

MADARAFF LIMITED

GENERAL TERMS AND CONDITIONS OF SALE (Revised - December 2011)

1. In these conditions all references to “Madaraff” are to “Madaraff Limited”.
2. These conditions override any differing conditions, which may appear on any order enquiry or other document received by Madaraff and apply to all orders accepted by Madaraff for the sale or supply of goods. No change to these conditions will be effective without Madaraff’s written consent.
3. **Price/Payment:**
 - All prices are net. Orders are accepted according to the company’s price ruling at the date of despatch and are subject to alterations without prior notice.
 - All new customers will be issued with a pro-forma invoice; the total value of the goods ordered must be received and cleared in favour of Madaraff before the order will be processed.
 - Payment terms for existing customers are net 30 days from date of invoice and credit will only be given to customers at Madaraff’s discretion upon receipt of 2 satisfactory trade references. Madaraff reserves the right to require alternative payment terms, including, without limitation, payment in advance.
 - Madaraff reserves the right to charge interest on any amounts unpaid at the end of this period of 30 days at 3% above the Base Rate for the time being in force of HSBC Bank PLC, and the Buyer shall be liable for any costs incurred by Madaraff in recovering such amounts.
 - Invoice queries must be notified to Madaraff within 10 working days of the date of the invoice, at the end of which period any liability of Madaraff will cease.
 - Payment can be made by:
Cheque; Credit / Debit card or by BACS.

Cheques should be made payable & sent to:
Madaraff Limited
2 Old School Road
Guestwick
Nr Dereham
Norfolk
NR20 5QD.

4. **Orders:**
 - The minimum order value is £100 net.
 - No order is binding on Madaraff until accepted by Madaraff’s issue of an acknowledgement of order.
 - Madaraff reserves the right to keep the full deposit if the order is cancelled before shipment. Deposits can only be refunded when no manufacturing has begun on any part of the order.
5. **Carriage:**
 - Carriage in UK Mainland is paid on orders exceeding £150 net.

- Orders below £150 net will attract a minimum £10.00 carriage charge.
- For those customers in other regions we will agree the cost prior to despatch.

6. Despatch:

- Delivery is approximately 3 to 5 working days from the acknowledgement by Madaraff of the written order.
- Any time or date for delivery (whether stated in Madaraff's acknowledgement of order or elsewhere) is an estimate only and Madaraff will not be liable for any delay in delivery for any cause. Madaraff reserves the right to make part shipments or part deliveries at its discretion.
- The company shall not be liable for (a) any failure to deliver caused by or resulting from any cause beyond its reasonable control (b) any consequential loss or damage arising from any cause whatever (whether or not attributable directly or indirectly to the acts defaults or negligence of Madaraff or any of its servants agents or contractors) or (c) any shortage or defect in goods supplied by it unless written notice is given to Madaraff.
- Any claim against Madaraff shall be limited to the purchase or order price of the goods in respect of which the claim is made.
- Madaraff must be notified within 24 hours of receipt of merchandise for any shortage or breakages. Without such notification, it will be considered that the customer has completely accepted the order as shipped and invoiced.

7. The title in all goods delivered shall remain vested in Madaraff until all sums due or owing by the buyer to Madaraff have been paid in full. If the buyer sells the goods to any third party the buyer shall hold the proceeds of the sale on trust for Madaraff to the extent of all sums due or owing to Madaraff.

8. Madaraff cannot be held responsible for any misrepresentation associated with any product or price contained in catalogues, pricelists or on our web site. Due to digital limitations colours in the brochures or internet images might appear different than the real product colour.

9. Dyed natural raffia is non colour-fast. As all our products are handmade, sizes are only approximate and there may be slight variations in shades of colour.

10. The product policy of Madaraff is of continuous improvement and the specification of any product may be changed without notice at any time.

11. The law of England and Wales shall apply to these conditions and to all contracts for any goods sold and delivered by Madaraff.

MADARAFF LIMITED
Registered in England No. 5305643