



Brintons



COMMERCIAL CONDITIONS OF SALE

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES (COMMERCIAL)

I. DEFINITIONS AND INTERPRETATION

1.1. In these terms and conditions ("Conditions") the following terms have the following meanings:

"Background IPR"	means all Intellectual Property Rights which (i) are owned by or licensed to a party prior to the date of the Contract, and/or (ii) were developed by a party other than as a result of, or in connection with, the Contract regardless of the date of creation;
"Bribery Laws"	means the Bribery Act 2010 and all applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
"Brintons"	Brintons Carpets Limited a company registered in England with company number 07749331 whose registered office is at Wyre Forest House, Finepoint Way, Kidderminster, Worcestershire, DY11 7WF;
"Confidential Information"	means any and all information acquired by the Customer about Brintons' business and/or given by Brintons to the Customer and/or generated by the Customer from Brintons' information, including (without limitation) any Specification;
"Contract"	the agreement between Brintons and the Customer for the sale and purchase of the Goods and/or Services incorporating these Conditions, the Quotation and the documents referred to in these Conditions and/or in the Quotation;
"Customer"	the company who agrees to purchase the Goods and/or Services from Brintons subject to these Conditions;
"Customer Specification"	any specifications, instructions or designs submitted by the Customer;
"Documents"	any and all plans, drawings, designs, artwork, photographs, models, patterns, specifications, samples, data, programs, discs, tapes, digital transmissions, computer aided design, technical information and any other materials and/or works of any description supplied by Brintons (including any produced in accordance with the Customer Specification) in whatever form including (without limitation) written, electronic, oral or three dimensional materials;
"Estimated Supply Date"	the date on which Brintons estimates that the Goods will be delivered to and/or the Services will be performed at the Supply Address;
"Foreground IPR"	means all Intellectual Property Rights created, developed or produced by or on behalf of Brintons as a result of, or in connection with, the performance of its obligations under the Contract;
"Goods"	the goods which Brintons is to supply to the Customer set out in the Quotation;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, know-how, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights to invention, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all rights of action for infringement of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
"Law"	any statute, law, statutory instrument, enactment, order, regulation or other similar instrument having the force of law;
"Liability"	liability for actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities;
"Modern Slavery Policy"	means Brinton's modern slavery policy available at https://www.brintons.net/modern-slavery-act ;
"Order"	the Customer's written acceptance of the Quotation;
"Quotation"	Brintons' written quotation in respect of the supply of the Goods and/or Services by Brintons;
"Services"	Brintons technical specification for the Goods which is available on request;
"Specification"	Brintons technical specification for the Goods which is available on request;

“Supply Address”	<p>the address for delivery of the Goods, which shall be:</p> <p>(a) in the case of Goods:</p> <p>(i) Brintons' principal place of business; or</p> <p>(ii) the Customer's address as notified separately by the Customer to Brintons;</p> <p>(b) in the case of Services, the Customer's principal place of business unless specified otherwise in the Quotation; and</p>
“Working Day”	means any day from 8.30 am until 5.00pm on any day which is not a Saturday, Sunday or public or bank holiday in England.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to all contracts for the sale of Goods and/or Services entered into by Brintons. By placing an Order the Customer agrees to deal with Brintons on these Conditions to the exclusion of all other terms, conditions, warranties or representations (including any terms or conditions which the Customer purports to apply under any Order, specification or any other document).
- 2.2. No variation to these Conditions shall be binding unless made in writing and signed on behalf of Brintons.
- 2.3. Brintons' employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by Brintons in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed. The Customer irrevocably and unconditionally waives any right it may have to claim damages for and/or to rescind the Contract as a result of any misrepresentation whether or not contained in the Contract unless such misrepresentation was made fraudulently.
- 2.4. Any advice or recommendation given by Brintons or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and/or Services which is not confirmed in writing by Brintons is followed or acted upon entirely at the Customer's own risk and accordingly Brintons shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Brintons shall be subject to correction without any liability on the part of Brintons.

3. SALE AND PURCHASE

- 3.1. Each Order be deemed to be an offer by the Customer to buy Goods subject to these Conditions and shall be binding on the Customer, but shall not bind Brintons until Brintons has accepted that Order in writing.
- 3.2. The Customer shall ensure that the terms of its Order and any applicable Customer Specification are complete and accurate.
- 3.3. Each Quotation is given on the basis that no Contract shall come into existence until Brintons accepts in writing any Order placed in respect of the Quotation. Each Quotation is valid for a period of 30 (thirty) days only from its date, provided that Brintons has not previously withdrawn it. Brintons shall be entitled to vary or withdraw any Quotation at any time before the Contract is formed.
- 3.4. The Customer shall not be entitled to cancel in whole or in part any Order, except where such cancellation has been accepted by Brintons subject to the conditions specified in clause 3.5.
- 3.5. If at any time following the placing of the formal Order, the Customer cancels such Order, and this cancellation is accepted by Brintons, then the Customer shall pay the price for Goods and/or Services specified in the Quotation in full. Brintons will issue an invoice for the full amount due, which shall be payable by the Customer in accordance with the terms set out in these Conditions. For the avoidance of doubt if any Order is cancelled at any time the full amount of any deposit will be retained by Brintons.
- 3.6. Confirmation of Orders previously placed must be clearly marked **“CONFIRMATION OF ORDER”**. If the Customer does not do so then the Customer will be liable for both the original and duplicate Order, subject to any concession which Brintons may in its absolute discretion give.
- 3.7. Brintons agrees to supply the Goods and/or Services to the Customer on the terms of these Conditions, in consideration of payment of the price by the Customer.

