

Conditions of Sale

1. THESE TERMS

These are the terms and conditions (Terms) on which the Company supplies its products to you where you are a business customer (i.e. you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual).

1.1 These Terms and any documents referred to in these Terms constitute the entire agreement between us in relation to your purchase and will replace any previous agreements, discussions, or understandings between us relating to the subject matter of the contract. These Terms exclude any other terms and conditions even if submitted in a later document by you. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

1.2 No collateral warranties have been agreed in relation to or connected with the subject matter of any contract and any discussions, documentation or correspondence which might be taken to represent such matters are overtaken and replaced by the applicable contract. However, foregoing shall not act so as to limit or exclude any liability for fraud or fraudulent misrepresentation or for any other matter which the Company is not lawfully permitted to limit or exclude liability for.

1.3 No variation to these Terms is permitted unless it is agreed in writing and signed by a Director or secretary of the Company.

1.4 In these Terms, the following words shall have the following meanings:

"Company" means Marshalls Mono Limited, Marley Limited or any member of the Marshalls Group that contracts on these Terms from time to time and the words "we", "our", "us" shall be interpreted accordingly. The Company you will be contracting with will be set out in your order.

"Goods" means the products or materials supplied by the Company.

"Group" means Marshalls plc and its subsidiary companies whether directly or indirectly owned.

"Mandatory Policies" means our Company's business policies and codes relating to Health and Safety, Anti-Bribery, Modern Slavery, Code of Conduct, Serious Concerns and Data Protection as the Company may update from time to time, together with any other policy adopted by the Company and communicated to you from time to time.

"Order" means the Purchaser's order for the Goods and/or Services set out in the Customer's purchase order and/or written acceptance of the Company's quotation.

"Purchaser" means the person or company buying Goods or Services from the Company.

"Services" means the whole or any part of the services which the Company is to supply or carry out under the contract.

2. OUR CONTRACT WITH YOU

2.1 Quotations we issue to you are for information only and shall not constitute an offer. You will have a period of 30 days, unless otherwise stated, to accept the quotation, unless we have previously withdrawn it.

2.2 All Orders issued by you are subject to acceptance by the Company at its discretion. Acceptance of your Order will only take place when we email you to accept it, or, if earlier, the time we dispatch the Goods for delivery or make them available for your collection in accordance with these Terms, at which point a contract will come into existence between us. The quotation, Order and acceptance shall together form the contract governed by these Terms. Each Order forms a separate contract between us.

2.3 All Orders are placed and accepted under these Terms alone except where varied under clause 1.3.

3. CANCELLATION AND TERMINATION

3.1 Once the contract is formed, no cancellation or return of the Goods is permitted except where expressly agreed by the Company in writing. The Purchaser will pay the Company's standard cancellation/return charges in consideration for the Company's agreement to cancel the Order in question or accept the return of Goods (as applicable). In addition, the Purchaser shall indemnify the Company fully against all charges, costs and losses (including loss of profit) sustained by it as a result of the cancellation. The Company's certificate as to the amount of such loss shall be final.

3.2 The Company may without prejudice to its other rights, terminate a contract, suspend or cancel further deliveries and/or work under this and any other contract between the parties hereto if: (i) the Purchaser commits any breach of these Terms (including without limitation terms concerning payment of the purchase price) of this or any other contract with the Company, or (ii) if the Purchaser becomes insolvent or has any form of insolvency proceedings or action (whether or not involving the intervention of a court) taken against it, including (but without limitation any receivership, petition or order for administration, winding up or bankruptcy, any proposal for or voluntary arrangement with creditors or proposal to compound with creditors, or any procedures similar to any of them under the laws of England or any other jurisdiction whatsoever). In such circumstances the Company shall be entitled to immediate payment from the Purchaser of a proportionate part of the price in respect of Goods and/or Services already delivered and/or manufactured to the order of and/or purchased for and/or carried out for, the Purchaser together with an amount representing anticipated further loss sustained or to be sustained due to such suspension or cancellation in each case as certified by the Company.

3.3 The Company may suspend or cancel any contract for the supply of Services and/or Goods if at any time the price under the contract taken together with all other sums owing to members of the Group exceeds the credit limit set for the Purchaser by the Company and/or the Group, whether or not such credit limit has been communicated to the Purchaser.

4. PRICES

4.1 Unless expressly stated otherwise in writing by the Company, the price payable for the Goods or Services will be that set out in the Company's quotation and confirmed by its acceptance of your order, or, if higher or if no such quotation was given, the price currently charged by the Company at the date of delivery of the Goods and/or Services. The price and any fees costs and disbursements expressed to be payable to the

Conditions of Sale

Company shall be deemed to be exclusive of VAT unless expressly stated otherwise.

