



ORIENTAL CARPETS AND RUGS LTD / THINK RUGS TERMS OF TRADE

1. CONTENT

We reserve the right to vary our prices, product descriptions and website content whenever necessary. The prices displayed on our product pages or via our price list are excluding VAT and do not include delivery. A detailed VAT invoice will be issued by email once your order is complete.

We make every effort to ensure that the images of the products on our website are accurate. However, we reserve the right to change any of our products without prior notification. Due to differences between individual screens images are used for illustrative purposes only, the colours of products may vary.

The Imagery, designs and descriptive text used within the Think Rugs brochure or found on www.thinkrugs.co.uk is owned, copy written and trademarked by Oriental Carpets and Rugs Ltd Trading as Think Rugs. If you use without permissions, misappropriate it, or use it in any way without consent from Think Rugs, legal action will be taken against you.

The internet has made finding stolen work extremely easy, coupled with the legions of clients who follow our work and are happy to point out any lawlessness. To date we have perused, challenged, and succeeded in collection of damages from individuals and companies alike. We understand that our work is admired and favoured but it is not there to be taken without permissions.

Any copying of the material or content on www.thinkrugs.co.uk is strictly prohibited. Permissions for image use may be granted following successful application. To apply for consent to use Think Rugs Images and descriptive text, please contact Think Rugs on 01782 747713

2. ORDERING, AVAILABILITY and RESELLING

The minimum commercial order value for new customers is £300.00 ex VAT and shipping. We aim to ensure we have a good product availability; however, we cannot guarantee 100% stock availability. Should you require a large volume of a particular product then please email your request to discuss your requirements.

There is no minimum order value for Direct dispatch orders.

3. HOW TO PLACE AN ORDER

There are several ways to place an order.

- You can submit your order via our wholesale site at www.thinkrugs.co.uk You must be a registered user to view this site. If you have not yet registered please visit our website to create an account. Follow the prompts and submit your information.
- Telephone the Think Rugs office and speak to a representative on 01782 747713. Please reference the full variant code including the product range names, codes, colours & sizes when placing your order this way.

- For direct to customer orders, you would be required to complete a master copy spreadsheet, the document will be sent to you on request (*online retailers*)
- You may prefer to email your order to your account manager; you would need to complete an order form template. This is available on request.

4. BACKORDERS

Out of stock goods can be backordered but will not be shown on your invoice. Once back-ordered goods become available and in stock they will be dispatched out to you without duplication. Please note that you will not be notified prior to the dispatch. If you wish to cancel any backorder or prefer to not have backorders listed at all, please inform a member of staff on the Think Rugs office number 01782 747713.

Any backorders that are outstanding for more than six months will be removed, if you still require the item to remain on backorder you would be required to re-place the order.

Backorders placed with an order that totals under £300.00 net will be shipped on the same terms as outlined in shipping section above. Backorders placed on orders that total over £300.00 net will carry no shipping charges.

5. CONTRACT and PAYMENT

We will send you an order acknowledgement once your order has been received and a pro forma invoice will be sent via email once order quantities have been confirmed. Payment can be made either via BACS transfer or can be settled using any major debit card. If you wish to pay via BACS transfer, please contact us for bank details. Please note we do not accept payment by credit card.

We do not currently offer credit facilities and therefore orders will not be dispatched until payment has been made in full.

6. SHIPPING

Commercial Shipping costs

Our shipping charges outlined below are only to the UK mainland EXCLUDING the Scottish Highlands, offshore islands & Northern Ireland. Should you live in the Scottish Highlands, offshore islands, or Northern Ireland, or outside the UK then please contact us to discuss your requirements.

We offer free delivery for all orders over £300.00 excluding VAT. For orders under £300.00 + Vat the shipping charge is based on weight, £12.50 for 20kg + £0.30p for each additional kg thereafter.

Should you wish to collect your order from our warehouse, please inform us when placing your order and you will be notified by email when your order is ready for collection. Orders must be collected within 72 hours of notification that your order is ready for collection.

You are responsible for ensuring that all the details you give are correct as we cannot be held liable for any mis-delivery arising out of incorrect information that you have provided.

We will process your order as quickly as possible, usually within three working days. Our working days are Monday – Friday excluding Bank Holidays. We will send you an email on the day that we despatch your order or when your order is ready to collect. Once despatched your goods will normally be delivered within 2 working days.

These lead times and delivery times are not binding.

Delivery usually takes place between 9am and 6pm, Monday to Friday. Please note that some delivery drivers may operate outside these times. We are unable to accept specific requests for times or dates.

