

CONDITIONS OF SALE – UK VERSION (the "Conditions")

Your attention is drawn in particular to Condition 15, which sets out details regarding our potential liability to you under the Contract.

1. INTERPRETATION

In these Conditions (except where the context otherwise requires):

1.1 Use of the singular includes the plural (and vice versa) and use of any gender includes the other genders.

1.2 A reference to a party is to the party to the Contract and shall include that party's personal representatives, successors or permitted assignees.

1.3 A reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence).

1.4 The headings are included for convenience only and are not to affect the construction or interpretation of these Conditions.

1.5 All references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same (whether or not such statute or statutory provision has retrospective effect) and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it.

1.6 Any lists or examples following the word "including" shall be interpreted without limitation to the generality of the preceding words.

1.7 Each of the conditions and sub-conditions of these Conditions are to be regarded as separate and severable clauses and if any condition or sub-condition within a Contract shall be or become void or unenforceable in whole or in part, the other provisions shall remain valid and enforceable and the void provisions shall, where appropriate, be replaced by other provisions corresponding as closely as possible with the void provisions.

1.8 In these Conditions, the "Company" means Interface Europe Ltd (or such of its affiliates as may be party to the Contract); "Customer" means any person, firm or company that enters into a Contract to purchase Goods from the Company; "Goods" means the goods (including carpet tiles) being supplied by the Company under the relevant Contract; "Contract" means the contract under which the Company will supply the Goods to the Customer pursuant to, in accordance with, and subject to these Conditions.

2. GENERAL

2.1 The Customer entering into a Contract with the Company expressly warrants that it is authorised to accept and accepts these Conditions.

2.2 The Company may fulfil any (or all) elements of the Contract using such of its employees, agents or subcontractors as it may determine from time to time.

2.3 These Conditions apply to all Contracts and set out the whole agreement between the Customer and the Company to the exclusion of all other terms and conditions. Any terms or conditions which the Customer may put forward (whether endorsed on, delivered with or contained in your purchase order(s) or included in any other documents) do not form part of any Contract and any attempt by the Customer to exclude, vary or limit any of these Conditions shall be void.

3. ACCEPTANCE OF ORDERS

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed by the Company in writing or (if sooner) when the Company delivers the relevant Goods. Each accepted order shall form a separate Contract between the parties in respect of the relevant Goods and which is subject to, and incorporates, these Conditions.

3.2 The Company reserves the right to reject any and all orders. Where the value of the order would take the Customer over the credit limit (if any) granted by the Company, then if it nevertheless chooses to enter into a Contract with the Customer, the Company reserves the right not to deliver the relevant Goods until payment is received in cleared funds so as to bring the Customer's account within its credit limit. The Company reserves the right to vary a Customer's credit limit as the Company shall in its absolute discretion think fit and the Company shall be entitled to refuse to deliver Goods on credit under a Contract should the Company consider it appropriate in all the circumstances.

3.3 The Customer cannot amend, vary or cancel any Contract except with the agreement in writing of a director or the company secretary of the Company and on terms that the Customer shall indemnify the Company in full in respect of any resulting losses, costs or expenses incurred by the Company.

4. CUSTOM ORDERS

4.1 Without prejudice to condition 15.11, the Customer must have approved samples provided by the Company before an order for customised, or one-off, Goods can be placed sample numbers must be quoted on all orders, which must be in writing and also accompanied by the Customer's signed acceptance of quarter tile, master tile or pegboards submitted.

4.2 The Customer accepts overage (which will be supplied automatically) on any custom product order(s), subject to the maximum charges as published in the Company's trade price list (as at the date of the relevant Contract).

5. QUOTES

Quotes, estimates and/or authorised prices issued by the Company are not capable of being accepted by the Customer so as to form a Contract, and they may be withdrawn or amended by the Company at any time.

