



Terms and Conditions

Applicable to Quotation and Orders

1. Terms and conditions contained herein and on any other pages of this quotation/order embody the entire understanding between Altfeld Enterprises Limited ("Altfeld") and the customer (the "Buyer") as to the sale of goods and/or installation service, if any.
2. The Buyer must notify Altfeld the specific purpose of the application of the material intended to be used; otherwise, the condition or fitness for purpose shall not be applicable to this quotation/order.
3. Orders, once confirmed by the Buyer, cannot thereafter be cancelled by the Buyer unless with the written consent of Altfeld, at the sole discretion of Altfeld and subject to the payment of any applicable cancellation charges, as notified to the Buyer by Altfeld.
4. Altfeld shall, at the Buyer's request, provide any material description or technical information available from the suppliers or manufacturers represented by Altfeld. The Buyer accepts that the goods supplied may have variations in colour, shading, graining, blotches or texture, etc., within industrial tolerance.
5. Subject to Clause 6 which follows, any claim of any nature against Altfeld shall not exceed the relevant purchase price of the goods and/or installation charges. If some portion of the goods delivered is defective or otherwise validly rejected, payment for the accepted goods shall be paid in full. **UNDER NO CIRCUMSTANCES SHALL ALTFIELD BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES AND/OR DAMAGES, NOR SHALL ALTFIELD BE LIABLE FOR ANY LOSSES ATTRIBUTABLE FOR DELIVERIES LATER THAN THOSE SET OUT IN THIS QUOTATION/ORDER.** All such delivery dates are based on estimates received by Altfeld's suppliers, and are not commitments on the part of Altfeld to effect delivery by such dates.
6. Claims for replacements or refunds on defective fabrics or wallcoverings for any reason should not exceed 10 (ten) linear metres of material or its equivalent retail value.
7. Claims for replacements or refunds on defective fabrics, wallcoverings or any other products supplied by Altfeld must be made in writing within 5 (five) days after delivery of goods. The rights of the Buyer to make any claim shall be forfeited should the Buyer fail to notify Altfeld within such 5 day period (or return the goods within 5 days of the date delivered). No claim may be made after a fabric or wallpaper has been cut or finished.
8. Defects remainder in any partial delivery of goods or workmanship shall not be a ground for cancellation of the remainder of this quotation or for the repudiation of further deliveries of goods by the Buyer.
9. Should delivery of the goods or any part thereof be delayed or interrupted or delayed as a consequence of unforeseen events or under any force majeure condition beyond Altfeld's and/or the relevant manufacturer's control, Altfeld shall be entitled to discontinue the delivery of the goods or any part thereof, or to postpone or to withdraw from the quotation wholly or in part, without prejudice to the Buyer's liability for the goods already delivered.
10. In the event the Buyer fails to take delivery of the goods or to honour the terms of payment in accordance with the terms and conditions of this quotation, it shall be lawful for Altfeld at any time and without any obligation to service notice or seek the Buyer's consent to terminate the quotation and resell the goods or any portion thereof, with any costs or losses being for the account of the Buyer.
11. The Buyer may not assign or transfer any rights or benefits pursuant to this quotation without the written consent of Altfeld.

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