- 4.2 The Company reserves the right at its sole discretion at any time prior to delivery or collection of the Goods to adjust the price to reflect any increase in costs to the Company of the Goods, or Services, such as currency fluctuation, labour, raw materials or other costs of manufacture, any change in delivery date, quantities or specifications of the Goods requested by the Purchaser, or any delay caused by any instruction of the Purchaser or failure of the Purchaser to give the Company adequate information or instructions. Such revised price shall be binding on the Purchaser. All prices are exclusive of any applicable sales tax or excise duty which shall be payable by the Purchaser where applicable.

- 4.3 The prices quoted assume that delivery will be made within the UK on normal working days during normal working hours. For deliveries agreed to be made outside of the UK, Saturdays, Sundays, public holidays or outside normal working hours the Company reserves the right to make an additional charge.

5 PAYMENT

- 5.1 The Company shall be entitled to payment of the price payable in respect of the Goods upon despatch of the Goods and in respect of Services when the Services are in the opinion of the Company substantially complete. Issue of an invoice by the Company shall be taken as confirmation of delivery and/or that the Company is of the opinion that the Services are substantially complete. Payment is due by the end of the month following the date of the invoice. However, the Company reserves the right to require earlier payment at any time, provided that written notice is given to the Purchaser. Time of payment shall be of the essence of the contract.

- 5.2 If the Purchaser fails to make payment when due for any Goods and/or Services in accordance with these Terms, the Company may, without prejudice to any other right or remedy available to it, serve notice on the Purchaser to make immediate payment for all Goods and/or Services supplied by the Company, whether or not such payment would otherwise be due, and the Purchaser will indemnify the Company in respect of, all amounts owing whether they are due or not.

- 5.3 If the Purchaser fails to make payment in accordance with these Terms or fails to make payment in full for any goods or services to any other Group company in accordance with the contractual terms applying thereto then the Company shall be entitled without incurring any liability to:

5.3.1 suspend all or any other deliveries to be made under that or any other contract with the Purchaser. In such event the Purchaser shall not in any respect be released from its obligations to the relevant company under that or any such contract; and/or

5.3.2 terminate the relevant contract or any other contract with the Purchaser in accordance with clause 3 above and claim damages from the Purchaser.

- 5.4 The Company reserves the right to charge interest of 5% per annum above the Bank of England's base rate for the time being on all overdue accounts, such interest being deemed to accrue and be compounded on a daily basis from the due date for payment. The Company also reserves the right to raise additional charges in

accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

- 5.5 Where carriage, packing or other charges are stated separately from the price they will nevertheless be payable by the Purchaser at the same time as if they formed part of the price.

- 5.6 The Purchaser shall not be entitled to withhold, deduct or set off against any sum payable to the Company any amount or claim whatsoever, including but without limitation in respect of any loss or damage which the Purchaser alleges that it has sustained due to any act or default of the Company or its agents or employees. In particular but without limitation, the Purchaser may not set off any amount of loss or damage arising from alleged defects in Goods received or Services supplied by the Company.

6 DELIVERIES & COLLECTIONS

- 6.1 Delivery or collection times quoted are estimated targets only. Whilst the Company will use reasonable endeavours to meet any such targets it accepts no liability whatsoever for any damage or loss resulting from late delivery, non-delivery or unavailability or late availability of the Goods for collection.

- 6.2 Time of despatch or delivery is not of the essence and a delay in delivery will not entitle the Purchaser to treat the contract as repudiated or to any damages.

- 6.3 The Company reserves the right to despatch and/or make delivery by instalments and to tender a separate invoice in respect of each instalment. 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 Terms or any claims by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the contract as repudiated or to any damages.

- 6.4 Where Goods are delivered to the Purchaser, the Purchaser shall be responsible for unloading the Goods unless the Company has expressly agreed otherwise. The Purchaser will indemnify the Company against any loss suffered during unloading or as a result of the access way being unsuitable. The Company may decline to deliver if it believes that it would be unsafe, unlawful or unreasonably difficult to deliver the Goods or the premises (or access to them) are unsuitable for the Company vehicle. The Purchaser will be liable for reasonable delivery costs incurred where the Company has declined to deliver in accordance with this clause 6.

- 6.5 The price of the Goods is based on:

6.5.1 the Company delivering on hard roads to a safe draw-in site suitable for unloading during normal working hours on normal working days. The Company reserves the right to raise additional charges if unloading of the Goods is delayed.

6.5.2 the Purchaser providing the Company with reasonable assistance to unload the Goods if applicable.