4. SPECIFICATION

- 4.1. All samples, drawings, descriptive matter, specifications (other than the Specification) and advertising issued by Brintons and any descriptions or illustrations contained in Brintons' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract and this is not a sale by sample.
- 4.2. If the Goods and/or Services are to be manufactured or any process is to be applied to them by Brintons in accordance with any Customer Specification, the Customer shall be solely responsible for the suitability and accuracy of the Customer Specification.
- 4.3. Any Customer Specification will be binding on Brintons only once Brintons has accepted the Customer Specification in writing.
- 4.4. Once the Customer Specification has been accepted by Brintons the Customer shall not be entitled to alter or vary the Customer Specification without Brintons' prior written consent which may be given subject to variations of the other terms of the Contract.
- 4.5. Brintons reserves the right to make any changes in the specifications of the Goods and/or Services which are required to conform with any applicable safety or other requirements or which do not materially affect their quality or performance.
- 4.6. Whilst Brintons will use reasonable endeavours to manufacture the correct size of Goods, slight variations are unavoidable and Brintons shall be deemed to have fulfilled the Contract where the Goods are within the tolerances given in BS EN 14159:2014. Without prejudice to the generality of the foregoing:

- 4.6.1. For carpets sold as a piece or a roll a tolerance of +/- 1.25% applies to the width and +/- 1.0% to the length.
- 4.6.2. For rugs and runners a tolerance of +/- 2% applies to the width and length dimensions.
- 4.6.3. For tiles +/- 0.5% on nominal dimensions.
- 4.6.4. For all carpets a tolerance of +/- 3% applies to each fibre content of the pile yarn or use surface material.
- 4.7. The Customer is advised to order such quantities of carpet as required to take into account these tolerances.
- 4.8. Whilst Brintons will use reasonable endeavours to colour match if requested in the Order, it may not be possible to match colours of Goods ordered at different times.
- 4.9. Brintons reserves the right to produce the Goods in a country other than the country in which samples of Goods, which have been supplied to the Customer, were produced.
- 4.10. Cut lengths will not be bound unless specifically requested and, if so requested, binding will be charged at Brintons' current rates as confirmed by Brintons in writing.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All Background IPR shall remain the property of the party who owns it or the third party who licenses it to that party as at the date of this Agreement.
- 5.2. Unless otherwise agreed by Brintons in writing, all Foreground IPR in all Goods and/or Services shall at all times be and remain the property of Brintons or its licensor. Accordingly, Brintons shall have the sole right to obtain, hold and renew, in its own name and/or for its own benefit patents, copyrights, registrations and other Intellectual Property Rights or other protections arising in or related to such Foreground IPR.
- 5.3. To the extent that exclusive title and/or ownership rights may not automatically vest in Brintons in respect of the Foreground IPR as contemplated by clause 5.2, the Customer agrees to irrevocably assign, transfer and convey to Brintons all rights, title, interest and ownership therein.

Licence granted by the Customer: Customer Background IPR

- 5.4. The Customer grants to Brintons a royalty-free, non-exclusive, non-transferable licence to use, copy and modify the Customer's Background IPR to the extent necessary and for the sole purpose of providing the Goods and/or Services and creating the Documents.

Licence granted by Brintons: Background IPR and Foreground IPR

- 5.5. Brintons grants to the Customer (and its subcontractors, agents and representatives) a non-exclusive, non-transferable, royalty free worldwide licence to use Brintons' Background IPR and Foreground IPR for the purpose of the Customer receiving and using the Goods and/or Services.

Indemnity

- 5.6. The Customer shall indemnify and hold Brintons harmless against all Liability awarded against or incurred by Brintons:
 - 5.6.1. in connection with or agreed to be paid by Brintons in settlement of any claim for infringement of the Intellectual Property Rights of any third party and/or for any breach of applicable Law arising due to the Goods and/or Services being made and/or performed to the Customer Specification; and
 - 5.6.2. as a result of any action, demand or claim that Brintons' receipt or use of the Customer Background IPR infringes the Intellectual Property Rights of any third party.

6. DOCUMENTS

- 6.1. Brintons and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Customer Background IPR.
- 6.2. Brintons grants to the Customer (and its subcontractors, agents and representatives) a non-exclusive, non-transferable, royalty free worldwide licence during the term of the Contract to use, copy and modify the Deliverables for the purpose of the Customer receiving and using the Goods and/or Services.
- 6.3. The Customer may not copy or duplicate the Documents or make any Documents available to third parties without Brintons' prior written consent.
- 6.4. The Documents may be used by the Customer only in connection with the Contract and the Customer may not manufacture or commission any third party to manufacture goods and/or perform services (including but not limited to manufacturing carpets) in accordance with any Documents.
- 6.5. The Customer shall immediately upon Brintons' request permanently destroy or return at Brintons' option all Documents.
- 6.6. The Customer acknowledges that unless expressly agreed by Brintons in writing, Brintons may supply to any third party goods (including, but not limited to, carpets) and/or services manufactured or performed in accordance with any Documents and/or goods and/or services which are the same as or similar to Goods and/or Services supplied by Brintons to the Customer.
- 6.7. Subject to the foregoing provisions of this clause 6, the Customer may submit any Customer Specification to another carpet manufacturer for interpretation or development provided that any such development or interpretation does not infringe upon Brinton's Intellectual Property Rights in any Documents.

7. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

- 7.1. Brintons shall be under no obligation to give the Customer the notice specified in section 32(3) of the Sale of Goods Act 1979.
- 7.2. Unless otherwise agreed by Brintons in writing, the Goods will be delivered EXW (plant of manufacture Poland, Portugal or India) Incoterms® 2010. The Customer shall collect the Goods within 7 (seven) days of Brintons notifying the Customer that the Goods are ready for collection.
- 7.3. The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by Brintons, the Customer shall make those licences and consents available to Brintons prior to the relevant shipment.
- 7.4. The Customer may request Brintons to arrange further transportation, insurance, clearance and payment of customs and duty. If Brintons agrees to do this, this will be subject to agreement in writing by Brintons, and any resulting expenditure made by Brintons and any related charges for its services shall be invoiced to the Customer separately.

- 7.5. Brintons shall use its reasonable efforts to deliver the Goods and/or perform the Services to the Customer at the Supply Address (provided that, in the case of Goods, there is a safe suitable route of access) on or around the Estimated Supply Date, but time of delivery and/or performance shall not be of the essence.
- 7.6. Brintons shall be entitled to deliver the Goods in instalments in which case each instalment shall be treated as an entirely separate contract and any default or breach by Brintons in respect of any such instalment shall not entitle the Customer to cancel any other instalment or treat the Contract as a whole as repudiated.
- 7.7. The Customer shall be deemed to accept the Goods on delivery to or collection from (as appropriate) the Supply Address notwithstanding any late delivery by Brintons. A receipt or delivery note signed by or on behalf of the Customer shall be deemed conclusive proof that the Goods and/or Services have been delivered and/or performed.
- 7.8. Subject to the other provisions of these Conditions Brintons shall not be liable for any Liability caused directly or indirectly by any delay in the delivery of the Goods and/or performance of the Services (even if caused by Brintons' negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 60 (sixty) days.
- 7.9. If the Customer fails to take delivery of or collect the Goods or fails to give Brintons adequate delivery instructions on or before the Estimated Supply Date, then, without prejudice to any other right or remedy available to Brintons:
- 7.9.1. risk in the Goods shall pass to the Customer (including for loss or damage caused by Brintons' negligence);
- 7.9.2. the Goods shall be deemed to have been delivered; and
- 7.9.3. Brintons may store the Goods for a maximum of 90 days until delivery, and the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 7.10. The Customer shall be responsible for all demurrage charges if the Goods do not clear customs on time unless this is due to a breach by Brintons.
- 7.11. If after 90 days from the Estimated Supply Date of the Goods, as notified to the Customer from time to time, the Customer has not taken delivery of or collected the Goods, Brintons may, without prejudice to its other rights and remedies, resell or otherwise dispose of the Goods and clause 12.7 shall apply in respect of those Goods. Brintons will:
- 7.11.1. deduct all costs and expenses for or related to storage prior to sale (including, without limitation, storage and insurance) and all costs and expenses of resale; and
- 7.11.2. if the Customer has already paid for the Goods account to the Customer for any excess of the resale price over the price paid by the Customer to Brintons.
- 7.12. The Customer shall inspect the Goods on delivery or collection and if the Goods are damaged on delivery or collection, or less than the correct amount of the Goods is delivered then, unless the Customer notifies Brintons and the carrier (otherwise than by a note on the delivery note) within 7 (seven) days of delivery or collection no claim against Brintons may be made in respect of damage to or short delivery of such Goods.

8. CUSTOMER'S OBLIGATIONS

- 8.1. The Customer warrants to Brintons that it has the full power and authority to enter and perform this Contract.
- 8.2. To enable Brintons to perform its obligations under the Contract, the Customer shall:
- 8.2.1. co-operate fully with Brintons;
- 8.2.2. manage its own agents, subcontractors, consultants and employees who may be present at the Supply Address and be solely responsible for the acts and/or omissions of such individuals;
- 8.2.3. provide Brintons and its agents, subcontractors, consultants and employees with any information and/or any other materials and/or any assistance which they reasonably require;
- 8.2.4. promptly sign off any plans and documents reasonably required by Brintons for performance of the Services;
- 8.2.5. provide Brintons and its agents, subcontractors, consultants and employees with access to the Supply Address and any other premises and any information and/or any other materials that they reasonably require;
- 8.2.6. obtain all necessary licences, permissions and consents which may be required before commencement of the Services and maintain all necessary licences, permissions and consents throughout the period of the Services;
- 8.2.7. comply with all Laws applicable to the Customer in relation to the Supply Address and the Services;
- 8.2.8. unless otherwise stated in the Quotation, prepare the Supply Address in accordance with Brintons' instructions prior to the commencement of the Services and confirm to Brintons in writing once the Supply Address has been prepared for performance of the Services;
- 8.2.9. if the Services include fitting carpet, remove from the Supply Address prior to commencement of the Services all underlay, gripper rods, carpet and adhesive residue and ensure prior to commencement of the Services that the sub-floor at the Supply Address has been screed and it has set and dried;
- 8.2.10. make available at the Supply Address all such facilities as Brintons may require in order to perform the Services including without limitation, access equipment, heating, lighting, power, a running water supply, welfare facilities and adequate work space;
- 8.2.11. notify Brintons of any and all health and safety risks in relation to the Supply Address prior to commencement of the Services and immediately notify Brintons upon becoming aware of any health and safety risks during the provision of the Services;
- 8.2.12. not cause or allow to be caused (other than by Brintons) any damage to the Supply Address or any fixtures or fittings or moveable items at the Supply Address; and
- 8.2.13. provide Brintons with exclusive access for the duration of the Services to the area in which the Services are to be undertaken.
- 8.3. If Brintons' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants or employees Brintons shall not be liable for any Liability sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 8.4. The Customer shall be liable to pay to Brintons, on demand, all Liability sustained or incurred by Brintons arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Brintons confirming such Liability to the Customer in writing.

