customers as well as ourselves.

## 1. Prevailing terms:

- a) The terms and conditions stated below apply to all orders made to KOTHEA. No other terms and conditions can apply in any circumstances.

## 2. Trade Customers:

- a) We only sell to trade customers.
- b) All business will be conducted on a pro-forma basis.

## 3. Pricing

- a) The price quoted is the trade price.
- b) Prices are subject to change. We will be pleased to quote the current price immediately prior to an order being placed.
- c) Prices are quoted net and so exclude VAT. VAT will be added to all orders at the prevailing rate.

## 4. Statement of liability.

- a) All goods supplied by KOTHEA are supplied on the condition that our liability for any fault or defect in the quality, condition, description or fitness for any purpose is to a sum not exceeding the purchase price of the particular good. That condition supersedes any conflicting term submitted to us and all other liability whether statutory or otherwise is excluded.

## 5. Products

- a) We reserve the right to withdraw items from our range at any time without prior notification.
- b) There is a minimum order length of 100cm (1 metre) for fabric or one roll for wallcoverings.
- c) Minimum orders for goods made-to-order will be notified when an order is placed.
- d) All orders must be in writing confirming the product name and full numeric code.
- e) Reserves automatically expire after 10 working days.
- f) Memo samples remain the property of KOTHEA. They must be returned within 21 days of receipt otherwise they will be invoiced at the trade price.
- g) Colour or finish matching: for exact colour or finish matching request a stock cutting as colours and finishes can vary from batch to batch.
- h) *Fitness for purpose*: KOTHEA's customer must satisfy themselves that any product supplied by KOTHEA is fit for the purpose for which the end-user or end-customer purchases it for.
- i) Wallcoverings must be checked and shaded prior to hanging.

## 6. Payment

- a) A 50% deposit is required for all goods made to order. Payment of the balance is required before goods are despatched.
- b) *Non-payment*: KOTHEA reserve the right to suspend every order placed by the customer in the event of non-payment. Without prejudice we reserve the right to recover from the customer any loss incurred by non-payment.
- c) Pro-forma invoices must be fully paid before goods are delivered or issued from stock.
- d) Once full payment is received the goods become the property of the customer.
- e) KOTHEA reserve the right to charge 2% above the LIBOR rate on overdue accounts.

## 4. Delivery

- a) The full delivery address must be given when the order is placed. The delivery address cannot be subsequently changed.
- b) It is the responsibility of the purchaser to ensure that the correct product has been delivered to any other third party such as an upholsterer or curtain maker.
- c) Delivery dates supplied by KOTHEA are estimates. We are not liable for the consequence of any delay.
- d) Any delay of part of an order against an estimated delivery date does not entitle the buyer to cancel the order.
- e) Final invoices are raised when the goods are issued from stock.

## 5. Returns

- a) Returns are only accepted by prior agreement and are considered on a case-by-case basis.
- b) Unauthorised returns will not be credited to the customer's account.
- c) When accepted, returns are subject to a handling charge of 50% of trade price.

## 6. Cancellations

- a) Efforts will be made to consider the cancellation of a routine order. Cancellation is not possible once the product has: been cut; modified in any way; is in transit; or is a bespoke order.
- b) Cancellations should be made in writing and are only accepted on payment of all costs.

## 7. Claims

- a) *Non-receipt of goods*: Any claim for the non-receipt of goods must be made in writing within a maximum of 7 days from the sooner of either the date of the invoice or date of shipment.
- b) *Errors and omissions*: Customers should check all deliveries immediately for shortages, faults, damage, incorrect products and the like. The customer must inform KOTHEA, in writing, within 14 days of the date of invoice of any errors or omissions.
- c) **No claim will be considered in any circumstances should the goods have been cut, modified, hung (in the case of wallcoverings) or damaged in any way.**
- d) Claims for irregularities against wall coverings that can only be seen once hung, or otherwise reasonably recognised, are to the shorter of 3 drops or 10 metres.
- e) Claims for labour charges will not be accepted under any circumstances.
- f) It is an intrinsic characteristic of textiles and papers that variations in colour and texture exist; as such claims for irregularities will not be accepted under any circumstances.