6. WITHDRAWAL AND ALTERATION OF GOODS

6.1 The Company reserves the right at any time without notice to withdraw any Goods from its range or to alter the design, specification or methods of manufacture of the Goods. The Company shall not be liable to any Customer for any loss or damage sustained by any Customer resulting from any such withdrawal or alteration. Subject to condition 6.2, in the event of any such withdrawal or alteration, which would have a material adverse impact on the appearance of the relevant Goods then either party may terminate any Order related to those Goods without any liability to the other.

6.2 In order to give the Customer the advantage of any technical developments and to facilitate continuity of supply, the Company reserves the right to change any materials, including backing materials, in respect of the Goods without notice.

7. PRICES

7.1 The Company may amend its price lists in respect of the Goods at any time and without prior notice. Unless the Company has provided the Customer with a net price on a non-standard pricing agreement (the "NSD") or a fixed price Contract has been agreed, the price payable by the Customer will be that published in the Company's trade price list, valid at the date of the relevant Contract, less any trade discount confirmed by the Company in writing.

7.2 Where a valid NSD reference number, or supply contract number is not quoted by the Customer at the time the order is placed, then the Customer's normal trade discount terms (if any) will apply.

7.3 The Customer should check the invoice and inform the Company within seven days of receipt of any issues, otherwise the Customer shall be deemed to have accepted the same.

7.4 Prices will be subject to the appropriate rate of Value Added Tax or any other applicable sales tax and the appropriate customs duty (if applicable).

8. TERMS OF PAYMENT

8.1 The Customer shall pay all sums due under the Contract by the twentieth day of the month following the date of the invoice and time for payment is of the essence. The Company reserves the right to charge interest on unpaid debts at 5% above the base rate of National Westminster Bank plc until payment of the debt in full has been received. A 2.5% settlement discount may be deducted from the amount of the invoice (excluding VAT) provided that all previous invoices have been settled in full.

8.2 If the Customer delays payment for any reason, without the prior agreement of the Company, then the Company may (without notice) suspend deliveries of any Goods (under the relevant Contract or any other Contract) and (without prejudice to any of the Company's other rights and remedies in respect of such breach):

8.2.1 the Company shall be entitled to recover the price of the Goods from the Customer by action, even though property in the Goods has not yet passed to the Customer in accordance with the provisions of condition 17;

8.2.2 all other sums owing or incurred by the Customer to the Company but not already due for payment shall thereupon become due and immediately payable in full; and

8.2.3 the Customer shall pay interest in accordance with condition 8.1 on all sums due but unpaid, from the due date until payment in cleared funds is received by the Company.

8.3 The Company may, at its discretion, appropriate any payment received from or on behalf of the Customer to the whole or any part of any debt whatsoever due, owing or incurred by the Customer. Any purported appropriation by the Customer, whether prior or subsequent, shall be of no effect.

8.4 The Customer shall not be entitled to set off against any monies due to the Company under the Contract any amount claimed by or due to the Customer from the Company whether pursuant to the Contract or on any other account whatsoever.

8.5 In addition to any right or lien to which the Company may by law be entitled, the Company shall in the event of the Customer's insolvency or the Customer failing to render payment for any Goods when due, be entitled to a general lien over all Goods of the Customer in the Company's possession (although such Goods or some of them may have been paid for) for the unpaid price of any Goods sold and delivered by the Company under the same or any other Contract.

8.6 In addition and without prejudice to its other rights, the Company may on fourteen (14) days' notice to the Customer, sell any Goods of the Customer over which the Company has a lien and shall be deemed the Customer's agent for the purposes of effecting such sale. The Company may apply the proceeds of sale towards the satisfaction of sums due from the Customer without prejudice to the Company's rights to recover the balance thereof from the Customer.

9. DELIVERY

9.1 The Company shall use its reasonable endeavours to deliver the relevant Goods in accordance with any agreed delivery date, or in the absence of any such date, reasonably promptly. The Company does not, however, guarantee any delivery date and the time for delivery shall not be of the essence. The Company shall not be liable in any way for any loss or damage suffered by the Customer by reason of delay in making deliveries including, the negligence of the Company. Unless otherwise agreed in writing by a director or the company secretary of the Company, risk shall pass when the Goods are delivered to the Customer at the address specified on the despatch note.

