

TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1 The "Company" shall mean Concept Trade UK Ltd t/a IONIC STONE Co Reg No: 04342064 registered at 147 Cranbrook Road, Ilford, IG1 4PU).
- 1.2 The "Buyer" shall mean any person, firm, Company or organisation to whom Goods are sold by the Company.
- 1.3 "Goods" means products supplied by the Company under this Contract.
- 1.4 "Conditions" means the Standard Terms and Conditions of sale set out in this document.
- 1.5 "Price" means the Price of Goods exclusive of VAT, insurance and delivery costs.
- 1.6 "Contract" means the contract for the purchase and sale of Goods.
- 1.7 "Writing" includes telex, facsimile transmission, electronic mail and comparable means of communication.

2. Basis of the Sale

- 2.1 Buyer orders and agrees to purchase, and the Company agrees to sell the Goods, subject to these Terms and Conditions.
- 2.2 No variation or modification of or substitution for these Conditions (even if included in or referred to in the document placing the order) shall be binding unless specifically accepted by the Company in Writing.
- 2.3 This Contract replaces and supersedes any prior written or oral agreements, representation or understanding between the Company and the Buyer (including Company sales staff) in respect of the Goods.
- 2.4 It shall be the responsibility of the Buyer to check and ensure that all details relating to the order are correct and provide the Company with relevant information relating to the environment in which the Goods are intended to be used and for their delivery.
- 2.5 The Company at their discretion can provide estimates of Goods but this will be based on general guidance only and the Buyer should not rely on this estimate. It shall be the Buyers responsibility to ensure they have ordered the correct quantity of Goods and the Company shall not be responsible for any shortfall or surpluses.
- 2.6 Where products are supplied in a pattern format involving different sized products to complete a pattern the Company reserves the right to only supply the pattern as a whole and not individual constitute parts.

3. Validity of Quotation

- 3.1 Unless previously amended or withdrawn, the Company's quotation is valid for 30 days only. The Company's quotation is not an offer but merely an invitation to the Buyer to make an order for Goods under these Conditions.
- 3.2 The Company reserves the right to change the Price by giving the Buyer notice at any time before delivery to reflect any increase in the cost of the Goods to the Company (any factors beyond the Company's control including foreign exchange fluctuations, alteration of duties, increase of the cost of transport and materials and such like).
- 3.3 If the Buyer receives a notice pursuant to change in the Price the Buyer shall be entitled to cancel the order without penalty by giving not less than 2 working days notice to the Company in Writing.
- 3.4 If an order which has been accepted by the Company is either cancelled or varied by the Buyer, then the Buyer shall be responsible to pay the Company any costs, losses, or expenses properly and reasonably incurred or suffered by the Company as a result of the cancellation or variation.

4. Prices, Payment, Orders and Credit Facility

- 4.1 Prices are subject to alteration or withdrawal without notice.
- 4.2 Orders can only be accepted subject to these Conditions and that Goods will be invoiced at Prices ruling on the date of payment.
- 4.3 All orders must be confirmed in Writing with the Company, either by fax, letter or email. The

Company will not accept any liability for any errors in the absence of written orders.

- 4.4 The Company initially treats all new business Buyers on a non-credit basis. Payment (in cleared funds) is required before delivery is dispatched from the Company's warehouse.
 - 4.5 After a number of transactions, for the Buyer who wishes to open a credit account with the Company, a credit checking of the Buyer will be carried out and as a result of positive credit rating of the Buyer the Company will decide the terms of payment, for that particular Buyer.
 - 4.6 From the time of receipt by the Buyer until such time as payment shall be made for the Goods the Goods shall be at the risk of the Buyer and any loss of or damage to or deterioration of the Goods from any cause whatsoever other than negligence of the Company shall be the responsibility of and be borne by the Buyer. In the event of negligence by the Company being established the liability of the Company for such loss or damage shall be limited to the invoice value of the Goods.
 - 4.7 Subject to any special terms agreed in Writing between the Company and the Buyer the terms of payment are as follows:
 - 4.8 For all orders, Payment must be received in full or payment must reach into the bank account of the Company (cleared funds) prior to dispatch of the order.
 - 4.9 Liability for payment for Goods shall arise at the time of the order. If payment is not received prior to delivery the Company reserves the right to charge interest on overdue amounts at the rate of 6% per annum above Barclays Bank Plc base rate from time to time until the payment is made in full.
 - 4.10 The Buyer shall indemnify and hold the Company harmless against all charges, costs, expenses and liabilities incurred by the Company or the Company's agent in the collection of any monies due from the Buyer.
 - 4.11 Special orders must be paid in full before the production begins and once ordered are not retractable.
 - 4.12 Any Goods purchased ex-display or special offer tiles are sold as seen and the onus is on the Buyers to satisfy themselves as to the quality at time of purchase. No refunds/exchanges will be available on these Goods.
- ### 5. Product Information and Samples
- 5.1 All descriptions, images, (in both print and on the internet) advertising, and specification are for purposes of giving an approximate representations of the Goods only and their accuracy cannot be warranted by the Company.
 - 5.2 The Company shall be under no liability in respect of natural and geological variations occurring in terms of colour, markings, texture, size, and between consignments, which are beyond the control of the Company.
 - 5.2(a) Buyers who order from the 'Honed & Filled' travertine range must accept the following natural occurrence: cavities found on the surface, not those inside are filled with compound at the factory. After installation, those cavities that are just underneath the surface may appear due to wear and tear. These internal cavities may appear in no specified time i.e.3 months, or 3 years which may not be controlled or prevented.
 - 5.3 The sample is supplied within the Company's tolerance limits of size, texture and colour variation. The Company cannot guarantee to match shades of the samples presented or any previous orders supplied.
 - 5.4 All natural tiles are to a greater or lesser extent porous and need to be impregnated with industry recognised materials. Some stones may be easily scratched and / or is subject to pitting /chipping.
 - 5.5 Stone delivered to site must be stored securely in suitable conditions. Tiles must always be stacked and stored vertically (on edge) but not on hard surface as this can cause unnecessary edge chipping.
 - 5.6 The Company strongly suggest that all tiles are blended before installation. The installer must have an understanding of blending requirements or special patterns as part of the skills.
 - 5.7 Buyer should always consider wastage on each project before ordering, for instance minor damage