9. RETURNS

- 9.1. The return of Goods will not be accepted unless Brintons has given prior written authorisation to the Customer.
- 9.2. Subject to clause 11.7, all transportation costs and in-transit risk of loss and damage to Goods returned by the Customer will be borne by the Customer.

10. PRICE AND PAYMENT

- 10.1. The price of the Goods and/or Services shall be the price set out in the Quotation. The prices set out in the Quotation are not fixed and are estimates only. The price is based on the information provided to Brintons by the Customer and may be revised if:
 - 10.1.1. the Customer requests additional samples beyond normal practice;
 - 10.1.2. the Customer amends the Customer Specification, design and/or the Goods; and/or
 - 10.1.3. additional work is undertaken by Brintons which was not envisaged at the time Brintons prepared the Quotation.
- 10.2. Brintons reserves the right to invoice for additional work carried out in excess of the Quotation on a time and material basis.
- 10.3. If the Estimated Supply Date is delayed through no fault of Brintons, then Brintons reserves the right to review the price of the Goods.
- 10.4. All prices quoted are exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes and the Customer shall pay all taxes, duties, levies and other government charges payable in respect of the Goods and/or Services. If the Customer is required under any applicable Law to withhold or deduct any amount from the payments due to Brintons, the Customer shall increase the sum it pays to Brintons by the amount necessary to leave Brintons with an amount equal to the sum it would have received if no such withholdings or deductions had been made. All quantities are subject to a potential carpet over weave of 3% which will be despatched and invoiced with the order.
- 10.5. Unless otherwise agreed in writing in the terms of any Quotation, all prices are given by Brintons on the basis that the Goods will be delivered EXW (Brintons Carpets Limited (plant of manufacture Poland, Portugal or India) Incoterms® 2010 and the Customer shall be liable to pay Brintons' charges for transport, packaging and insurance together with any additional expenses, licence fees or duties paid or incurred by Brintons delivering the Goods to the Supply Address (when the Supply Address is an address other than Brintons' principal place of business).
- 10.6. Where the Quotation states that a deposit is to be paid by the Customer Brintons shall not supply or start to manufacture or perform the Goods and/or Services until it has received the deposit in full in cleared funds.
- 10.7. Brintons reserves the right, by giving notice to the Customer at any time before delivery and/or performance of the Goods and/or Services, to increase the price of the Goods and/or Services to reflect any increase in the cost to Brintons which is due to any factor beyond its control, any change in delivery dates, addresses, quantities, additional samples or specifications for the Goods and/or Services which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give Brintons adequate information or instructions.
- 10.8. Brintons shall be entitled to invoice the Customer for all amounts due under the Contract in accordance with any invoice schedule set out in the Quotation, or if no schedule is set out, on or within 5 Working Days of delivery of the Goods and/or performance of the Services.
- 10.9. Unless otherwise agreed by Brintons in writing, the Customer shall make payment to Brintons in respect of each invoice in the currency stated on the Quotation or invoice and within the relevant payment period stated in the Quotation or invoice.
- 10.10. Notwithstanding clause 10.7 and/or 10.8, Brintons reserves the right at any time to require that Goods and/or Services are paid for in full in advance of delivery and/or performance.
- 10.11. Time of payment shall be of the essence.
- 10.12. No payment shall be deemed to have been received until Brintons has received cleared funds.
- 10.13. It is the Customer's responsibility to be aware of frauds and scams to help protect itself. Brintons' advertised methods of payment are set out in its invoice and are its preferred ways of receiving payment as they are safe and secure, so if the Customer chooses to use an alternative payment method the Customer may be putting themselves and their funds at risk of scams and frauds. Where the Customer is unsure of payment details it is the responsibility of the Customer to contact Brintons by phone to verbally verify bank details if they receive a payment change request. Brintons accepts no responsibility for fraudulent, negligent or mis-payment of amounts by the Customer. The Customer at all times shall be fully responsible for payment of any due amounts.
- 10.14. Where a debit or credit card payment received by Brintons is subsequently disputed by the cardholder and Brintons agrees to return the funds back to the payer, if there is amounts owing, the Customer will be required to make payment to Brintons immediately.
- 10.15. Brintons reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from Brintons' card acquirer.
- 10.16. Brintons may set and vary credit limits from time to time (which shall be subject to receipt of satisfactory credit references) and withhold all further supplies if the Customer exceeds such credit limit.
- 10.17. If the Customer does not make payment on or before the date on which it is due, interest shall be payable on the overdue amount at the rate which is the greater of the rate in force pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 or 4% above the base rate of Barclays Bank plc from time to time. Interest shall be payable at this rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.
- 10.18. All sums payable to Brintons under the Contract shall become due immediately on its termination despite any other provision.
- 10.19. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Brintons to the Customer.
- 10.20. All payments shall be applied to invoices and to Goods and/or Services listed in such invoices in the order determined in its discretion by Brintons.
- 10.21. If full payment is not received by Brintons by the due date then without prejudice to its rights Brintons shall be entitled:
 - 10.21.1. to sue for the entire price; and/or
 - 10.21.2. to suspend the further provision of Goods and/or Services (without incurring any Liability) until such time as full payment has been paid; and/or
 - 10.21.3. to require the immediate return to Brintons of all Goods agreed to be sold by Brintons to the Customer in which the property has not passed to the Customer in accordance with the provisions of clause 12 below and the Customer hereby agrees to reimburse to Brintons upon demand Brintons' costs or expenses in recovering such Goods.