9.2 Delivery of the Goods will be deemed to have taken place upon unloading at the relevant delivery location (or for Goods which are being collected, upon being loaded onto the relevant carrier). The Customer shall ensure that for any delivered Goods all necessary arrangements are put in place for the safe acceptance of each delivery including providing adequate and appropriate equipment for accepting delivery, ensuring delivery and storage access is clear and available and ensuring that sufficient storage capacity is available, is safe and suitable for the Goods.

9.3 If the Customer requests postponement of delivery to a date which is four weeks or more beyond the delivery date requested when the order was accepted (the "Original Delivery Date"), and the Company agrees (at its discretion) to delay delivery then it may:

9.3.1 immediately raise an invoice for the Goods payment of which shall be required in accordance with condition 8 (or where the Customer has agreed different payment terms with the Company, in accordance with such terms); and

9.3.2 charge the Customer: (i) a reasonable storage charge per week for any period of storage four weeks beyond the Original Delivery Date, and (ii) for any extra transport, insurance, handling charges or other costs incurred as a result of the Customer's failure to take delivery or request to delay delivery beyond the Original Delivery Date.

9.4 For the purposes of condition 9.3 postponement shall be deemed to include a situation where at the time the order was accepted the Customer had not requested delivery of the Goods

in instalments, but subsequently requests delivery in instalments (a "Call Off Arrangement") and the effect of the Call Off Arrangement is to delay delivery of part or all of the Goods four weeks beyond the Original Delivery Date. In that event condition 9.3 shall apply to that part of the Goods for which a delivery date(s) four weeks beyond the Original Delivery Date is requested.

9.5 The Company may deliver by a Call Off Arrangement and each instalment shall be deemed to be sold under a separate Contract and no failure of or delay in delivery of any instalment or any defect in the contents thereof shall entitle the Customer to treat the other Contract(s) as repudiated with regard to any remaining instalments.

9.6 The Company shall be entitled to cancel or suspend delivery if it is delayed, hindered or prevented from delivering the relevant Goods by any computer problem or any (other) event of force majeure (as defined in condition 23). In these circumstances, the Company shall not be liable to the Customer for any losses incurred by the Customer howsoever arising. Where the Company is prevented from delivering the Goods, the Customer shall be entitled to cancel the relevant Contract and the Company shall refund any monies received by it from the Customer in respect of the Contract which has been cancelled.

10. CARRIAGE COSTS AND SURCHARGES

10.1 Delivery of the Goods to an agreed delivery location within the United Kingdom is (unless specified otherwise in the relevant Contract) included in the price of the Goods, save where delivery is required within seven (7) days of receipt of the relevant order and in such event the Company shall be entitled to make a separate charge in respect of the cost of carriage. The cost of a delivery to a delivery location outside of the United Kingdom will be met by the Customer (unless otherwise agreed in writing).

10.2 A surcharge for special delivery or small orders may be made and will be advised before the Contract is formed.

10.3 A surcharge will be made on all orders of carpet tiles and tile products where it is necessary to split a box. The price charged will be that published in the Company's trade price list, valid at the date of the Contract.

11. RISK

11.1 Risk in the Goods shall pass to the Customer at the time of delivery, in accordance with condition 9.2 or if the Customer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery.

11.2 If Goods are stored by the Company on behalf of the Customer (pursuant to condition 9.3 or otherwise) then such Goods are held at the Customer's risk and cost.

12. RETROSPECTIVE DISCOUNTS

Retrospective discounts are paid, where applicable, at the times agreed in writing from time to time between the Company and the Customer. Payment of this discount is made only if all conditions of trading (and the terms of the Contract) have been adhered to since the previous payment and, particularly, all monies due have been paid.

