



Euros Stone Ltd: General Sales Conditions

ORDER

The offers made by Euros Stone Ltd are only valid for a period of 30 days from the date they have been sent and if they have been confirmed in writing. The orders are only considered final after the reception of a confirmation.

PRICE & VAT

All prices quoted include delivery within Euros Stone Ltd normal delivery area and will be charged at the price ruling at the date of the despatch note. Where shown, prices per metre are per nominal square metre. All prices or quotation are subject to VAT at the rate ruling at the time of the despatch. The prices are established for materials loaded and delivered in our warehouse, wherever may be the scale conditions or transport agreement. In case of increase in the price of the raw materials, fluctuation in the exchange rate, increase in labour costs or cost prices related to the ordered goods, these factors happening between the registration of the order and the delivery date, Euros Stone Ltd can include these prices increases either partially or totally onto the current selling price at the time of the delivery. The difference between the materials delivered and the material ordered caused by the size of the material must also be paid.

SPECIAL ORDERS

Euros Stone Ltd cannot cancel orders placed for material that have been specially ordered for the buyer or end client from manufacture. Under normal circumstances Euros Stone Ltd cannot accept back for credit or refund any returns of goods from such orders. Where we able to negotiate a return of the goods to the supplier, any credit or refund to the purchaser will be reduced by any handling charges and/or carriage charges incurred by us.

TRANSPORT

Expeditions are carried out in the name of the buyer at his risk and charge. The delivery of all goods ordered by the client will be carried out starting from the Euros Stone Ltd warehouse in the name and risk of the buyer, whether the transport has been organised by the buyer. If Euros Stone Ltd organises the transport, we are free to choose the packing, transport company and route. Only upon request from the buyer, insurance for goods in transit will be contracted in the name of the buyer and at their expenses. Euros Stone Ltd is free to choose the insurance company. If, to provide a service to the buyer, Euros Stone Ltd settles in advance the transport costs or other costs, these advances are carried out in the name and at the expense of the buyer. They are to be settled at the same time as the goods. Euros Stone Ltd is a mandatory of the buyer or the person receiving the goods to organise on to the carry out the transport of the goods. Euros Stone Ltd is not responsible for the eventual damages incurred by the goods transported and Euros Stone Ltd declines any responsibility about this matter, whether the transport has been carried out by our own means or by a professional transporter company, whether the transport company has been chosen by the seller or by the buyer. When a professional transport company has carried out the transport of the goods, Euros Stone Ltd is only acting as mandatory of the buyer in the choice of the transport company and the conditions in which will be carried out the transport. It is the responsibility of the buyer or the receiver of the goods to claim to the transport company in case of delay, breakages, missing goods. The buyer or receiver of the goods will also take to deal with any invoicing mistake caused by the transport company.

DELIVERY TIME

The delivery times are only given as accurate as possible information. Any unforeseen delay in delivery cannot give way to any compensation or justify the cancellation of the order.

SHORTAGES

No claim for damage or shortages will be allowed unless advised in writing within three days of delivery.

EXECUTION OF THE

Any delay from the buyer in the execution of the contract, especially in case of not retiring (loading)

CONTRACT – BUYER’S DELAY the materials within the agreed time, gives the right to Euros Stone Ltd to either invoice the materials and take all measures necessary for the corresponding payment to cancel all or part of the sale, or to resell the goods included in the contract at the charge and risk of the buyer.

NATURAL PRODUCTS Slate, Stone, Marble, Limestone and Travertine are natural materials and are therefore subject to variation in shade, colour, size, texture and thickness. The information and advice we offer is given in good faith and without guarantee. No responsibility will be accepted by Euros Stone Ltd for any of the above inherent characteristics once the tiles have been fixed or sealed.