11. WARRANTY AND LIABILITY

- 11.1. Subject to the following provisions of this clause 11 Brintons warrants that:
- 11.1.1. the Goods will on delivery to the Customer and for a period of 24 months from the date of delivery to the Customer be free from major defects in design, material and workmanship;
 - 11.1.2. the Goods will on delivery comply in all material respects with the Specification and any Customer Specification agreed by Brintons in writing; and
 - 11.1.3. the Services will be performed by appropriately qualified and experienced personnel with reasonable care and skill.
- 11.2. Brintons shall have no Liability under the warranties in clause 11.1 to the extent that:
- 11.2.1. any defects in the Goods and/or Services arise from or due to Brintons' compliance with any Customer Specification;
 - 11.2.2. any defects in the Goods and/or Services arise from fair wear and tear, wilful damage or negligence by the Customer or persons using the Goods and/or Services, abnormal working conditions, failure to follow Brintons' instructions (whether oral or in writing including (without limitation) any online materials provided by Brintons), or misuse or alteration or repair of the Goods without Brintons' approval;
 - 11.2.3. any defects in the Goods and/or Services which are due to incorrect fitting by persons other than Brintons, its employees or agents;
 - 11.2.4. any pile tracking shading or any permanent localised change in the appearance of a carpet brought about by pile tufts leaning in different directions ("**Pile Reversal Complaints**")"; and/or
 - 11.2.5. the Goods are not manufactured by Brintons, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Brintons and which Brintons hereby assigns to the Customer so far as it is able;
- 11.3. Brintons shall have no Liability to the Customer under any of the warranties under clause 11.1 unless any defect and/or fault is notified to Brintons within 10 Working Days of the defect becoming apparent or suspected or when it should reasonably have become apparent to or suspected by the Customer.
- 11.4. In the event of any valid claim under clause 11.1 above being made by the Customer, Brintons shall be entitled to replace or repair the Goods (or the defective part in question) or re-perform the Services free of charge or, at Brintons' sole discretion, refund to the Customer the price of the Goods and/or Services (or a proportionate part of the price to reflect the defective part in question) but Brintons shall have no further Liability to the Customer. The Customer agrees to co-operate in full with Brintons and on reasonable notice to permit the replacement, repair, re-performance and/or refund as applicable and Brintons shall have no further Liability if the Customer fails to do so. Upon receiving in writing the proposed resolution offer the Customer shall have a period of 10 days to accept or reject the proposal.
- 11.5. Brintons will at Brintons' sole option either refund the price, re-perform or repair or replace free of charge any defective Goods and/or Services where the defect is apparent on delivery provided that the defect is notified to Brintons in writing within 10 Working Days of delivery and/or performance of such Goods and/or Services. After this period the Customer shall be deemed to have accepted such Goods and/or Services.
- 11.6. Brintons will at Brintons' option either refund the price of or replace free of charge any Goods missing from a delivery of Goods provided that the missing items are notified to Brintons in writing within 10 Working Days of delivery or, in the event of total non-delivery, this fact is notified to Brintons within 10 Working Days of receipt of the invoice by the Customer. After this period Brintons will have no Liability for any shortage of delivery.
- 11.7. To enable Brintons to assess whether the Goods do not comply with the warranties given by Brintons and/or are defective the Customer shall (within 10 Working Days of Brintons' request) either procure Brintons' access to the relevant premises to enable Brintons to view the defective Goods and/or Services and/or send in accordance with Brintons' instructions the defective Goods to Brintons at its own cost for inspection. If the Customer is required to send the defective Goods to Brintons for inspection and it is subsequently determined by Brintons that the defect is within the scope of its warranties, Brintons shall refund the costs reasonably incurred by the Customer in delivering the defective Goods to Brintons.
- 11.8. Replacement Goods will be provided only on an exchange basis. If Brintons' agrees to provide replacement Goods it shall only be responsible for replacing the defective area and not the complete installation. Where the offer includes provision of replacement goods and the Customer accepts the offer, there shall be a limited 6 month period from the dated offer in which the replacement has to be requested. Production lead time and despatch schedules will then be confirmed. Brintons will not support the offer beyond the 6 month timescale, nor hold in storage available replacement product following its manufacture.
- 11.9. Replacement Goods are warranted as above for the remainder of the original applicable Goods warranty period set out in clause 11.1. Brintons will not have any obligation to de-install or re-install replacement Goods unless agreed in writing between the parties.
- 11.10. Brintons' total Liability to the Customer in connection with any Contract shall not exceed 100% of the amount paid by the Customer to Brintons under the relevant Contract, but to the extent that any of Brintons' Liability to the Customer would be met by any insurance of Brintons then Brintons' Liability shall be extended to the extent that such Liability is actually met by such insurance.
- 11.11. Brintons shall have no Liability to the Customer for:
- 11.11.1. loss of profits or revenue;
 - 11.11.2. special damages;
 - 11.11.3. aggravated, punitive and/or exemplary damages;
 - 11.11.4. consequential losses and/or indirect losses; and/or
 - 11.11.5. business interruption, loss of business, loss of contracts, loss of opportunity and/or production.
- 11.12. Each of the limitations and/or exclusions in these Conditions shall be deemed to be repeated and apply as a separate provision for each of:
- 11.12.1. Liability in contract (including fundamental breach);
 - 11.12.2. Liability in tort (including negligence);
 - 11.12.3. Liability for breach of statutory duty; and
 - 11.12.4. Liability for breach of Common Law and/or under any other legal basis;
- except that clause 11.10 above placing a financial cap on Brintons' Liability shall apply once in respect of all of the said types of Liability.
- 11.13. Nothing in these Conditions shall exclude or limit Brintons' Liability for death or personal injury due to its negligence or any Liability which is due to its fraud or fraudulent representation or any other liability which it is not permitted to exclude or limit as a matter of law.
- 11.14. All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- 11.15. Nothing in these Conditions shall exclude or limit any statutory rights which cannot be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

