

MONTPELLIER MARBLE LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

These are the terms and conditions on which we will contract with you. They apply to both trade customers and consumers. If you contract as a consumer they do not affect your statutory rights.

INTERPRETATION

1. In these terms and conditions ("Conditions") the following words have the following meanings:

"the Buyer" means the person(s), firm or company who purchases the Goods from the Company;

"the Company" means Montpellier Marble Limited (Company no. 03424442);

"the Contract" means any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;

"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them);

2. Any reference to any provision of a statute in these Conditions shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
3. Any headings in these Conditions are for convenience only and shall not affect interpretation.

APPLICATION OF CONDITIONS

4. All Contracts shall be subject to these Conditions.
5. Any alternative conditions or any addition, alteration or variation to these Conditions or representations about the Goods shall not apply unless they are expressly agreed in writing and signed by the Company and nothing in these Conditions shall exclude or limit the Company's liability for fraudulent misrepresentation.
6. In the event that the Contract is inconsistent with these Conditions, these Conditions shall prevail.
7. Any order for Goods by the Buyer to the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.
8. No order placed by the Buyer shall be deemed to be accepted until a written acknowledgement of the order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

9. The Buyer must ensure that the terms of its order and any applicable specifications are complete and accurate.

DESCRIPTION AND QUALITY

10. The Company's catalogues, brochures, leaflets, website or correspondence are not binding and unless specifically provided to the contrary in writing or in the Sale and Supply of Goods to Consumers Regulations 2002, all specifications, descriptions, photographs, measurements or capacities are approximate only and shall not form part of any Contract or be treated as constituting any warranty, representation or condition in relation to any of the Goods.
11. Any Goods which are made, in whole or part, of natural materials may have natural markings, veining, variations in colour, cracks and vents. No liability will be accepted by the Company in respect thereof and the Company reserves the right to cramp, stop or reinforce or fill such natural features in such matter as the Company deems fit.
12. The Company warrants that (subject to the sheer provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 and be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Company.
13. The above warranty is given by the Company subject to the following conditions:-
 - a. the Company shall be under no liability in respect of any defect in the Goods arising from any design, drawing or specification provided by the Buyer;
 - b. the Company shall be under no liability in respect of defects arising from fair wear and tear, wilful damage, negligent installation or fitting by the Buyer or a third party, failure to follow the Company's instructions, misuse, alteration or repair of the Goods without the Company's consent;
 - c. the Company shall be under no liability under any warranty, condition or guarantee if the total price for the Goods has not been paid by the due date.

SAMPLES

14. Notwithstanding that a sample of the Goods has been exhibited to and inspected by the Buyer, such sample shall be for the purposes of identification only and shall not constitute a sale by sample.
15. Any sample provided by the Company may vary from the Goods delivered but shall be equal in quality to the approved samples.

DELIVERY

16. Goods shall be delivered to the Buyer's place of business as detailed in the Contract unless otherwise agreed in writing by both parties.
17. Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence.
18. Notwithstanding condition 32, immediately upon delivery the Buyer shall make a reasonable inspection of the Goods and the Company shall not be liable for defects discoverable on reasonable inspection unless the Buyer notifies the Seller within 3 days from and including the date of delivery. Where the defect is not apparent on reasonable inspection then the Buyer shall notify the Company of the defect within a reasonable time after discovery thereof.
19. If delivery of the Goods is not refused and the Buyer does not notify the Company in accordance with condition 18, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect. The Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
20. The Company shall, at its option, replace, repair or give credit for any defective Goods provided that condition 18 has been complied with and that the defective Goods have been returned to the Company within 14 days of delivery, accurately identified and packaged appropriately.

RISK/TITLE

21. Risk of damage to or loss of the Goods shall pass to the Buyer:-
 - a. at the time the Goods leave the Company's premises where the Buyer collects the Goods or where the Buyer arranges for delivery of the Goods from the Company's premises; and
 - b. at the time the Goods are delivered to outside the Buyer's premises where the Company has agreed to deliver the Goods to the Buyer. The Company shall accept no responsibility for damage caused by the Goods being placed inside the Buyer's premises or such other place as directed by the Buyer.
22. Ownership of the Goods shall not pass to the Buyer until the Company has received in full and in cleared funds all sums due to it in respect of:
 - a. the Goods; and
 - b. all other sums which are or which become due to the Company from the Buyer on any account

and until such time as ownership of the Goods has passed to the Buyer the Company shall be entitled to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so forthwith to enter upon the Buyer's premises and repossess the Goods.

