

TOUCHSTONE WORKTOPS LTD. - TERMS AND CONDITIONS OF SALE

1. Definitions.

Conditions - these terms and conditions of sale and any special terms and conditions agreed in writing by a director of the Company.

The Company - Touchstone Worktops Ltd.

The Customer - the individual or Limited Company that accepts the Company's Quotation for the sale of the Goods and/or for the supply of the Services or whose order for the Goods or Services is accepted.

Contract - the contract for the purchase and sale of Goods and/or supply of Services.

Goods - the goods which we are to supply in accordance with these Conditions.

Services - the services which we are to provide in accordance with these Conditions.

Site - the premises where the goods are to be installed or delivered to.

Deposit - we take the receipt of a deposit as an order/contract for the Goods or Services required to be provided by us.

2. Formation of Contract.

a) These conditions shall govern the terms of the agreement and shall apply to all Contracts to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order or similar document. No other oral or written discussions/documents which seek to vary these terms will have any binding effect upon the contract unless agreed in writing and signed by a director of the Company.

b) The Company's employees or agents are not authorised to make any representations regarding the Goods unless confirmed in writing and signed by a director of the Company. In entering into the Contract the Customer acknowledges that he does not rely on any such representations which have been made orally.

c) Any advice or recommendation given by the Company, its employees or agents to the Customer as to the storage, transportation, application, care or use of the Goods which is not confirmed in writing and signed by a director of the Company is followed or acted upon entirely at the Customer's risk.

3. Price and payment.

a) The price shall be the Company's quoted price and is exclusive of VAT which shall be charged at the rate prevailing at the time of delivery. A quotation by the company does not constitute an offer and may be withdrawn or varied at any time prior to acceptance. The Company reserves the right, by giving the Customer notice at any time before delivery, of any increase to the price to reflect any increases in the cost to the company which is due to any factor beyond the Company's control, (including, but not limited to, any significant increase on the costs of labour, materials or other costs of manufacture or installation), any change in delivery dates, quantities or specifications for the Goods which is requested by The Customer, or any delay caused by any instructions from the Customer or its failure by the Company to give us adequate information or instructions.

b) A deposit of 65% of the amount (exclusive of VAT) is payable by the Customer prior to commencement of any order that entails the services of template, supply and installation. The deposit is non-refundable in the event that the Customer terminates the contract for any reason.

c) Payment of the balance due must be settled within a maximum of 7 (seven) days of the date of installation/invoice whichever is earlier.

d) For works which do not require the Company to install the goods payment in full is required at the time of order.

e) In the event the Customer fails to pay for the goods as required under this clause the Company may terminate the contract with immediate effect without incurring any liability for loss or damage however arising.

f) Interest on overdue invoices shall accrue from the date when the payment becomes due on a daily basis until the date of the payment at the rate of 2% per month.

e). Payments can be made by bank transfer and debit/credit card for the exact amount billed.

4. Cancellation.

No order, which has been accepted by the Company, may be cancelled by the Customer except with the Company's consent in writing signed by a director of the Company and on terms that the Customer shall indemnify and agree with the Company. The Customer will indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

5. The Goods.

The quantity and general description of the Goods shall be as set in the Quotation. Where goods have been sold on the basis of a sample the Company cannot guarantee that the Goods will be identical or resemble the sample. Any descriptions of The Goods are for guidance only and do not imply suitability for any particular purpose. The Goods are natural products and, as such, are sold subject to their natural markings, grain, variations in colour, cracks and vents. We do not accept any responsibility for claims based on the existence of such natural characteristics or for repairs to these natural areas where we have undertaken repair work once installed and in order to maintain its finish. The Customer is responsible for any day to day maintenance and/or care of the product.

6. The Customer's Obligations.

It is the Customer's responsibility to ensure that:

a) the Goods are suitable for their intended use, whether or not such use has been made known to the Company.

b) all details of the Goods and Services required by the Customer have been communicated to the Company and that its Quotation accurately reflects the Customer's needs/requirements.

c) The Customer, or a representative appointed by The Customer, is present at a pre-arranged time when a template is taken or provide clear written instructions to enable the template to be prepared.

d) the cost of any site alterations to the Goods, which arise because the Customer either changes its specification or arise because the Customer failed to give clear instructions on how the template was to be. Any additional costs that have been incurred will be notified to the Customer prior to any work being undertaken.

e) any details from the template the Company prepares is accurate and correct. Any amendment to the template must be advised to the Company in writing before production commences.

f) The Company has access to the Site at the time agreed by between the parties. If it is unable to access at the time agreed the Customer shall be responsible for all resultant costs and expenses incurred by the Company.

g) All reasonable steps as may be necessary to ensure the safety of any of the Company's employees or representatives who attend the Site are taken by the Customer.

h) any measurements and details provided by The Customer that The Company are instructed to cut to are correct.