- 11.16. The limitations in these Conditions are necessary in order to allow Brintons to provide the Goods and/or Services at its current prices. If the Customer requires greater protection then Brintons will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Goods and/or Services.

12. RISK AND TITLE

- 12.1. The Goods are at the risk of the Customer from the time of delivery or, if earlier, when risk passes under clause 7.9.
- 12.2. Ownership of the Goods shall not pass to the Customer until Brintons has received in full (in cleared funds) the price of the Goods and/or Services and all other sums which are or which become due to Brintons from the Customer on any account. Brintons shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Brintons.
- 12.3. Until ownership of the Goods has passed to the Customer, the Customer shall:
- 12.3.1. hold the Goods on a fiduciary basis as Brintons' bailee;
 - 12.3.2. store the Goods (at no cost to Brintons) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Brintons' property;
 - 12.3.3. grant Brintons, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them;
 - 12.3.4. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 12.3.5. maintain the Goods in satisfactory condition and keep them insured on Brintons' behalf for their full price against all risks to the reasonable satisfaction of Brintons. On request the Customer shall produce the policy of insurance to Brintons.
- 12.4. The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
- 12.4.1. any sale shall be effected in the ordinary course of the Customer's business at full market value; and
 - 12.4.2. any such sale shall be a sale of Brintons' property on the Customer's own behalf and the Customer shall deal as principal when making such a sale and in such circumstances legal title shall pass to the Customer immediately before title passes to the Customer's customer.
- 12.5. The Customer's right to possession of the Goods shall terminate immediately if:
- 12.5.1. Brintons is entitled to terminate the Contract pursuant to clause 14.1 below; and/or
 - 12.5.2. the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between Brintons and the Customer, or is unable to pay as they fall due or the Customer ceases to trade; and/or
 - 12.5.3. the Customer encumbers or in any way charges any of the Goods.
- 12.6. Where Brintons is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by Brintons to the Customer in the order in which they were invoiced to the Customer.
- 12.7. Brintons shall be entitled to re-sell or otherwise dispose of recovered Goods or Goods covered by clause 7.11 in any way Brintons in its absolute discretion, thinks fit. The Customer hereby grants Brintons a non-exclusive, world-wide, royalty free, perpetual, irrevocable licence (with a right to sub-license) to use, for the purposes of such re-sale or other disposal, any and all trade marks and/or any aspect of the Customer Specification which may have been applied to the Goods by the Customer and/or by Brintons or any third party at the request or with the consent of the Customer.
- 12.8. On termination of the Contract, howsoever caused, Brintons' (but not the Customer's) rights contained in this clause 12 shall remain in full force and effect.

13. LAWS AND REGULATIONS

- 13.1. The Customer shall comply with all Laws relating to the ownership and use of the Goods including without limitation health and safety requirements.

14. TERMINATION

- 14.1. Brintons shall be entitled to terminate the Contract forthwith by notice in writing to the Customer if the Customer:
- 14.1.1. commits a material breach of the Contract, persistently repeats a remediable breach or commits any remediable breach and fails to remedy it within 30 (thirty) days of receipt of notice of the breach requiring remedy of the same;
 - 14.1.2. Specification is in breach or potential breach of any third party Intellectual Property Rights;
 - 14.1.3. has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after Brintons has given notification that the payment is overdue;
 - 14.1.4. has any consent, licence or authorisation revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;
 - 14.1.5. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.1.6. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Brintons reasonably believes that to be the case;
 - 14.1.7. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.1.8. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 14.1.9. becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 14.1.10. becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 14.1.11. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.1.12. has a resolution passed for its winding up;

- 14.1.13. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 14.1.14. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 14.1.15. has a freezing order made against it;
 - 14.1.16. is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 14.1.17. is subject to any events or circumstances analogous to those in clauses 14.1.5 to 14.1.16 in any jurisdiction; or
 - 14.1.18. takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 14.1.5 to 14.1.17 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 14.2. In the event of termination by Brintons pursuant to clause 14.1 above then, without prejudice to any other right or remedy available to Brintons, Brintons shall be entitled to cancel the Contract or suspend any further deliveries under it without any liability to the Customer and, if the Goods and/or Services have already been delivered and/or performed but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. DISPUTE RESOLUTION

