

## TERMS & CONDITIONS OF SALE

These terms and conditions of sale are for retail customers.

### DEFINITIONS

In these conditions the following words shall have the following meanings:

The "Buyer" shall mean the company firm, consumer or person seeking to purchase goods from the Company.

The "Company" shall mean the company as indicated on the face of the contract / order.

The "Contract" any contract for Goods or Services made between the Company and the Buyer.

The "Goods" shall mean the products, articles or things to be sold by the Company.

The "Services" shall mean any services provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods or not).

### 1. TECHNICAL ADVICE

Advice is given by the Company's authorised representative in good faith. The Company shall not be liable for defects in the manufacture of any tiles, errors by the manufacturer or other circumstances beyond the Company's control.

### 2. SAMPLES

a) Any samples are exhibited solely to enable the Customer to assess the quality of the bulk and not so as to constitute a sale by sample.

b) The Customer shall take the goods at their own risk as to their corresponding with the sample (if any has been provided) and as to their quality, condition or sufficiency for any purpose (as to which the Company makes no warranty even if they know such purpose).

### 3. VARIATIONS

Goods are supplied within the manufacturer's tolerance limits of size, texture and colour variation. Marble and stone goods are supplied subject to natural colour variation.

### 4. COMPARISON WITH PREVIOUS ORDERS

No guarantee is given that the colour shades of the goods supplied will match accurately the colour shades of previous orders.

### 5. CRAZING

No guarantee is given against crazing of the goods and the Company shall not be liable for any defects in the goods arising as a result of crazing.

### 6. SPECIAL ORDERS

Orders for special order goods, must be placed in writing, or accepted verbally by us. We cannot accept cancellation of such orders in the case of goods in transit, ready for dispatch or in the process of manufacture.

### 7. PRICE QUOTATIONS

Quotations are given in good faith and are based on current costs (at the time when the quotations are given). The quoted price shall be subject to amendment in the event of such alteration of the manufacturer's price, changes in currency rates or additional charges arising. The Customer is required to pay in accordance with the amendments in price, notwithstanding any prior quotation.

### 8. DELIVERY QUOTATIONS

a) Delivery time shall not be of the essence of the contract.

b) Any quotation by the Company in respect of delivery time is given in good faith, but delivery is subject to the availability of the requisite materials and to the supply of the same from manufacturers.

c) The Company will make reasonable efforts to comply with quoted delivery times, but it shall not be liable for any failure to fulfill delivery on or before the quoted time.

d) Any arrangements made by the Customer in anticipation of delivery shall be at the risk of the Customer.

### 9. FORCE MAJEURE

The Company shall not be liable for any loss occasioned by Act of God, War, Riot, Fire, Strike, Lock-out, Changes of Governmental Control or Regulations, Changes of Law, Abnormal Weather conditions, Accident, Breakdown or other circumstances beyond its control.

### 10. PLACE OF CONTRACT

The contract shall be deemed to have been made at the Company's place of business in relation to the contract in question.

### 11. PROPERTY IN GOODS

Property (Ownership) shall not pass on any part of the order until payment for the entire order has been made.

### 12. RIGHT TO REPOSSESS

The Company shall have the right to enter the Customer's premises on reasonable notice, to repossess the Company's goods in respect of which property has passed.

### 13. DELIVERY

a) If the Company is requested to deliver to a site, delivery will be to the nearest hard road to the site.

b) If the Customer requests delivery to a site beyond the nearest hard road, then all risk to the condition of the goods on delivery shall be with the Customer and no claim shall be entertained as to the condition of the goods on delivery.

c) Delivery to a site or to the nearest hard road to a site, at the request of the Customer, established by a signed delivery note, is conclusive evidence that delivery has been made to the order of the Customer and in compliance with the agreement.

d) Unloading of the delivered goods shall be the responsibility of the Customer.

e) The Customer shall effect unloading of the goods with reasonable speed and commencing immediately after delivery of the goods.

#### 14. RETURN OF GOODS

We cannot accept the return of goods for credit, where such goods have been made correctly supplied to order. When we agree by arrangement to such a return, a handling and restocking charge may be applied. Furthermore the advice or order number on which they were supplied must accompany the goods. We cannot accept the return of any natural stone or specially ordered goods i.e. not stocked items (Field tiles MUST be returned in full cartons only).

#### 15. RISK

- a) If the Company delivers goods in its vehicle, the Company shall retain the risk for the condition of the goods until delivery has been made (save for delivery beyond the nearest hard road, in which case see 13.b above).
- b) If delivery is by carrier or by post, at the request of the Customer, then the risk for the conditions of the goods shall be with the Customer after the goods have left the Company's premises.
- c) If delivery is by carrier or by post or by any other means at the choice of the Company, then the risk of the goods shall be with the Company until delivery.
- d) The Company will charge the Customer for the cost of carriage, postage, or other delivery effected at the Customer's request and/ or with the Customer's consent.
- e) Delivery shall be deemed to be completed upon arrival of the goods at the requested or appointed destination and before unloading or unpacking.
- f) Where the Customer collects the Goods from the Company's premises then the Goods will be at the Customer's risk from that point.

#### 16. PAYMENT

- a) Payment of the Price shall be due when the order is placed.
- b) The Customer shall not be entitled for any reason to withhold or set off payment for the goods. Time of payment shall be of the essence.
- c) The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- d) Interest on overdue accounts shall be paid at 3% above Bank Base Rate.

#### 17. VAT

The price is inclusive of Value Added Tax (VAT) and all costs or charges in relation to carriage and insurance, all of which amounts the customer shall pay in addition when it is due to pay for the goods.

#### 19. CLAIMS

- a) Save in cases of delivery by post, no claim for shortage in quantity of the goods delivered shall be entertained unless the same is made to the Company's representative or the carrier at the time of delivery.
- b) Any claim for shortage in the quantity of goods on delivery must be confirmed in writing to the Company within 3 days of delivery.
- c) Any claim as to the condition of goods on delivery must be communicated by the Customer to the Company within 3 days of delivery and confirmed in writing to the Company within 5 days of delivery.
- d) After 5 days of delivery, in the absence of a notified claim, the Customer is deemed to have accepted the goods as having been supplied in good condition and in accordance with the order.
- e) Where a claim is made in respect of the defective condition of goods, a representative of the Company, should the Company deem it necessary, shall be given access to inspect the relevant goods.
- f) The Customer in respect of the defective condition of any goods shall make no claim once they have been fixed, or any attempt has been made to fix them.
- g) The Company shall not be liable for any loss or damage from the application to the goods of any process, operation or treatment unless, prior to the making of the contract, the intended application shall have been agreed in writing by a duly authorised representative of the Company.
- h) The Company's liability for the defective condition of any goods shall not exceed the contract value of the goods in respect of which the claim is made.

20. Failure to deliver any part of the order shall not invalidate the contract for the balance.

21. The Company's conditions shall override any conditions of sale/purchase that the Customer may have. The Customer's conditions shall have effect only insofar as they do not conflict with the conditions of the Company.

#### 22. ENGLISH LAW

English Law shall govern the contract. The English Courts shall be the venue for any action arising out of the contract.