

**Ecotile Flooring Limited**  
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## Terms & Conditions of Sale

### The following conditions are applicable:

1. These Conditions of Sale apply to all contracts for the sale of Goods and Services by us **Ecotile Flooring Ltd** to you to the exclusion of all other terms and conditions. Any order from you gives rise to a binding contract with us only when we have notified you in writing that the order is acceptable or when we have made delivery of Goods to you (if sooner).
2. **Quotations:** All sales are subject to Ecotile Flooring Ltd standard terms and conditions. It is the customer's responsibility to check and confirm all measurements, dimensions and quantities. Ecotile Flooring Ltd cannot accept responsibility for any shortages or errors once the quotation has been accepted. In the event that extra material, labour or additional transport or equipment is required we reserve the right to charge the customer for all extra materials, labour and additional costs that may be incurred. In the event that we are undertaking installation please be aware that it is the Customer's responsibility to ensure that the installation area has been cleared of all moveable items and the floor swept prior to our installation team commencing work. The tiles must be left in the installation area to acclimatise for a minimum of 24 hours before installation commences. Failure to comply with instructions may result in an additional charge being made. We reserve the right to charge for any unforeseen repair work / alterations that may be required to allow installation to be completed, for example if the floor has been damaged by the removal of the old floor finish or to cut down doors to fit.
3. **Specifications:** All illustrations and specifications are given as a general idea of the Goods described and do not form part of a contract. We reserve the right to incorporate changes or make substitutions without prior notice.
4. **Prices:** Prices quoted exclude Value Added Tax. Every effort is made to charge the prices set out in our most current catalogue/ price list; however we reserve the right to increase the price payable for Goods without notice. Prices stated exclude carriage costs and are ex-works.
5. **Delivery and Packing**
  - 5.1 Delivery dates are estimates only and we shall not be liable for any loss or damage resulting from any act of God, war or riot, extreme weather, strikes or any other events, which are beyond our control.
  - 5.2 We reserve the right to deliver goods by instalments, each instalment being treated as a separate contract.
  - 5.3 Risk in Goods will pass to you on delivery and you should insure accordingly.
  - 5.4 Goods will be delivered at the point most convenient to our carrier. Further transfer or installation within your premises, particularly for large or heavy items, must be arranged prior to delivery and will be charged extra.
6. **Installation and Project Management**
  - 6.1 All work relating to installation and project management is quoted for on the understanding that the site area will be clear and ready for **Ecotile Flooring Ltd** to commence work. Any delays or cancellations that are caused as a result of factors beyond our control or where the floor area has not been cleared will be charged for at the standard daily rate.
  - 6.2 We reserve the right to charge for any making good / floor repairs that may be required and that we could have not anticipated required doing when we quoted the project due to equipment, old floor coverings or for any other reason that may have prevented us from seeing the true condition of the floor at the time the site was surveyed.
  - 6.3 In the event of shortage of material due to the customers plans or the measurements provided being incorrect or failing to allow a sufficient wastage or cutting allowance we will charge for all extra material required at the pro rata rate originally quoted. If we need to revisit site to complete the installation the additional time and labour involved will also be charged at the prevailing rate.
  - 6.4 A minimum of 72 hours notice must be given if it is necessary to cancel an installation. Failure to do so will result in a charge of 50% of the quoted installation charge.
7. **Claims**
  - 7.1 Claims for loss or non-delivery of Goods, damage, short delivery or non-compliance with description must be notified in writing with us within 3 (three) days of the delivery date. Original packaging must be returned with any damaged Goods. Claims will only be considered if these conditions are met. Our liability shall be limited to replacement free of charge or refund of the proportion of the price attributable to Goods undelivered or damaged at our option.
  - 7.2 Goods are not sold for any particular purpose. We shall not be liable to you for any indirect or consequential loss arising out of or in connection with the sale of Goods to you.
  - 7.3 Consistency of colour – all orders will be fulfilled from a single production batch. In the event of additional tiles being required as a separate order we cannot guarantee colour consistency of tiles between batches.