- 15.1. If any dispute arises between the parties out of, or in connection with, this Contract, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.
- 15.2. If the dispute is not resolved within 14 days of the referral being made under clause 15.1, the parties shall refer the matter to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 15.3. Until the parties have completed the steps referred to in clauses 15.1 and 15.2, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

16. NOTICES

- 16.1. Any notice or other document required to be given under the Contract or any communication between the parties with respect to any of the provisions of the Contract shall be in writing in English and may be delivered by hand or sent by pre-paid post (by pre-paid airmail post if to an address outside the country of posting) or e-mail to the relevant party at that party's registered office or last-known trading address.
- 16.2. Any notice or other communication shall be deemed to be given to and received by the addressee:
- 16.2.1. at the time the same is left at the address of or handed to a representative of the party to be served if on a Working Day, and if not on the next Working Day;
 - 16.2.2. by pre-paid post on the third Working Day following the date of posting (five Working Days if sent by pre-paid airmail post); and/or
 - 16.2.3. in the case of email on the next Working Day.
- 16.3. In proving the receipt of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the email was properly addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

17. CONFIDENTIALITY

- 17.1. The Customer shall not directly and/or indirectly use and/or disclose the Confidential Information except in the proper performance of the Contract.
- 17.2. The obligations of confidentiality and non-use set out above shall continue indefinitely except they shall not apply to information:
- 17.2.1. which the Customer proves was already in its possession and at its free disposal prior to disclosure by Brintons;
 - 17.2.2. which the Customer proves was developed by it without reference to any of the Confidential Information;
 - 17.2.3. which is after the date of the Contract disclosed to the Customer without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so;
 - 17.2.4. which is or becomes generally available to the public in printed publications through no default and/or omission on the Customer's part; or
 - 17.2.5. to the extent it is required to be disclosed by law and/or the rules of any recognised stock exchange and/or regulatory authority on condition that the Customer gives Brintons as much advance notice of such disclosure as possible.
- 17.3. The exceptions in clause 17.2 above shall not apply to any combination of features merely because individual features (but not the combination itself) fall within any one or more of such exceptions.
- 17.4. At Brintons' request, made at any time during the course of the Contract, and in any event upon termination or expiry of the Contract for whatever reason, the Customer will deliver up to Brintons or at the Brintons' option destroy any and all materials containing the Confidential Information in whatever medium which is in its possession, power or control.
- 17.5. The Customer will be liable under the Contract for the acts and/or omissions of any agent, employee or sub-contractor and/or those of any other group company as if they were its own acts and/or omissions under the Contract.
- 17.6. Both parties acknowledge that damages may not be an adequate remedy for breach of this clause and accordingly both parties agree that Brintons shall be entitled to seek and obtain any injunctive and/or other equitable relief in relation to any breach of this clause.

18. DATA PROTECTION

18.1. Each party agrees to comply with its obligations as set out in Schedule I of these Terms.

19. ANTI-BRIBERY

- 19.1. Each party shall comply with applicable Bribery Laws including ensuring that they have in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 19.1.1. all of their personnel;
 - 19.1.2. all others associated with a party; and
 - 19.1.3. all of a party's subcontractors;
- involved in performing the Contract so comply.
- 19.2. Without limitation to clause 19.1, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 19.3. Any breach of this clause 19 by the Customer shall be deemed a material breach of the Contract and shall entitle Britons to terminate the Contract in accordance with clause 14.1.1.

20. ANTI-SLAVERY

- 20.1. The Customer undertakes, warrants and represents that:
- 20.1.1. neither the Customer nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an "MSA Offence");
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 20.1.2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
 - 20.1.3. it shall notify Brintons immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 20.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 20.2. Any breach of this clause 20 by the Customer shall be deemed a material breach of the Contract and shall entitle Britons to terminate the Contract in accordance with clause 14.1.1.

21. FORCE MAJEURE

- 21.1. Brintons reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Brintons including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, pandemic or epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 (one hundred and eighty) days, the Customer shall be entitled to give notice in writing to Brintons to terminate the Contract.

22. GENERAL

- 22.1. It is the Customer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by Law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. It is the Customer's obligation to ensure that no Goods are exported or imported in violation of the Laws of any jurisdiction into or through which the Goods are transported during the course of reaching the final destination of the Goods. Where necessary, the Customer shall inform Brintons at a reasonable time before delivery of any documents which it is necessary for Brintons to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.
- 22.2. The Contract contains the whole agreement between the parties in relation to its subject matter and supersedes any prior written or oral agreement between them and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. The parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in the Contract shall exclude liability for any fraudulent statement or act made prior to the date of the Contract.
- 22.3. If there is any conflict between the provisions of the Contract then the provisions shall prevail and take priority in the following order:
- 22.3.1. the provisions contained in the Quotation;
 - 22.3.2. documents referred to in the Quotation (which shall rank with equal priority unless otherwise stated in the Quotation), and
 - 22.3.3. the provisions contained in these Conditions.