13. RETURNS AND CREDITS

The Company shall not be obliged to accept the return of any Goods unless an official collection order has been first obtained from the Company. For Goods delivered in accordance with the relevant Contract, the amount of credit allowed is entirely at the Company's discretion and will not exceed 85% of the invoiced value.

14. CLAIMS FOR LOSS OR DAMAGE

14.1 The Customer shall inspect and check the Goods immediately upon delivery to ensure that they conform to the Contract and shall ensure that its authorised representative signs a delivery note (or equivalent documentation provided by the Company's delivery agent) to confirm the Goods are as ordered and undamaged.

14.2 Subject to condition 14.3, the Company shall not be liable for:

14.2.1 partial loss of, or damage to, a delivery of Goods, unless the Customer gives notice in writing of the relevant issue(s) within five days of delivery; or

14.2.2 loss, incorrect delivery or non-delivery of the whole of Goods unless the Customer gives notice in writing within twenty one (21) days from the date of the relevant invoice.

14.3 If the Customer proves that:

14.3.1 it was not reasonably possible for the Customer to advise the Company or make a claim in writing within the time limit applicable (for example, in respect of a latent defect that was not readily identifiable); and

14.3.2 such advice or claim was given or made as soon as was reasonably practicable, and in any event within a reasonable time, the provisions of condition 14.2 shall not apply.

15. WARRANTIES AND LIABILITY

15.1 The Company warrants that the Goods delivered to the Customer will, be free from any material defects in materials or workmanship (allowing for fair wear and tear and assuming proper use, installation and maintenance of the Goods) for the warranty period as notified to the Customer in respect of the relevant Goods (or in the absence of any such notification, for a period of 10 years from the date of delivery). Unless otherwise expressly agreed in writing the Company gives no other warranty in respect of the Goods and all warranties, conditions and other terms implied by statute or common law (save for the condition implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

15.2 Subject to condition 15.6, the Company's total liability (if any) arising from any claim under, or in respect of, a Contract (including, for any breach of the warranty in condition 15.1) whether arising in contract, tort (including negligence), restitution, breach of statutory duty or misrepresentation or otherwise, shall not exceed 125% of the price paid or payable under the relevant Contract.

15.3 Where a claim relates to defective Goods then the Company may, at its option, discharge any liability in respect of the claim by

supplying free of charge an equal quantity of comparable Goods to replace any defective Goods or by repairing any Goods which do not comply with the warranties set out in this condition 15.

15.4 The Company shall only be liable as aforesaid under the warranties in condition 15.1 provided that written notice is received by the Company upon discovery of the alleged defect, such written notice to be given where the defect is readily discernible upon inspection, not later than twenty one (21) days after (deemed) receipt of the Goods.

15.5 The Customer accepts and agrees that the Company's liability in respect of any defects or alleged defects in the Goods shall be limited as provided in this condition 15.

15.6 Notwithstanding anything to the contrary in these Conditions (or in the relevant Contract), the Company's liability to the Customer for: 15.6.1 death or personal injury caused by the negligence of the Company, its employees, agents or sub-contractors;

15.6.2 breach of any condition as to title or quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

15.6.3 for fraud (including, fraudulent misrepresentation),

or any other form of loss which cannot by relevant law be limited or excluded, shall not be limited (but nothing in this condition confers any right or remedy upon the Customer to which it would not otherwise be entitled).

15.7 Subject to condition 15.6, the Company shall not be liable to the Customer in contract, tort (including negligence), restitution, breach of statutory duty or misrepresentation or otherwise for any of the following loss or damage suffered by the other party that arises under or in connection with the Contract:

15.7.1 loss of goodwill;

15.7.2 loss of business or revenue;

15.7.3 loss of profits;

15.7.4 loss of business opportunity; or

15.7.5 loss of anticipated savings,

and the parties agree that each of the sub-clauses to this condition shall be individually severable to the extent that such exclusions are found to be unenforceable or which cannot be excluded by law.