## 8. Payment

- 8.1 In the absence of a credit account, all first orders will be accepted on a proforma basis. In the event of a credit account being opened, a 30% deposit will be required with first orders.
- 8.2 Credit accounts are opened after first order subject to status and are strictly net and payable within 30 days of receipt of Goods. Otherwise net cash prior to delivery. No set-off is permitted for any reason.
- 8.3 Where only part of the Goods ordered are despatched, payment shall be made of the contract price attributable to that part.
- 8.4 Payment by cheque shall be treated as received once your cheque has cleared. In the event of late payment we reserve the right to charge interest at the daily rate of 4% per annum above the base rate of HSBC Bank plc both before and after judgment.
- 8.5 If any payment falls into arrears or you are the subject of any insolvency or related proceedings you must immediately notify us and we will have the right to cancel or postpone any contract, wholly or in part, and to be paid immediately for performance or part performance of any contract to date.
- 8.6 Any discounts that are quoted will only be allowed if we receive payment within our stated payment terms, which are thirty days from the date of our invoice.
- 8.7 In the event of installation of tiles being postponed for any reason, the Goods will become due for payment 30 days from the date of delivery to site. Subsequent installation charges will become due for payment 30 days after installation completion date.

## 9. Title and risk

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address or whatever such address they instruct us to make delivery to.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer or any third party until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer and / or any third party who has taken delivery of the goods shall hold the Goods as bailed for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
- 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer or such place as where the goods have been delivered and inspecting them) enter any premises of or occupied by the Buyer or the premises where the goods have been kept, stored or used.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## 10. Cancellation and return of Goods

- 10.1 You may only cancel a Contract with our prior written consent and on the basis that you will indemnify us against any costs or consequent losses.
- 10.2 The return of Goods will not be accepted for any reason without prior written consent and you will pay any consequential costs.
- 10.3 Should any Goods be returned to us for reasons outside of our control then a discretionary 30% restocking charge will apply which will exclude carrier costs, which will be charged extra.
- 10.4 We cannot accept returns of any tiles that have been manufactured to a special colour order.

## 11. Liability

- 11.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 11.3 Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 11.4 In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.
- 11.5 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

## 12. Governing Law and Jurisdiction: Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 13. Entire Agreement: This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

## 14. Third Party Rights: Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 15. Customer Services: To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above. If you are unhappy with any aspect of our service, please contact Senior Partner. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. **Changes to Terms and Conditions of Business:** We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.
17. **Data Protection:** You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

18. **INSTALLATION AND PROJECT MANAGEMENT CHARGES**

1. All installations are quoted subject to prior site survey.
  2. All work relating to installation and project management is quoted on the understanding that the site area will be clear and ready for ECOTILE FLOORING to commence work upon arrival on site.
  3. A minimum of 72 hours notice must be given if it is necessary to cancel an installation. Failure to do so will result in a charge of 50% of the quoted installation fee.
  4. If we are unable to commence installation once we have arrived on site for any reasons beyond our control these delays or cancellations will result in a charge of 75% of the quoted installation charge.
  5. It is the customer's responsibility to ensure that the materials are within the immediate vicinity of the work area and that they have been stored in accordance with our installation guidelines.
  6. Unless otherwise advised in writing prior to commencement of work it is the customer's responsibility to provide adequate facilities for the disposal of all waste material and packaging.
  7. **Ecotile Flooring Ltd** standard charges are based upon installations of 8 hours between the hours of 8am and 6pm Monday to Friday, and are quoted subject to a site survey being undertaken prior to installation, as follows:
    - a. Daily Rate £695 for 2/3 fitters including travelling time OR
    - b. £5.00 per m<sup>2</sup> for 150m<sup>2</sup> to 500m<sup>2</sup>
    - c. £4.00 per m<sup>2</sup> for projects over 500m<sup>2</sup>
    - d. Esd installations £6.00/m<sup>2</sup> to include installation of grounding kit
    - e. For projects with a high percentage of cutting please per day rate or refer to Ecotile for a quote.
- Rate for non-standard work / extras
- f. Lifting old floor coverings – Add £1/m<sup>2</sup> (plus cost of skip for disposal if necessary) g. Gluing of EcoTile – Add £1/m<sup>2</sup>
  - h. Moving of equipment, furniture etc. – 0.50p/m<sup>2</sup>