- 22.4. Without prejudice to any other right or remedy Brintons may have, the Customer agrees to indemnify and keep indemnified Brintons against any and all Liability and increased administration and professional and legal costs on a full indemnity basis suffered by Brintons (without set-off, counterclaim and/or reduction) and arising out of or in connection with any breach of contract by the Customer, any act and/or omission by the Customer and/or any breach of statutory duty by the Customer.
- 22.5. Unless otherwise expressly stated in these Conditions a person who is not a party to the Contract shall not have the right to enforce any terms of the Contract.
- 22.6. In these Conditions unless the context indicates otherwise:
- 22.6.1. words indicating any gender shall include all genders;
 - 22.6.2. words indicating a person shall include bodies of persons whether corporate or incorporate and vice versa;
 - 22.6.3. references to a clause shall be references to the relevant clause in these Conditions;
 - 22.6.4. the headings of these Conditions shall not affect their construction or interpretation;
 - 22.6.5. reference to 'writing' or similar expressions shall include reference to any communication effected by electronic mail, but shall not include communication by facsimile, SMS or similar text messaging facilities;
 - 22.6.6. any obligation on any party not to do and/or omit to do anything is to include an obligation not to allow that thing to be done and/or omitted to be done;
 - 22.6.7. the words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
 - 22.6.8. the phrase "and/or" means either of the alternatives and both of the alternatives as the case may be; and
 - 22.6.9. reference to any statute or statutory provision includes a reference to the same as from time to time amended, extended, re-enacted or consolidated and all subordinate legislation made pursuant to it.
- 22.7. A waiver of any right under the Contract is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver by either party of any breach of the Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 22.8. The invalidity, illegality or unenforceability of any of the provisions of the Contract shall not affect the validity, legality or enforceability of the remaining provisions of the Contract.
- 22.9. The Customer shall not assign its interest in the Contract (or any part) or sub-contract or deal with in anyway any of its obligations under the Contract without the written consent of Brintons. Brintons may assign any or all of its rights and/or obligations under the Contract to a third party without the Customer's consent.
- 22.10. No purported variation of the Contract shall take effect unless made in writing and signed by authorised signatories of each party.
- 22.11. This Contract does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any terms of this Contract. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under the Contract is not subject to the consent of any person who is not a party to the Contract.
- 22.12. Termination of the Contract shall not affect any rights of the parties accrued up to the date of termination.
- 22.13. No clause shall survive expiry or termination of the Contract unless expressly and/or impliedly intended to survive such expiry or termination.
- 22.14. The rights, powers and remedies provided in the Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 22.15. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.16. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales, provided that nothing in this condition shall prevent Brintons from taking any action in any applicable foreign court where the Customer is resident outside England and Wales.

DATA PROTECTION

I. DEFINITIONS

Controller:	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data
Data Protection Laws:	any Applicable Laws as updated and amended from time to time which relate to the protection of individuals with regard to the processing of Personal Data to which a party is subject, including: in relation to the EEA: (a) the General Data Protection Regulation 2016 (“ GDPR ”); (b) the e-Privacy Directive; (c) relevant member state laws in the EEA; and in relation to the UK: (a) the Data Protection Act 2018 (“ DPA 2018 ”); (b) the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) (“ PECR ”); and (c) the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) and amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586)) (“ UK GDPR ”)
Data Security Incident:	a Personal Data Breach and/or any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed
Data Subject:	an identified or identifiable natural person to whom Personal Data relates, regardless of whether the person can be identified directly or indirectly
Data Subject Request:	an actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising his/her rights under the Data Protection Laws
EEA:	European Economic Area
Personal Data:	any information relating to a Data Subject, including but not limited to any Special Categories of Personal Data and data relating to criminal convictions and offences
Personal Data Breach:	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed
Processing:	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; and “ Process ” and “ Processing ” shall be construed accordingly
UK	United Kingdom

2. DATA PROTECTION

- 1.1 Each party acknowledges that each party (the “**Data Discloser**”) may regularly disclose to the other party (the “**Data Recipient**”) staff contact names, work email addresses and work telephone numbers (“**staff contact details**”) in order to provide or receive the Goods and/or Services and to manage the relationship created by this Agreement (“**Agreed Purpose**”).
- 1.2 Each party shall disclose and receive the staff contact details as a Controller and shall comply with all the obligations imposed on a Controller under the Data Protection Laws.
- 1.3 The Data Recipient warrants to the Data Discloser that it will:
 - 1.3.1 only Process staff contact details for the Agreed Purpose;
 - 1.3.2 not Process staff contact details in a manner that causes or is likely to cause the Data Discloser to be in breach of the Data Protection Laws;
 - 1.3.3 not disclose or transfer staff contact details to a third party located outside of the UK and/or EEA unless it complies with the provisions of the Data Protection Laws;
 - 1.3.4 have in place appropriate technical and organisational security measures in order to prevent unauthorised or unlawful Processing or accidental loss of staff contact details;
 - 1.3.5 notify the Data Discloser of any Data Security Incident which may affect staff contact details as soon as reasonably practicable.
- 1.4 The parties acknowledge and agree that they shall each have responsibility, as Controller, for any Data Subject Requests they receive in relation to staff contact details but, in addition, the parties shall provide reasonable assistance and co-operation to the other party as it may deem necessary to enable it to comply with any such Data Subject Requests.



Brintons

Europe

Brintons Carpets Limited

Tel: +44 (0) 1562 634884

Fax: +44 (0) 1562 634517

Email: solutions@brintons.co.uk

www.brintons.net



facebook.com/brintons.carpet



linkedin.com/company/brintons



pinterest.com/brintons



youtube.com/user/brintonscarpets