15.8 Subject to condition 15.6, the Company shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any special, indirect or consequential damage that arises under or in connection with the Contract.

15.9 The Company gives no warranty and makes no representation and there shall be no express or implied term in these Conditions relating to the suitability of the Goods for any particular purpose required by the Customer. The Customer must satisfy itself as to the suitability of the Goods to meet its requirements.

15.10 Under no circumstances whatsoever shall the Company be liable for any defect or claim (including defects or claims relating to size, colour, flashing or texture of Goods) arising from circumstances beyond the control of the Company, such as inadequate floor preparation and dampness.

15.11 Colour Matching: The Company accepts no responsibility for (i) the matching of colours ordered at different times, or (ii) the exact matching of the colour of Goods to the colour of the original sample.

15.12 Subject to condition 15.6, the Company accepts no liability whatsoever in respect of shrinking or stretch or consequential problems of wear, where carpet tiles are not properly installed in accordance with the Company's recommended installation instructions as at the date of delivery (copies of which are available on the Company's website or otherwise upon request). In areas subject to excessive moisture such as bathrooms, toilets and kitchens, the Company accepts no liability whatsoever in respect of shrinkage, however the Goods are fixed.

15.13 Where the Goods are used in an environment which is subject to extremes of light and heat, such as a conservatory or sun lounge, the Goods may be subject to fading and the Company accepts no liability in respect of such issues.

16. INSTALLATION AND MAINTENANCE

16.1 The Company accepts no liability for the Goods unless they are properly installed in accordance with the Company's current installation instructions (as at the date of delivery).

16.2 The Company accepts no liability for Goods damaged by improper maintenance of the Goods following delivery. The Customer is referred to the Company's Maintenance Guide which is available on request. The Company inter alia recommends:

16.2.1 frequent vacuuming;

16.2.2 that Goods installed in commercial premises should be regularly wet cleaned using hot water extraction; and

16.2.3 the use of soil barrier matting in commercial premises, particularly at entrances from the street.

16.3 General Installation Recommendations In all cases carpet tiles should be properly installed in accordance with the Company's recommended installation instructions as at the date of delivery (copies of which are available on the Company's website or otherwise upon request). All 2 metre wide unitary backed carpet should be fully adhered to the sub-floor. It is essential that the adhesives used are reputable ones suitable for the particular purpose and that the sub-floor is properly prepared.

16.4 If the Customer instructs the Company to install the Goods, then additional terms and conditions of installation/service will apply and shall be incorporated into the Contract. In the event of any conflict between these Conditions and the terms and conditions relating to the installation/service, these Conditions will take precedence.

17. PROPERTY

17.1 Notwithstanding delivery and the passing of risk, property in, and title to, the Goods shall remain in the Company unless or until it receives payment in full by or on behalf of the Customer of all sums (whether in respect of the Goods or otherwise howsoever) due, owing or incurred at the time such payment is received from the Customer by the Company, at which time (and not earlier) property in the Goods shall pass to the Customer.

17.2 Until property in the Goods passes to the Customer, the Customer shall be the bailee of the Goods and fiduciary agent for the Company and shall store the Goods (at no cost to the Company) securely, safely and separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.

17.3 Until such time as property in the Goods has passed to the Customer (and provided that the Goods are still in existence and have not been re-sold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and if the Customer fails to do so forthwith the Company or its agents may either accelerate any credit period in relation to payment of the price or enter the premises of the Customer and take possession of any Goods in which property remains in the Company and remove (notwithstanding that the relevant Goods may (notwithstanding the Customer's obligations under condition 17.1) have been affixed to the floor or any other surface) and dispose of them as the Company thinks fit. The Company shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Customer.

17.4 The Customer irrevocably licences the Company, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose either of satisfying itself that condition 17.2 is being complied with by the Customer or for recovering any Goods under condition 17.3 in respect of which property has not passed to the Customer.