GUARANTEE All goods must be examined before fixing. Euros Stone Ltd will not accept any responsibility for shade variation in materials that have been fixed. Euros Stone Ltd never gives more guarantee than the company that produce the materials. Amongst other things, this means that no guarantee will be given if the buyer does not act suitably in accordance with these conditions. The buyer must check the products to discover eventual defects within eight days following the delivery. If the buyer finds defects, he must inform Euros Stone Ltd immediately in writing. The buyer and/ or end client and any other person who comes to inspect or select materials in one of our warehouses will totally assume the responsibility of his choice of natural stone. Eventual indications given by Euros Stone Ltd are given in a purely indicative way and do not engage Euros Stone Ltd. Euros Stone Ltd declines any responsibility with regards to the choice of the buyer and/ or end client of a material not suited and/ or an unsuitable finish within the conditions of the posterior use of the material. The client – the buyer is the only person responsible for the choice of the material as well as its finish. The client - the buyer cannot make Euro Stone Ltd responsible for anything. Our products are guaranteed within the conditions set in UK laws. The buyer cannot claim compensation from Euros Stone Ltd. Euros Stone Ltd can only be requested to replace the good delivered in case of founded reasons. The purpose of the samples provided is to define the material chosen, its origin, type and general colour. It is not possible to guarantee an absolute match between the sample and the material delivered. Colour differences, rust, veins, spots or grain concentrations cannot be reasons to cancel a contract, to refuse the goods, to reduce the goods or to reduce the price of the goods. A derogation of plus/minus 2 millimetres in the thickness of the materials is accepted in the natural stone work field and cannot give way to any claim whatsoever. Euros Stone LTD is not responsible for the damages caused by icing or any other reasons linked with atmospheric conditions affecting the natural stone. Euros Stone Ltd is not responsible for the finished work done by the buyer or any other person on the materials supplied by Euros Stone Ltd. In case of litigation, Euros Stone Ltd will be only responsible up to the value of the goods supplied, never for any concept that may now be the goods supplied themselves, like the transport, storage costs, and added value of the work done on or with the goods. The use of part of the goods implies the acceptance of the complete lot supplied that includes the used goods. Euros Stone Ltd is not responsible under any circumstance for the damages caused by the delays in the delivery term, nor for the consequent damages including damages caused by lost gains or lost savings. The buyer will compensate Euros Stone Ltd against any responsibility from third parties and will never consider an employee of Euros Stone Ltd responsible.

RETURN OF GOODS No goods are supplied on a ‘sale or return’ basis and in general we will not accept goods back. However if goods are accepted back for credit they will be subject to a handling charge of 25% or £20 whichever is the greater. Returns must be made within two weeks of delivery and will only be accepted in full and in a saleable condition.

ESTIMATION OF QUANTITIES The buyer is responsible for ensuring that quantities ordered and measurements taken are correct. Where Euros Stone Ltd calculate customer’s order requirements from measurements provided to us we do so in good faith and cannot accept any liability for errors in those calculations.

CUSTOMER’S OWN SAMPLES When samples of tiles or other products are given to us for identification purposes, Euros Stone cannot accept any liability for any loss or damage suffered directly or indirectly by the purchase or the supplier of the sample. No such samples will be returned.

LIMITATIONS OF LIABILITY Euros Stone will have no liability for any consequential loss or damage suffered directly or indirectly by the purchaser, including but not limited to wasted time or expenditure or loss of profits or any claim against the purchaser by any person.

**FORTUITOUS CASES
AND FORCE MAJEURE**

Euros Stone Ltd is disengaged of any commitment related to the delivery time:

- When the buyer has not respected the payment conditions,
- When the information to be supplied by the buyer are not sent in due time,
- In case of force majeure or due to cause like: lockout, strike, plague, war, requisition, fire, flood, landslide, tool accidents, weather reasons, interruption or delay in the transports or any other cause resulting in a partial or total unemployment for Euros Stone Ltd and/or its suppliers.

ERRORS & OMISSIONS Euros Stone Ltd shall have no liability for errors and omissions in their Price List. We reserve the right to change prices, description etc without prior notice.

RIGHT OF THIRD PARTY No part of this agreement shall confer nor to be intended to confer a benefit on any third party for the purpose of the Contracts (Rights of Third Parties) Act 1999 or any other purpose.

UNPAID CHEQUES Cheques are accepted on the basis that they are cleared by the purchaser's bankers upon first presentation. Where a cheque is returned unpaid, we shall be entitled to charge an administration fee of £20 on each occasion.

PAYMENT Invoices from Euros Stone Ltd are payable once works are completed. Those holding a credit account must pay in accordance with their net amount at 30 days except agreement between the parties. These terms will be strictly applied, and we reserve the right to withhold further supplied of the account becomes overdue. The payments will have to be carried out at their expiry, despite any claim presented by the buyer after the non-execution of some parts of the contract that the payments would not relate to. The claims on invoices are not receivable when they have been presented 15 days after the invoice date. The payment is always required to be carried out at the address of the seller, drafts, or acceptations of payment from Euros Stone Ltd are not derogation to the clause. In case of non-compliance of the buyer with one of his obligations especially defaulting a payment at any expiry for any reason, Euros Stone Ltd has the right given by this fact, to cancel any execution or delivery and to immediately claim the payment of all the pieces produced or in production, sent, delivered or not, and to cancel the contract without previous notice, this being without prejudice to damages and interests that may be owed to Euros Stone Ltd. In case of payment draft, the payment default of a draft at its expiry immediately makes all the posteriors draft immediately payable. In case of nonpayment at the expiry date of any amount owed in accordance with the contract between the buyer and Euros Stone Ltd, in case of non-execution of any of the obligations of the buyer, the contract will be cancelled in accordance with the law applying to cases of full rights, if chosen by Euros Stone Ltd without having to undertake any judicial formality, eight days after a simple notification by recommended letter that has not been replied to. If the buyer does not respect, not duly respect or does not respect in time any of its obligations that are his responsibility by law or by these conditions, is in bankruptcy, files for bankruptcy protection, has his property seized, dies, is put under guardianship, does not pay an invoice or part of an invoice within the payment term, stops the company, enters in a fusion or in a takeover bid in the widest meaning of the term, Euros Stone Ltd has the right to dissolve the agreement partially or totally, by means of a written notification without judiciary interposition and without having to pay any damage and interest, all this without prejudice to the other rights of Euros Stone Ltd. The amounts owed by the buyer cannot be negotiated. In case of non-payment on the expiry date, the seller can consider this due date as a resolution of full right without any notification.

