



GRANITE WORKSURFACES MARBLE BATHROOMS

TERMS AND CONDITIONS

1. Definitions

Under the terms and conditions of sale set out below:

- a) "The Company" means Cheshire Marble Industries Ltd.
- b) "The Buyer" means the corporation, firm, company, institution, person or persons to whom a quotation is made or to whom goods are sold by the Company.
- c) "Goods" mean products supplied by the Company under this contract.

2. General

Any order accepted by the Company whether or not it is based on or results from this or any other quotation or tender given by the Company is deemed to incorporate these terms and conditions. No variation or modification of or substitution for these terms and conditions (even if included in or accepted by the Company in writing).

3. Validity of Quotation

Unless previously amended or withdrawn the Company's quotation is open for acceptance for the period stated therein or where no period is stated for 30 days after the date thereof. The Company's quotation is not an offer but merely an invitation to the Buyer to make an order for goods under the terms and conditions of the quotation.

4. Confirmation of Orders

Orders accepted by the Company may not be cancelled under any circumstances unless agreed in writing by the Company. Cancellation of goods ordered to the Buyer's own specification will not be accepted. Orders by cable, telegram, telex or telephone are accepted only at senders risk and subject to these conditions. They should always be confirmed in writing.

5. Returned Goods

Goods once dispatched may not be returned without the Company's consent in writing. In any event where such consent is given a re-stocking charge of 15% of the price of the goods will be made. Goods returned must be adequately identified and packed and sent carriage paid and must be received in the same perfect conditions as at date of dispatch from the Company's warehouse.

6. Delivery

Unless otherwise specified in the quotation delivery shall take place at the Company's. If by reason of the Buyer's default the goods are not taken up or delivered by the date specified in the contract, the company may either treat the contract as repudiated or alternatively store the goods at the Buyer's risk and expense. Estimates of delivery dates and times are to be regarded as approximate only and the Company accepts no liability for any loss, injury, damage or expenses consequent upon any delay in delivery of goods. Delay due to circumstances outside the control of the Company shall not entitle the customer to cancel any order or refuse to accept delivery. Offers for delivery from stock are made subject to goods remaining unsold on receipt of order.

7. Prices

Prices are subject to alteration or withdrawal without notice. Orders, can only be accepted subject to the condition that goods will be invoiced at prices ruling on the date of dispatch from the Warehouse unless otherwise stated on an official quotation of the Company. Unless otherwise stated prices are net ex works excluding VAT.

8. Warranty

The Company goods are tested or examined before dispatch but are supplied without any warranty condition guarantee expressed or implied that they are suitable for use under any special conditions or for any particular purpose although such conditional purpose may be known to the Company at the time nor in the absence of a specific guarantee in writing is any guarantee given as to the life or wear of the Company's goods. Granite is a natural stone and thus is subject to variation in colour and grain. Granite surfaces are not impervious to damage. Once installed the Company can accept no liability for any mark, stains or discolouration on the granite after final inspection by the buyer and the Company. No responsibility will be taken by the Company for any cracks or fissures appearing after installation. The Company cannot accept any claims based on the variations apparent in granite as a natural stone this includes granite slabs installed by the Company as replacements at the direction of the Buyer for damaged slabs. The Company does not recommend replacing part of a granite worktop as no two pieces of granite are the same. Normal joints are approximately 2mm wide. As granite is a natural material slabs of granite are not totally flat. Whilst the Company makes every effort to make the joints as even as possible there may occasionally be a slight lip. This must be accepted as normal for granite worktops. The Company shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the goods without the Company's approval.

9. Property of Goods

The Property in Goods delivered under this contract shall not pass to the Buyer until their price and interest (payable pursuant to clause 11) and any other sum payable under this contract have been paid in full. Until actual payment of all such sums, the Buyer shall hold the goods in the fiduciary capacity of bailee (and without prejudice to the generality of the foregoing, the Buyer shall store and mark the Goods in such manner that they shall be readily ascertainable as goods which are the property of the Company) provided that this shall not prevent the Buyer from selling and using the Goods in the ordinary course of his business until such permission has been withdrawn pursuant to Clause 11.

10. Risk

Risk shall pass when the goods are delivered to the Buyer, delivery being defined in clause 6 above.



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11. Payment

At the Company's discretion, payment will either be by:

- a) Pro-forma payment in full prior to template taking unless other terms are agreed.
- b) Liability for payment of Goods shall arise on delivery. And such payment must be made not later than the end of the month following the month of invoice.