17.5 While the Customer is in possession of the Goods, with the Customer's consent (but not otherwise), the Customer may re-sell the Goods provided that such sale is in the ordinary course of the Customer's business.

17.6 Subject to condition 17.5, the Customer shall not sell, pledge, assign, charge or otherwise dispose of the Goods until property has passed to the Customer. In the event that the Customer does so, without prejudice to any other right or remedy of the Company, all monies owing by the Customer to the Company shall forthwith become due and payable.

17.7 Until property to the Goods passes from the Company the entire proceeds of sale (including insurance proceeds) shall be held in trust for the Company and shall be kept separate from any monies or property of the Customer or third parties and shall not be mixed with other money or paid into an overdrawn bank account and shall be at all material times identified as the Company's money.

17.8 As between the Customer and its sub-buyer, the Customer shall sell the Goods as principal. The Customer has no right to and shall not commit the Company to any contractual relationship with or liability to the sub-buyer or any other person.

18. DEFAULT OR INSOLVENCY OF THE CUSTOMER

18.1 The Company shall at any time be entitled to terminate the Contract and (without prejudice to its other rights hereunder) may recover from the Customer any loss on sale of the relevant Goods if any of the following events occur:

18.1.1 the Customer fails to take delivery of any Goods when required or defaults in or commits a breach of any of its obligations under the Contract or any other agreement with the Company (which, for the avoidance of doubt shall include the obligation to pay the Company for the Goods);

18.1.2 the Customer applies to the court for an interim order under the Insolvency Act 1986 or (being an individual or partnership) makes a proposal for an individual voluntary arrangement under that legislation; or

18.1.3 the Customer (being a company):

(a) goes into company or voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose;

(b) has an administrative receiver or receiver appointed over all or any part of its assets or undertaking;

(c) has a distress or execution levied against any of the Customer's assets or if a judgment against the Customer remains unsatisfied for more than seven (7) days;

(d) has any action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator or an administrator or takes any such act or step itself;

(e) has proposed in respect of it a company voluntary arrangement pursuant to the Insolvency Act 1986;

(f) ceases or threatens to cease to carry on business;

(g) in the reasonable opinion of the Company is unable to pay its creditors as and when its debt fall due or is otherwise insolvent as defined in the Insolvency Act 1986 or is in the opinion of the Company likely to become unable to pay its creditors as and when its debts fall due or is otherwise insolvent; or

(h) if anything analogous to any of the events in this condition 18.1.3 occurs under the law of any relevant jurisdiction.

18.2 All sums outstanding or yet to accrue due in respect of any Contracts subsisting prior to such termination shall automatically become due and payable. Without prejudice to the foregoing, the Company may in the event of the Customer's default in paying any sum due under the Contract or any other agreement, suspend delivery of the Goods until such default shall have been made good. In the case of a Contract for the sale of Goods by instalments, each instalment shall be deemed to be sold under a separate Contract and, in the event of the Customer's default in respect of any such instalment, the Company shall be entitled to determine such Contract(s) with regard to any instalment remaining deliverable.

19. Confidentiality

19.1 Each party (the "Receiving Party") shall treat as confidential and shall not divulge or disclose to any third party without the prior written consent of the other party (the "Disclosing Party") (except as expressly permitted by the terms and for the purpose of the Contract) the following information:-

19.1.1 the terms of any agreement between the parties (other than to the Receiving Party's insurers or legal, or financial advisers);

19.1.2 any information obtained from the Disclosing Party in connection with any agreement between the parties; and/or

19.1.3 any information connected with the business or finances of the Disclosing Party.

19.2 Condition 19.1 does not apply to the extent that information is:-

19.2.1 lawfully in the possession of the Receiving Party prior to its earliest receipt from the Disclosing Party;

19.2.2 already in or enters the public domain other than as a result of a breach by the Receiving Party of a confidentiality obligation; or

19.2.3 is required by law to be disclosed by the Receiving Party, but only to the extent of such order and the Receiving Party shall promptly inform the Disclosing Party of such requirement prior to any disclosure.