- 6.6 It shall be your responsibility to ensure that the Goods are properly and safely stacked, stored and protected in accordance with the manufacturer's instructions or the Company's technical literature. The Company shall not be under any liability for any loss or damage which may arise as a result of the Purchasers failure to adhere to such recommendations.

Conditions of Sale

- 6.7 Carriage is chargeable on all dispatches where the Company undertakes delivery. When the Purchaser requests delivery by a specific carrier any difference in cost between the Company's normal method of carriage and that requested will be payable by the Purchaser.
- 6.8 Where the price quoted and accepted is for collection of the Goods from the Company's premises it shall be the Purchasers responsibility to arrange collection of the Goods in suitable and safe vehicles at times agreed with the Company. Entry of the vehicles onto the Company's premises shall be at the Purchasers risk. The Company shall not be liable for any overloading of your or any third party vehicles or your hauliers.
- 6.9 The Purchaser shall fully indemnify the Company in respect of any claims, liabilities, damages, costs and expenses made against or incurred by the Company by reason of damage caused to person or property and arising out of a failure by the Purchaser to comply with the provisions of this clause 6.

7 TITLE TO GOODS & RISK

- 7.1 The risk in the Goods shall pass to the Purchaser when the Goods leave the dispatching premises of the Company (or of the Company's supplier if delivery is to be made directly to the Purchaser) regardless of whether they remain on a vehicle of the Company or not.
- 7.2 For collections, risk shall pass to the Purchaser when the Purchaser or a third party on its behalf collects the Goods, including when the Goods are loaded onto the collection vehicle provided by the Purchaser.
- 7.3 The Company will remain the owner of the Goods and title shall not pass to the Purchaser until payment in full has been made to the Company.
- 7.4 Until title to the Goods has passed to the Purchaser, the Purchaser shall hold those Goods in trust for the Company, acting as the Company's bailee and shall keep the Goods separately stored, protected, insured against all usual risks for their full price (with the policy held on trust for the Company at least for the period that the title to the Goods remains with the Company) and identified as the Company's Property. Until such time, the Customer shall not remove, deface or obscure any markings on the Goods or their packaging which identifies the Goods as the Company's property and shall be entitled to re-sell or use the Goods in the ordinary course of its business but at the direction of the Company shall account to the Company for the proceeds of sale or insurance proceeds related to the Goods.
- 7.5 The Purchaser's power of sale and use under this clause 7 shall automatically cease if the Purchaser becomes insolvent or suffers any form of insolvency proceedings or action (whether or not involving the intervention of the court) against it (including but without limitation any receivership, petition or order for administration, winding up or bankruptcy, any proposal for or voluntary arrangement with creditors or proposal to compound with creditors, or any similar procedures under the laws of England or any other jurisdiction) and in such circumstances the Purchaser shall notify any manager, receiver or insolvency practitioner that the Goods do not belong to the Purchaser but are the property of the Company. The power of sale and use shall also be determinable at any time by notice of the Company to the Purchaser.

- 7.6 The Company or its authorised representatives shall be entitled to enter upon or into any premises where any Goods in respect of which title has not passed to the Purchaser or part of them are situated to retake possession of them and you hereby grant a licence to the Company for this purpose. You shall procure that such access is granted for the purposes of inspecting those Goods and verifying your compliance with your obligations under this clause 7 and/or where your right of possession of those Goods have ended, for the purposes of recovering those Goods. Upon request you shall notify the Company of the location of any Goods which are the Company's property. If the Goods have previously been laid or fixed, then the Company may nevertheless retake possession of them but in so doing shall endeavour not to cause unnecessary damage.

8 INSPECTION/SHORTAGES

- 8.1 The Company shall have no liability for any damage or shortages that would be apparent on careful inspection by the Purchaser unless a written complaint is delivered to the Company within seven days of delivery detailing the alleged damage or shortage and the Company is allowed access to inspect the affected Goods before any use is made of them.
- 8.2 Subject to clause 8.1 the Company shall make good any shortage in the Goods for which it is responsible and where appropriate repair or at its option replace any Goods damaged during loading or unloading by the Company but otherwise shall be under no liability whatsoever arising from such shortage or damage.
- 8.3 Time for making the claim is of the essence. Purchaser cannot reject the Goods or any part of the Goods due to a short delivery.