There is an additional charge for installations undertaken during the following times:

Mon - Fri 6pm – 8am / Sat & Sun 8am – 4pm: add extra £1.50 per m<sup>2</sup>  
 Sat & Sun 4pm – 8am / Bank Holidays: add extra £2.50 per m<sup>2</sup>

8. **Interruptions & Delays:** Our quote for installation will be a fixed price unless we are unable to complete the installation within the specified time due to factors beyond our control such as other tradesmen being given priority to the work area thus preventing uninterrupted access to complete installation, interruptions caused by fire alarms, security alerts or industrial action, the site not having been cleared prior to start of the installation, site inductions etc. Ecotile Flooring Ltd reserve the right to make additional charges for all extra hours that may be incurred in addition to the standard 8 hour working day as a result of any circumstances as detailed above. All charges will be based on the following fee scale.

DAYS	TIMES*	Additional Cost
Mon – Fri	0800 to 1800	£27.50 per hour / per fitter
All other times		£40 per hour / per fitter

**POINTS TO CONSIDER BEFORE YOU START INSTALLATION:**

- **LOOSE LAY OR GLUE? ecotile** can be installed over any hard surface and in most situations will not require gluing. We recommend gluing the tiles in the following situations:
- **DIRECT SUNLIGHT** (Shop fronts, south facing loading bay, sky lights etc.) It is advisable to glue the tiles in areas subject to direct sunlight such as glass fronted entrance foyers, shop fronts, south facing loading bay doors etc. It is possible that the tiles in direct sunlight will get very hot and expand at a faster and higher rate than the remainder of the floor.
- **HEAVY TRUCKS AND/OR TIGHT TURNING CIRCLES** - Certain fork lift and pallet truck designs can cause a problem, heavy trucks with small wheels, especially electric trucks where the battery is located over the main drive wheel. If you use this type of vehicle we strongly advise you to test the tiles with the trucks before making a decision on which thickness to use (7 or 10mm ecotile and/or consider gluing the tiles).
- **EXTERNAL HEAT SOURCES / CATALYTIC CONVERTERS:** Ovens, furnaces and catalytic converters can make the floor extremely hot and may cause the tiles to expand. To avoid this problem glue the tiles in the area in front of the oven or where the catalytic converter will sit when the car is parked.

- **STAINING / DISCOLOURING**
- **STAINING FROM RUBBER TYRES:** It is possible that certain rubber tyres and wheels may stain the tile (and many other types of flooring). This is a result of a chemical reaction that occurs between the anti-oxidant that is used in some rubbers and the plasticizer used in vinyl. The stain/reaction is brown in colour so is less visible in certain colours of tile (dark grey, terracotta and black). **ecotile** recommends that if your application is susceptible to staining from tyres, hair dyes and other harsh chemicals, you consider the application of our anti-colour /anti-stain 2 part solvent free waterborne polyurethane sealer. Please contact us for further information.
- **UV STABILITY – ecotile** is not recommended for external use and the colours are not UV stable.
- **BATCH CONTROL:** We are unable to guarantee 100% colour consistency between individual production batches. Each individual order will be supplied from a single batch but in the event that you need additional tiles or wish to extend the area we cannot guarantee subsequent orders will be supplied from the same batch.
- **SURFACE FINISH / PATINA / WITNESS MARKS – ecotile** is designed to provide exceptional durability + simple installation. This is achieved by the unique interlocking design and method of production. The method of manufacture may result in a witness mark being visible in the tile at the central injection moulding point and along the flow lines from the centre and around the external edge of the tile, the mark cannot be avoided. Please check the tiles, if the marking is unacceptable do not continue with installation as we will not accept responsibility to replace or refund the cost of any goods after 10m<sup>2</sup> or more have been installed if the markings are subsequently deemed unacceptable.