19.3 The Receiving Party hereby acknowledges that substantial damage could be done to the Disclosing Party through any breach of this condition 19 for which damages at law may not be an adequate remedy, and the Receiving Party agrees that the provisions of any agreement between the parties preventing disclosure and use of Confidential Information may be specifically enforced by a court of competent jurisdiction.

19.4 The Customer shall indemnify the Company against any loss or damage which the Company may sustain or incur as a result of any breach of confidence by the Customer or its employees.

19.5 If the Customer becomes aware of any breach of confidence by any of its employees, it shall promptly notify the Company and take all necessary steps to rectify such breach at its own cost, and shall further give the Company all reasonable assistance in connection with any proceedings which the Company may institute against any such employees.

19.6 The provisions of this condition 19 shall survive the termination of the Contract.

20. DATA PROTECTION

20.1 The Company, and other companies within the Company's group, will use the Customer's personal details and information obtained from other sources to provide the Customer with goods and services, for administration and customer services, for credit scoring, to analyse purchasing preferences and to ensure that the goods, services and advertising offered are tailored to the Customer's needs and interests. The Company will use the Customer's personal details obtained in the course of negotiating or entering into the Contract for marketing. The Company may keep information about the Customer for a reasonable period for these purposes. The Company may need to share the Customer's information with service providers and agents for these purposes and may disclose personal data in order to comply with a legal or regulatory obligation.

20.2 In assessing a Customer's application for credit, to prevent fraud, to check identity and to prevent money laundering, the Company may search the files of credit reference agencies who will record any credit searches on the Customer's file. The Company may also disclose details of how the Customer conducts accounts to such agencies. The information will be used by other credit grantors for making credit decisions about the Customer and the people with whom the Customer is financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors. Information used for these purposes will include publicly available information such as electoral roll, county court judgments, bankruptcy orders or repossessions.

20.3 The Company may contact the Customer by mail, telephone, fax, e-mail or other electronic messaging service for marketing purposes in relation to goods and services of the Company's similar to those purchased by the Customer. By providing the Company with a fax number, telephone numbers or email address the Customer consents to being contacted by these methods for these purposes. If the Customer does not want to receive such communications the Customer should inform the Company in writing or by email to: The Marketing Department, Interface Europe Ltd, Shelf Mills, Shelf, Halifax, West Yorkshire, HX3 7PA or by e-mail to: marketing@interface.com

20.4 By providing the Company with personal information, the Customer consents to the Company processing personal data and sensitive personal data, if necessary for the above purposes, and transferring information to countries or jurisdictions which do not provide the same level of data protection as the UK, if necessary for the above purposes. If the Company does make such a transfer, it will, if appropriate, put a contract in place to ensure that such information is protected.

20.5 If the Customer provides the Company with information about another person, the Customer confirms that they are appointed to act for that person, and that person consents to the processing of their personal data including sensitive personal data and that they have informed them of the Company's identity and the purposes (as set out above) for which the personal data will be processed.

20.6 The Customer is entitled to ask for a copy of the information held about them by the Company (for which a small fee may be charged) and to have any inaccuracies in information corrected.

20.7 For quality control and training purposes, the Company may monitor or record the Customer's communications with the Company.

20.8 If the Customer's personal details change, the Customer wishes to change their marketing preferences or has any queries about the Company's use of information, the Customer should contact The Marketing Department, Interface Europe Ltd, Shelf Mills, Shelf, Halifax, West Yorkshire, HX3 7PA or by e-mail to: marketing@interface.com

20.9 This data protection notice may change and therefore the Customer should review it regularly. The Company will notify the Customer of any changes only where required to do so by law.

21. Dispute Resolution Procedure

21.1 Any dispute between the parties relating to the Contract shall in the first instance be referred to the relevant account managers for each of the parties who shall arrange to meet in good faith in order to resolve the matter in dispute.

