

Terms and Conditions

1. These conditions shall form the basis of the Contract between Seller and Buyer. Notwithstanding anything to the contrary in Buyer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by seller. No servant or agent of Seller has power to vary these conditions orally, or to make representations or promises about the conditions of the Goods, their fitness for any purpose or any other matter whatsoever unless otherwise stated below.
2. The Contract of Sale shall be effective as an offer to purchase the Goods by Buyer upon the terms and conditions herein upon signature or other actions by Buyer and a fully executed contract for the purchase and sale of the Goods upon counter signing by Seller. An order may only be cancelled or varied with Sellers consent; the giving of Sellers consent shall not in any way prejudice the Sellers right to recover from Buyer full compensation for any loss or expense arising from such cancellation or variation.
3. Retention of Title
  - (a) Buyer acknowledges that before entering into an agreement for the purchase of any Goods from Seller it has expressly represented and warranted to the Seller that it is not insolvent and it has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver, to petition for winding-up of the company or exercise any other rights over or against the companies assets.
  - (b) Goods the subject of any agreement by Seller to sell shall be at the risk of Buyer as soon as they are delivered by Seller to Buyers vehicles or premises or otherwise to Buyers order.
  - (c) Such Goods shall remain the sole and absolute property of Seller as legal and equitable owner until such time as Buyer shall have discharged its total indebtedness to Seller in respect of all goods supplied by Seller to Buyer under any contract between them.
  - (d) If payment is overdue in whole or in part Seller may (without prejudice to any of its other rights) recover or recall the Goods or any of them and may enter upon Buyer's premises for that purpose. These conditions constitute authority for any third party authorised by Seller to enter upon any other premises wheresoever the Goods are situated for the purpose of recovering the Goods or any of them.
  - (e) Buyer acknowledges that it is in possession of Goods solely as bailee of Seller until such time as Buyer has discharged its total indebtedness to Seller in respect of all goods supplied by Seller to Buyer under any contract between them.
  - (f) Until such time as Buyer becomes the owner of the Goods, it will store them in its premises separately from its own Goods or those of any other person or company and in a manner which makes them readily identifiable as the property of Seller.
  - (g) The Buyer's right to possession of the Goods shall be determined if it not being a company, commits an act of bankruptcy or if it, being a company, does anything or fails to do anything which would entitle a receiver to take possession of Buyers assets or which would entitle any person to present a petition for winding-up of the company. Seller may for the purpose of recovering its Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-possess the same.
  - (h) Buyer has authority to sell on and deliver the Goods to a sub-purchaser subject to the following conditions:
    - i. in entering such an Agreement Buyer acts as Agents and Bailee of Seller, wether Buyer purports to sell on its own account or not, and
    - ii. the full proceeds of the sub-sale are held in trust for Seller until such time as Buyer discharges its total indebtedness to Seller in respect of all goods supplied by Seller to Buyer under any contract between them. This sub-paragraph is to apply even if Seller has not required Buyer to make formal assignment of the proceeds of sale, or given notice thereof, and shall be binding against a receiver administrator liquidator or trustee in bankruptcy of Buyer, and
    - iii. the full proceeds of sub-sale are not mingled with any other monies of Buyer and are at all times kept in a separate account and are identifiable as Sellers money and
    - iv. the full proceeds of sale are not used, drawn upon, borrowed against, advanced, loaned, pledged or otherwise dealt with by Buyer in any way save as set out herein.
  - (i) If Buyer has not received the full proceeds of any such sub-sale within 7 days thereof, the Buyer shall:
    - i. give notice to Seller of the non-payment and
    - ii. assign to Seller all Buyers rights against the sub-purchaser of the Goods, if requested to do so by Seller, and
    - iii. if such assignment is requested to give notice of the same to the subpurchaser
4. The Seller shall arrange for delivery of Goods to Buyer's premises at the address stated in this Contract for Sale. Delivery to non-account customers shall be conditional upon payment by such Buyer in accordance with the terms of this Contract for Sale. Seller reserves the right to make delivery in part loads to Buyer over a period time in respect of one order.
5. Full settlement of accounts must be made in respect of Goods which Seller has notified Buyer are ready for delivery promptly upon receipt of such notice unless Buyer is an account customer in which event payment is required within 30 days of the date of the invoice accompanying any delivery of Goods.
6. Seller reserves the right to:
  - (a) Charge interest at the rate of 3% per month or fraction thereof on accounts unpaid after expiration of 30 days from invoice date.
  - (b) Charge a reasonable cancellation fee upon cancellation or other refusal by Buyer of all or any of the portion of the Goods (minimum of 15%).
  - (c) Charge Buyer for any costs incurred in collecting the contract price from Buyer, including without limitation lawyers' fees and bank charges for returned cheques.
7. No returns will be accepted after 7 days from the receipt of the Goods.
8. Seller shall not be bound to accept the return of any Goods from Buyer which have been returned to Buyer by a sub-purchaser unless Seller has agreed to the return, and the Goods exceed the contract price hereunder for such Goods.
9. The Statutory Law and customary implied conditions and warranties are all expressly excluded as far as is legally permissible; this exclusion comprises each and every condition or warranty which might, but for it, have been implied by any statute or by common law or custom.
10. In no circumstances shall the company be liable for consequential damage or loss howsoever arising as a result direct or indirect of any failure or alleged failure or defect in the Goods.
11. Failure of Seller to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right but the obligation of Buyer with respect to such future performance shall continue in full force and effect.
12. Four Counties reserve the right to alter prices at any time.