23. Until ownership of the Goods has passed to the Buyer, the Buyer must:

- a. retain possession of the Goods and store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property; or
- b. in the event that the Buyer sells the Goods to a bona fide third party at market value or otherwise, hold such part of the proceeds of sale as represent the amount owed by the Buyer to the Company on trust for the Company and not mix the proceeds with any other money and the Buyer shall account to the Company accordingly.

PRICE

24. Unless otherwise agreed by the Company in writing the price for the Goods shall be the price set out in the Company's price list at the date of delivery.
25. The price for the Goods shall be exclusive of any value added tax and delivery charges which are payable by the Buyer to the Company.

PAYMENT

26. Where the Company has agreed in writing to provide the Buyer with credit terms, payment of the Goods shall be due no later than 30 days from the date of the invoice or such date as is specified on the Company's written acknowledgement of the order (whichever is the earlier). In the event that no credit terms have been provided to the Buyer, payment shall be made on delivery of the Goods.
27. Time for payment shall be of the essence.
28. No payment shall be deemed to have been received until the Company has received cleared funds.
29. Interest at 2% per month or part thereof will be payable, both before and after any judgment, by the Buyer to the Company on any overdue payments.
30. All payments payable to the Company under the Contract shall become due immediately upon:
 - a. termination of this Contract despite any other provision; or
 - b. any act or proceedings which involves the solvency of the Buyer.

CONSUMER RIGHTS AND THE RIGHT TO CANCEL

31. The Buyer's statutory rights including but not limited to those contained within the Sale of Goods Act 1979 (as amended) and the Sale and Supply of Goods and Services Act 1994, shall not be affected by the restrictions and limitations set out in these Conditions.
32. In the event the Buyer is entering into the Contract as a consumer the Buyer shall:
 - a. from the time the Contract is made until a period of 7 days following delivery of the Goods, have the right to cancel the Contract by sending written notice of cancellation to the Company PROVIDED that the Buyer is not physically present when the Contract is entered into. The Buyer shall have an obligation to take reasonable care of the Goods and the right to cancel, as provided for in this

clause 32a, may lapse if the Goods have been damaged or fitted/ installed; and

- b. have the right to require Goods be repaired or, where appropriate, replaced for a period of six months after the Contract is made where the Goods do not conform to the specifications of the Contract save where the Company can establish that the Goods do so conform.

33. In the event the Buyer cancels the Contract under condition 32a above:

- a. the Buyer shall be responsible for paying all reasonable costs and expenses incurred in the Goods being returned to the Company; and
- b. the Company shall reimburse any sum paid by the Buyer within 30 days of the notice of cancellation being given.

LIMITATION OF LIABILITY

34. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

35. The Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of earnings, damage to property, loss of business, damage to reputation or goodwill or any indirect, special or consequential loss or damage), costs, expenses or other claims whatsoever (howsoever caused) which arise out of or in connection with the Contract.

36. Where the Buyer notifies the Company of any defects in accordance with condition 18 the liability of the Company to the Buyer for any loss or damage of whatsoever nature and however caused shall be limited to and in no circumstances shall exceed the price paid by the Buyer for the Goods.

37. The Company shall accept no liability whatsoever for the actions of any third party to whom the Company introduces to the Buyer. The Buyer shall contract separately with such third party and should make his own enquiries and investigations as to the suitability of the third party to carry out any such contract.

FORCE MAJEURE

38. The Company shall not be liable if it is prevented from or delayed in the carrying out of its obligations under the Contract by situations of force majeure including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, adverse weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or any other event beyond the reasonable control of the Company.

VARIATION

39. The Company reserves the right to vary these Conditions at any time but the terms and conditions which apply to the Contract between the Company and the Buyer shall be those in force at the time the Contract is entered into.

ENFORCEABILITY

40. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

41. WAIVER

Failure or delay by the Company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the Contract nor shall the waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

42. ASSIGNMENT

The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

THIRD PARTY RIGHTS

43. No other person shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not effect any right or remedy of a third party which exists or is available apart from that Act.

COMMUNICATIONS

44. Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and addressed to the other party at its registered office, principal place of business or, where the Buyer is a consumer, home or such other address as may at the relevant time have been notified to the party giving the notice where such notice shall be deemed to have been given when delivered if delivered by hand and 2 working days following the date in which the said notice was so posted.

LAW AND JURISDICTION

45. This Agreement shall be governed by the laws of England and Wales and the Buyer agrees to submit to the exclusive jurisdiction of the English Courts.