Any discounts specified in the Company's quotations shall relate only to payments so received. The Company reserves the right to charge interest on overdue amounts at the rate of 2% above the Bank of England minimum lending rate (or if there is no rate 2% above the Royal Bank of Scotland) ruling on the last date on which payment must be made. If payment is not made by such date or if the buyer is in default as regards payment under this contract with the Company, the Company (without prejudice to its other rights) reserves the rights;

- a) To suspend deliveries under this contract for so long as the default continues.
- b) To serve notice on the Buyer that if sums due under this contract are not paid within 14 days, the Company shall be entitled to treat this contract as repudiated or
- c) To sue for the price, notwithstanding that property in the Goods has not passed to Buyer.

After service of the notice described in b) above, or on the occurrence of any of the circumstances described in Clause 12 as entitling the Company to treat this contract as repudiated, the Buyer shall not submit Goods to any process of manufacture, incorporate them nor mix them with other goods; nor change their nature in any way whatsoever nor shall the Buyer sell any Goods which are still the property of the company to third party until all monies due to the Company are paid.

12. Insolvency

Without prejudice to its other rights, the Company may by notice treat this contract as repudiated if: the Buyer enters into liquidation whether compulsory or voluntary (except for the purposes of a solvent reconstruction or amalgamation), or the Buyer becomes insolvent within the meaning of Section 61 (4) Sale of Goods Act 1979 or does any other act of bankruptcy as defined by Section 1 Bankruptcy Act 1914 or any act which would be an act of bankruptcy if the Buyer were an individual, or the Buyer makes any assignment to, or agreement or composition with his creditors, or a receiver of the whole or any Part of the Buyer's undertaking is appointed, or a meeting is convened at which a resolution to wind up the Buyer will be proposed or on the passing of a resolution or the presentation of a petition to wind up the Buyer, or on any other event or default of any nature whatsoever which would cause the Company reasonably to consider that its property in the Goods or in the proceeds of resale by the Buyer may be adversely affected, or that it is unlikely to be paid in full for the Goods.

On such notice, all Goods which remain the property of the Company shall forthwith be redelivered to the Company at the Buyer's risk and expense and for the purpose of taking possession of such Goods the Buyer hereby grants, to the Company's representative a license to enter upon its premises or any other premises where those Goods are stored during normal business hours to remove such Goods.



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12a Part Payment and Resale

If notwithstanding the Buyer's default, the Company chooses to enforce this contract, it shall recover and sell only so many of the Goods as may be necessary to obtain the full purchase price. Interest and any other sums due from the Buyer with such further sum as represents proper damages for the Buyer's breach of contract. Any surplus Goods or funds obtained from such resale shall be passed on to the Buyer.

If the Company chooses to treat this contract as repudiated, the Company shall repay to the Buyer any part payment of the purchase price of those Goods which remains after deduction of an amount representing damages for the Buyer's breach of contract.

If the Buyer sells any Goods which remain the Company's property, the proceeds of resale and/or the claims to such proceeds shall at all times be held on trust for the Company and the Buyer shall pay all such proceeds into a bank account separate from all other monies and the Company shall account to the Buyer for any sums in excess of the price for the Goods and other sums payable under this contract.

13. Law Applicable

Any contract subsisting between the Company and the Buyer shall be construed in all respects in accordance with the laws of England and unless otherwise arranged is subject to the jurisdiction of the English Courts.

14. Errors

Clerical errors and omissions are subject to correction without notice.

15. Damage or Shortage

a) Where goods are delivered by outside carriers damage or part loss claims cannot be entertained unless the carriers and the Company, is notified in writing, within three days from the date of delivery.

b) Where goods are delivered by the Company and a receipt of delivery note signed by the customer is received, the goods will be deemed to have been examined and therefore no claim for damage or loss can be entertained by the Company.

c) The Buyer may not exclude this provision either by marking his signature unexamined or by failing to return the signed delivery note or otherwise.

16. Notices

Notices shall be in writing sent to the address of the appropriate party set out on the face of this contract or to such other address as may from time to time (by notice to the other party) be designated, and notices shall be deemed to have been duly given:

a) On the date of transmission if sent by telex, telecopier, cable, telegram or e-mail

b) On the date of delivery if delivered by hand

c) Two days after the date of posting if sent by First Class Mail.

In proving service by post it shall be sufficient to prove the envelope containing the notice was properly addressed, stamped and posted. And in proving service by telex or e-mail, that the intended recipient's answerback code is shown on the copy, retained by the sender at the beginning and end of the telex or e-mail.

17. No Waiver

No relaxation, Forbearance, indulgence or delay by, either party in enforcing any of the terms of this Agreement or the granting of time by either party to the other shall affect, prejudice or restrict the rights of the other party under this Agreement nor shall any waiver of any breach of this Agreement operate as a waiver of any subsequent breach.