to some stones which may occur in transportation or during site handling, site cutting and grading.

- 5.8 Whilst sorting tiles to ensure suitable blending, normal practice calls for segregation of tiles with minor damages or some unusual markings. They can be used where cut tiles are required, or in less visible locations. Natural stones is particularly susceptible to colour and tonal variations from batch to batch.
- 5.9 Stone tiles are always packed in wet conditions at the factory and cannot properly dry out until unpacked; they will lighten in colour as they dry. It is therefore essential that all tiles are completely dry prior to installation to be able to assess any colour variation present. To check this, it may be necessary to place a tile in front of a direct heat source to see the true colour of the stone when it is totally dry.

6. Delivery

- 6.1 Delivery charges shall be paid by the Buyer and will vary dependent on size, weight and distance from the Company warehouse.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Company will endeavour to have the Goods delivered to the delivery address on the delivery date but the time for the delivery shall not be of the essence unless previously agreed by the Company in Writing.
- 6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.4 Delay due to circumstances outside the control of the Company shall not entitle the Buyer to cancel any order or refuse delivery.
- 6.5 The Goods will be off-loaded at the nearest accessible point to the delivery address at the discretion of the driver, which may be kerbside.
- 6.6 The Buyer shall inform the Company of any access restrictions or difficulties for a large lorry with tail-lift (and pump truck) and that Buyer must ensure a suitable/responsible person is at the delivery address at the time of the delivery to supervise the off-load and to sign for the Goods.
- 6.7 The Buyer shall be responsible for the movement from the vehicle off-load position to its final destination (onwards handling).
- 6.8 If delivery is unsuccessful due to no one being at the delivery address at the time of delivery or due to the Buyer failing to inform of private inaccessibility or relevant restrictions, the driver will retain the Goods and the Company will await further instructions from the Buyer. Note the Buyer will be charged additional delivery charge in these instances (for every attempt to re-deliver).

7. Examination, Reporting Damage and Acceptance

- 7.1 The Company takes care to ensure that all Goods leave in perfect condition. Goods delivered to the Buyer must be checked immediately and any damages/faults must be reported to the Company in Writing, within 48 hours of delivery.
- 7.1(a) If there is any obvious damage to the Goods, please make a note of the damage on the delivery note,
- 7.1(b) Check your delivery fully, take a digital photo of the damaged items and forward to us with a written statement of damages as soon as possible as this will enable the Company to claim against the carrier.
- 7.2 Shortages, damaged and incorrect deliveries notified to the Company wherever possible will be remedied within a further 14 working days subject to availability and transportation.
- 7.3 The Buyer shall deemed to have accepted the Goods, if they are not returned or rejected within 7 working days of delivery or the Goods have been fitted/fixed or attempted to fit/fix to a wall or floor.

8. Cancellation and Returns

- 8.1 In the unlikely event that the Buyer is unhappy with the Goods supplied (excluding the reasons of quality i.e. faults in sizes, finishes etc), the Buyer has the statutory right to cancel this contract within 7 working days of the delivery (except for those orders which were specifically made) and that the Goods must be returned to the Company within 14 days and

the purchase Price will be refunded in full on confirmation that the Goods are in the same condition including original packaging as delivered. No credit will be issued for any material returned damaged.

- 8.2 No returns will be accepted after 7 working days. In exceptional circumstances, Goods may be accepted for credit within 28 days of the purchase and where such consent is given a minimum re-stocking fee of 20% of the Price of the Goods will be charged plus any delivery charges where applicable.
- 8.3 In all cases the Buyer shall pay for the cost of receiving and sending the Goods back to the Company.

9. Risk

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any provision of these Conditions, the ownership in the Goods shall not pass to the Buyer until the Company has received full payment or by way of cleared funds in full of the Price of the Goods.

10. Liability

- 10.1 No part of this Contract affects the Buyers statutory rights.
- 10.2 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reasons of delay performing, or any failure to perform, any of the Company's obligation in relation to the Goods, if the delay or failure was due to Act of God, the Buyers act or any cause beyond the reasonable control of the Company.
- 10.3 The Company accepts no liability for consequential loss or damage to property, which is attributed to the failure of the Goods supplied whether due to accident, abuse, and incorrect technical assessment by the Company. In any event the Company's maximum liability in all cases shall be limited to the invoice value of the Goods supplied.

11. General

- 11.1 If any provision of these Conditions is held by any competent authority to be invalid or un-enforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 11.2 This Contract shall be governed by the laws of England and both the Company and the Buyer agree to submit to the non-exclusive jurisdiction of the English courts.