21.2 If the meeting referred to in condition 21.1 does not resolve the matter in question within four (4) weeks of that meeting being called, then the parties will escalate the matter to a senior manager or director.

21.3 The meetings referred to in conditions 21.1 and 21.2 shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question to the mutual satisfaction of the parties.

21.4 Subject to condition 21.5:

21.4.1 neither party shall commence proceedings in court save in respect to any application for an injunction) prior to the completion in good faith of the procedures referred to in conditions 21.1 and 21.2; and

21.4.2 neither party will commence proceedings in court prior to the expiry of eight (8) weeks from the date of the first meeting referred to in condition 21.1.

21.5 This condition 21 is without prejudice to either party's right to seek interim relief against the other party (such as an injunction) through the English courts to protect its rights and interests, or to enforce the obligations of the other party.

21.6 During any dispute, including a dispute as to the validity of any aspect of the Contract, it is mutually agreed between the parties that the parties shall continue to comply with the provisions of the Contract.

22. PUBLICITY

22.1 The Customer shall not make any press announcements or publicise the parties' relationship in any way, without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

22.2 The Customer shall take all reasonable steps to ensure the observance of the provisions of condition 22.1 by all its employees, agents, representatives and sub-contractors.

23. FORCE MAJEURE

The Company shall be entitled to cancel or delay delivery if it is delayed or hindered in or prevented from manufacturing or delivering through any circumstances beyond its reasonable control, including strike, accident, severe weather conditions, acts of war or terrorism, fire, flood, volcanic ash, act of God, reductions in or unavailability of materials at the Company's or its suppliers' premises, or breakdown of plant or machinery.

24. Intellectual Property Rights

24.1 All documents supplied by the Company to the Customer shall remain the property of the Company and the Company shall retain all rights to the copyright, design right or other intellectual property rights in the same. The Customer shall at all times maintain the confidentiality of such documents and acknowledges the Company's intellectual property rights in such documents and information and in the Goods themselves.

24.2 All catalogues, specifications and other technical characteristics and any descriptive matter and other documents supplied by the Company to the Customer are intended to give a general description of the Goods offered and shall not form part of the Contract (or constitute any warranty or representation on the part of the Company) unless otherwise expressly agreed in writing.

24.3 The Customer shall have no right or licence to use any trade mark owned, or used, by the Company.

24.4 Without prejudice to condition 24.6, if any claim is made against the Customer alleging that Goods infringe any patent rights, registered designs, copyright or other industrial property rights of any third party, then:

24.4.1 the Customer shall forthwith notify the Company with full particulars; and

24.4.2 the Company or its suppliers or licensors (as the case may be) shall be at liberty at their expense to conduct all negotiations and/or litigation in respect thereof and (if necessary) in the name of the Customer and if as a result of such negotiations or litigation the Customer shall be unable to use the Goods substantially for the purposes for which they were bought, the Company shall (except where condition 23 applies) take them back and refund the price thereof to the Customer and such refund shall be in full satisfaction of all claims by the Customer against the Company.

24.5 The Customer shall indemnify the Company against all actions (including the cost of defending legal proceedings),

expenses, claims, proceedings and demands in respect of any infringement or alleged infringement by the Company of any third party rights (including, any patent rights, registered design, copyright or other industrial rights) as a result of the Company complying with any special instructions, drawings or specifications of the Customer or other requirements of the Customer relating to Goods.

24.6 The Company gives no warranty or assurance and makes no representation that the Goods do not infringe any intellectual property rights of any other person, firm or company in the territory or as to the validity of any intellectual property rights subsisting in the Goods (or otherwise).

24.7 The Customer shall, at the expense of the Company, take all such steps as the Company may reasonably require to assist the Company in maintaining the validity and enforceability of the intellectual property rights of the Company, including entering into registered user or similar agreements.

25. JURISDICTION

25.1 The Contract shall be governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.