Sandvale AD016



Tawny AD098



Dusk AD007



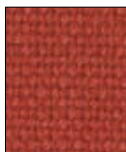
Sea Blue AD017



Granite AD009



Riviera AD123



Cinnamon AD111



Rosevale AD015



Bouquet AD096



Adriatic AD001



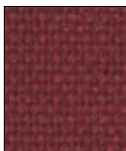
Hare AD210



Delta Blue AD026



Red AD014



Wine AD020



Raspberry AD127



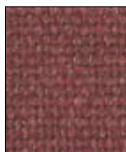
Purple AD118



Fjord AD125



Lakeside AD097



Cranberry AD005



Fox AD119



Damson AD093



Bugle AD211



Chickadee AD212



Clipper AD126



Peat AD131



Grape AD029



Beetroot AD116



Trent AD214



Nightshade AD011



Cobalt AD004



Match AE041



Racket AE056



Set AE057



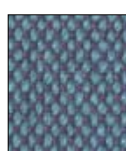
Umpire AE064



Title AE046



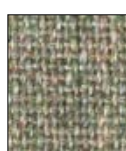
Smash AE058



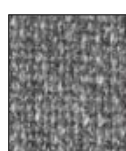
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Aquarius AD031



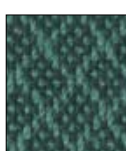
Crystal AD006



Mineral AD010



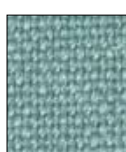
Court AE045



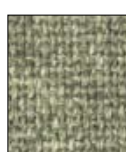
Rally AE065



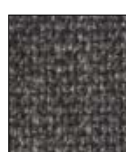
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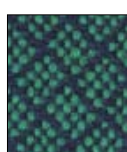
Kingfisher AD122



Leaf AD030



Pewter AD072



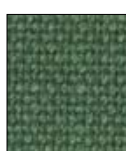
Volley AE059



Ashe AE061



Trident AD124



Aqua AD002



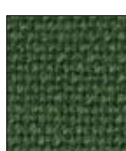
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Graphite AD066



Hobbit AD213



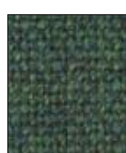
Shamrock AD121



Largo AD112



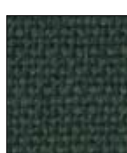
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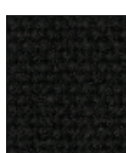
Persian AD101



Charcoal AD028



Aztec AD113



Black AD055

Due to restrictions in the printing process, colour of furniture and fabrics may vary from those shown