Please ensure there is someone available to sign for and unload the delivery, using your own equipment where necessary. Once unloaded if your delivery consists of more than one unit or pallet. Ensure you check the delivery note and sign for the correct quantity. If there are any signs of damage to your consignment, please notify the driver and report to us immediately on 01782 747713 this information must be noted on the delivery manifest. If you suspect significant damage has been caused, please do not accept the delivery, and report this to the Think Rugs office.

7. RESIDENTIAL SHIPPING COSTS

Our residential shipping charges are outlined in our Tariff sheet which is available on request.

Should you wish to collect your order from our warehouse, please inform us when placing your order and you will be notified by email when your order is ready for collection. Orders must be collected within 72 hours of notification that your order is ready for collection.

You are responsible for ensuring that all the details you give are correct as we cannot be held liable for any mis-delivery arising out of incorrect information that you have provided.

We will process your order as quickly as possible, usually within one-two working days. Our working days are Monday – Friday excluding Bank Holidays. We will send you an email on the day that we despatch your order or when your order is ready to collect. Once despatched your goods will normally be delivered between 1-2 working days.

These lead times and delivery times are not binding.

Delivery usually takes place between 9am and 6pm, Monday to Friday. Please note that some delivery drivers may operate outside these times. We are unable to accept specific requests for times or days.

8. FAILED DELIVERIES

(Direct to customer) – Our courier will attempt delivery and leave a calling card if no one is at the address. They may attempt to leave the goods with a neighbour or at local post office. This will be noted on the calling card, if it is not possible for the goods to be left the courier will attempt to deliver again the following day. If the delivery is unsuccessful on the second occasion the parcel will be returned to their delivery depot, again this information would be noted on a calling card. The goods would remain at the local depot for up to 3 weeks after the dispatch date. Goods not collected in this time will then be returned to our warehouse.

If the item has not been received and you have not received a calling card, we would expect the customer to make contact chasing the item within 3 working days from expected arrival date.

9. RETURNS

Any shortages on delivery must be reported to the delivery driver and reported Think Rugs immediately on 01782 747713 this should be noted on the delivery manifest with the driver. For palletised goods, all shortage claims should be reported within 3 working days and shall be waived if they fall outside this timescale.

We do not accept returns of unwanted or non-faulty items.

Faulty or Damaged goods must be reported within 14 days of receipt of goods.

Products that need to be returned to us should be accompanied by a completed returns form, for inspection. On receipt of the returned goods, we will inspect the products. If liability is accepted,

we will replace or credit you for the cost of the goods and where necessary postage costs. Liability will never exceed the value of the goods.

Prior to sending items back please complete a Damaged, Faulty, or incorrect rug query form available on www.thinkrugs.co.uk, you may also request a copy of the form with the Think Rugs office. All forms must be sent via email to returns@thinkrugs.co.uk. Please note that it may take up to three working days to receive a response to your query.

10. AMENDING OR CANCELLING AN ORDER

Orders received by us are processed immediately and go straight into our warehouse to be picked. We regret that, once you have placed your order and payment has been received, we cannot cancel or amend it unless under extreme circumstances. Any changes or cancellations may incur an administration charge.

11. OWNERSHIP and RISK

Transfer of risk passes from us (Think Rugs) to you once you have accepted delivery of the order. Ownership of the goods shall not pass to you until we have received in full cleared funds of all sums due in respect of the order. We shall be entitled to recover payment for the goods even though ownership of any of the goods has not yet passed from us.

Notwithstanding delivery and the passing of risk, property in and title to, the goods shall remain with the seller until the seller has received payment of the full price of:

(a) all Goods and/or Services the subject of the Contract

(b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.

12. LIABILITY

Risk of damage to or loss of the goods passes to you at the time of delivery to you.

We do not offer a warranty. The products are covered by the sales of goods act and are subject to 'reasonable use' rules. implied by law for business-to-business sales.

13. COPYRIGHT/TRADEMARKS/DATA PROTECTION

All rights in the designs and information on our website are owned by us. They are protected by copyright, trademarks, and other intellectual property rights.

You may view our website for the sole purpose of placing an order, product information or opening a trade account with us. The materials viewable on our website may not be used for any other purpose including copying imagery unless permission has been granted by Think Rugs for selling purposes.

We will use the information which you provide and the records of items you buy to constantly monitor and improve our service and for marketing purposes in accordance with our Privacy Policy.

14. FORCE MAJEURE

We (Think Rugs) are not liable for any delay or failure to perform any of our obligations if the delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, accidents, acts of terrorism, war, fire, strikes, lock outs, failure of any communications including telecommunications or computer systems, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we shall be entitled to a reasonable extension of its obligations.