PROPERTY RESERVE The property transfer of the goods sold by Euros Stone Ltd is suspended until the total payment of the price has been received from the client. In case of payment by cheque or draft, the payment will be deemed realised at the effective and final time of cashing of the cheque or draft. The buyer cannot proceed to move the goods sold outside the usual place of installation or storage without the express authorisation of the seller. Any operation that could affect the possibility for the seller to reclaim the goods in their state or to modify the judicial situation of all or part of the sold goods can only take place, unless previous and written agreement of the seller, after the payment of the balance owed on the goods in question. Euros Stone Ltd retains the right of property on all the products delivered to the buyer until the buyer has paid Euros Stone Ltd for these products, for the services rendered by Euros Stone Ltd and for all the claims from Euros Stone Ltd generated by the non-respect of the agreement by the buyer. The buyer will not sell any product delivered by Euros Stone Ltd, will not apply any security interest and will not let the products out of his control for any reason whatsoever

before paying Euros Stone Ltd. If the buyer does not respect, not duly respect or not respect in time any of the obligations that are his by law or by these conditions, files for bankruptcy protection, has his property seized, dies, is put under guardianship, does not pay an invoice or part of the invoice within the payment term, stops the company, enters in a fusion or in a takeover bid in the widest meaning of the term, Euros Stone Ltd has the right to reclaim the material delivered immediately and without any formality, the costs being at the charge of the buyer. The buyer or his successors (in title) will provide all the necessary assistance so that Euros Stone Ltd is able to reclaim the materials and as of now give their authorisation to enter the buildings in which are stored these products. The seller retains the ownership of the goods until the complete payment. The risks are for the buyer. The payments in advance can be kept to cover eventual losses at the time of reselling.

RESPONSIBILITY

The client of Euros Stone Ltd or any person that enters in contact with the goods must be duly informed of its uses, Euros Stone Ltd is not responsible for the lack of knowledge of the client or the persons related with Euros Stone Ltd that enter in contact with the goods.

ADDITIONAL GUARANTEES

If it becomes apparent to Euros Stone Ltd that the credit of the buyer deteriorates, especially if there are measures of enforcement of judicial decisions undertaken against the buyer and/or in case of events questioning the proper execution of the commitment engaged or make them impossible, Euros Stone Ltd reserves the right, even if the goods have been partially or totally sent, to cancel totally or partially the order. All this without prejudice to the rights to damages from Euros Stone Ltd.

DISPUTES AND ARBITRATION

All our sales are considered treated in our head office that constitute the place of payment. Only the UK laws are applicable to all the offers and agreements of Euros Stone Ltd and to its applications by Euros Stone Ltd or third parties named by Euros Stone Ltd. The relevant Courts have the exclusive competence to judge the disputed related to offers, agreements and their application. If the collection takes place by judiciary means, not only the costs, but also the fees of all the law official will be at the charge of the debtors.

ACCEPTANCE

All orders implies from the buyer his adhesion to the above conditions, with the exception of special or contrary written agreements. The sales conditions of Euros Stone Ltd will always prevail over any sales conditions presented by the client.

RESERVATION OF TITLE

- [1] It is expressly agreed and declared that the title of the subject goods/product shall not pass to the [buyer] until payment in full of the purchase price. The [buyer] shall in the meantime take custody of the goods/product and retain them as the fiduciary agent and bailee of the [seller].
- [2] The [buyer] may resell but only as a fiduciary agent of the [seller]. Any right to bind the [seller] to any liability to any third party by contract or otherwise is, however, expressly negated. Any such resale is to be at arm's length and on market terms and pending resale or utilisation in any manufacturing or construction process, is to be kept separate from its own, properly stored, protected, and insured.
- [3] The [buyer] will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods/product in trust for the [seller] and will keep such proceeds in a separate proceeds account until the liability to the [seller] shall have been discharged.
- [4] The [seller] is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the [buyer] to the contrary.
- [5] In the event that the [buyer] uses the goods/product in some manufacturing or construction process of its own or some third party, then the [buyer] shall hold such part of the proceeds of such manufacturing or construction process as related to the goods/product in trust for the [seller]. Such part shall be deemed to equal in currency term the amount owing by the [buyer] to the [seller] at the time of the receipt of the proceeds.

ACCEPTANCE OF CONDITIONS

The purchaser shall be deemed to have accepted these Terms and Conditions of Sale, without reservation, upon the placing of any order for the supply of goods or services.