7. Inspection of Goods & Services.

a) The Customer shall inspect the goods immediately upon delivery or as soon as is reasonably practicable or in any event within 48 hours of delivery or upon completion of installation of the Goods, whichever is the sooner, and notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with its contractual obligations. The Customer shall allow the Company to inspect the Goods within a reasonable time after delivery or installation and before any use is made of them. If the Customer fails to notify the Company of any alleged defects or breaches the Company will have no liability for such defect or failure and the Customer shall be bound to pay the contractual price as if the goods had been delivered in accordance with the Contract.

b) Where a valid claim is brought based on any defect in the quality or condition of the Goods the Customer's sole remedy shall be limited to the Company making good any defect or replacing the Goods.

c) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warrant condition or any other terms or any duty at common law, or under the express terms of contract, for any indirect special or consequential loss or damage (whether loss of profit or otherwise) which arise out of or in connection with the supply of the Goods, their installation by the Company and their use. The entire liability of the Company under or in connection with the Contract shall not exceed the price of the goods, except as expressly provided in these conditions. In no event shall the Company be liable to the Customer for any incidental or consequential loss, damage or injury.

8. Acceptance, Delivery and Risk.

a) In the absence of any notification as referred to above, The Customer shall be deemed to have accepted all Goods and Services three days after installation or delivery to the Customer at the address notified by the Company or collection from its premises.

b) Any time or date for templating, delivery or fixing given by the company is given in good faith, and is an estimate only.

c) Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of goods however caused. The Company will endeavour to fulfil its agreed commitments to its Customer. However, where the product is sourced from a third party the Company can only offer an expected time of delivery. Time for delivery shall not be of the essence unless expressly agreed in writing with a director of the Company. The Company shall not be liable for failure to deliver the goods if the failure is due to reasons beyond the Company's reasonable control.

d) Risk of damage to or loss of the goods shall pass to the Customer at the time of delivery or, if the Customer wrongly fails or refuses to take delivery of the goods, at the time when the Company has attempted delivery of the goods.

e) Deliveries shall be carried out during normal office hours to the door on the ground floor of the premises stated on the Customer's order. Any departure from this Agreement will lead to an additional charge being levied.

9. Title to the Goods.

a) Title in the Goods shall not pass to the Customer until the Company has received full payment for the price of the Goods and all other Goods/Service agreed to be sold and or provided by the Company to the Customer for which payment is then due. Even though title has not passed, and without prejudice to the Company's rights to recover the goods and to any other legal right the Company may have it shall be entitled to sue for the price of the Goods once payment has become due.

b) Until property in the Goods passes to the Customer, it :

b1) Should hold the Goods as the Company's agent and keep the Goods separate from those of third parties and properly stored, labelled, protected and insured and identified as the Company's property

b2) May not pledge, assign, grant rights over or deal with the goods in any way which is inconsistent with the Company's legal ownership of the Goods.

c) The Company may at any time before full payment is received under the Contract require the Customer to deliver up the Goods to it and, if the Customer fails to do so forthwith, the Customer hereby authorises the Company to enter upon any premises it owns, has control of or occupies where the Goods are stored and repossess the Goods. (If the Goods have been installed or fitted, the Company undertake to make good any damage caused by such repossession.)

10. Force Majeure.

a) The Company shall not be under any liability for any failure to perform any of obligations arising out of Force Majeure. Following notification by the Company to the Customer of such a cause the Company shall be allowed a reasonable extension of time for the performance of our obligations.

b) For the purposes of this condition "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war rebellion, riot, sabotage, or official strike or similar official labour dispute, problems in sourcing materials, marble or granite products or events or circumstances outside the company's reasonable control.

11. Customer's insolvency.

The Company reserves the right to terminate this contract with immediate effect without being liable for any loss or damage howsoever caused if:

a) The Customer (being an individual or firm) becomes bankrupt enters into a Voluntary Arrangement with his creditors, or (being a Limited Company) become subject to an Administration Order or goes into liquidation .

b) An encumbrancer takes possession, or a Receiver is appointed of any of the Customer's property or assets, or

c) The Customer ceases or threatens to cease to carry on business; or

d) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies it accordingly. If this Clause applies, then, without prejudice to any other rights or remedies available to the Company, it shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability. If the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. Applicable Law.

The Contract or any order is subject to the laws of England and Wales.