9 DESCRIPTION, SPECIFICATION AND PACKAGING

- 9.1 Our Goods may vary slightly from the information provided on our website, included in our catalogues or other marketing materials. Any information, such as images, sizing, weights, colours, dimensions and specifications, on our website, our catalogues or other marketing materials is provided as a guide only. This is especially the case for any Goods made from natural stone which due to its inherent characteristics may vary in colour, texture and marking to create a more subtle and consistent finish.
- 9.2 The packaging of the Goods may vary from that shown in images or our website.
- 9.3 If any of the information provided is particularly important to you, we recommend that you contact the Company in writing to confirm the information prior to placing your order.
- 9.4 If we prepare the Goods in accordance with your specifications, instructions, or design supplied by or any third party on your behalf you will have the sole responsibility to verify it for suitability/accuracy and the Company shall have no responsibility and you must ensure that:
- 9.4.1 the specifications or instructions are accurate;
- 9.4.2 Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them;
- 9.4.3 your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation; and

Conditions of Sale

- 9.4.4 Goods will not be re-branded without the Company's prior agreement.
- 9.5 The Company reserves the right to make any changes to the specification of the Goods which are required to conform with any applicable law or regulation, or which do not materially affect the quality or performance of the Goods.
- 9.6 The Purchaser will indemnify the Company against any infringement of any IP rights arising from sale or supply of Goods or Services under this clause 9 and any loss, damage or expense the Company may incur due to any such infringement or alleged infringement in any country.
- 10 PACKAGING AND HANDLING**
- 10.1 Any packaging supplied by us is intended for delivery to you and is not intended for onward transportation purposes and you are responsible for any subsequent movement of the Goods and any necessary packaging in that regard. If you supply packaging materials to us, you shall be solely responsible for the suitability and safety of such packaging and shall be responsible for any loss or damage arising out of the Company's use of such packaging.
- 10.2 Goods will, unless otherwise agreed in writing between you and the Company, be packaged in a manner that the Company deems reasonably suitable for the method of delivery to be adopted. You will not be entitled to reject goods on the basis of defective or inadequate packaging.
- 11 DESIGN**
- 11.1 Any design, calculations, data, drawings or other materials (the "materials") produced by the Company whether specifically for you or not shall belong to the Company together with all copyright, design rights and other intellectual property rights related to them. You shall have a non-exclusive licence to use the materials only in relation to the specific project in respect of which the materials were prepared or supplied by the Company. The licence shall only allow the use of the materials provided that you purchase from the Company all of the Goods or materials set out in or required or described by or in the materials that the Company is in the business of supplying.
- 11.2 The Company shall not be liable for any use by you or your nominees of any drawings and other documents for any purposes other than those for which they were originally prepared by the Company.
- 12 SERVICES**
- 12.1 The Company shall be bound to supply only those Services specifically identified in the contract. Any Services involving the preparation of designs for any structure and/or Services at a site and/or Services involving advice in relation to the installation of Goods shall be taken to exclude any obligation to undertake structural or load bearing calculations or verification (and you shall undertake such work yourself and verify any designs or calculations provided) unless and only to the extent that the contract contains an express statement signed by an authorised person on behalf of the Company that the Company shall undertake such calculations or verification.
- 12.2 You shall supply as soon as reasonably practicable all information or documents reasonably required or requested by the Company in order to allow the Company to carry out the Services.
- 12.3 Should you fail to provide any information or documents required or requested for the purposes of carrying out the Services, the Company may either (at its sole option) delay the carrying out of the Services for so long as the information or documents are outstanding or make such assumptions as it in its sole discretion regards as appropriate, or refuse to carry out the Services. In such circumstances you shall have no right to damages or any other relief.
- 12.4 The Company shall not be responsible for any error or defect in the Services which is a result of an inadequacy or error in the information supplied by you or on your behalf.
- 12.5 If at your request the Company undertakes any Services additional to the Services, or by reason of any design changes requested by you or any other circumstances beyond the Company's control the Company is required to undertake extra work, a fair and reasonable additional hourly fee will be payable as certified by the Company.
- 12.6 The Company shall exercise reasonable care and skill in the provision of the Services supplied under the contract.
- 12.7 Subject always also to the other restrictions on duty or liability set out in these Terms the Company shall have no liability (whether in misrepresentation, contract, tort or otherwise) in respect of any expression of opinion, recommendation, design, selection of materials, calculations, information or literature provided by it prior to the making of the contract or which it is not contracted to provide except to the extent that such matter is incorporated into the contract expressly in the quotation or order confirmation of the Company or by an express written variation signed by an authorised person on behalf of the Company.
- 12.8 It shall be your exclusive obligation, unless the Company is expressly contracted to undertake such work in the contract, to ensure that all ground conditions, foundations, fixing points, ports or other structural elements in, on or onto which Goods are to be installed by the Company or others, are such that they will provide satisfactory support and stability to the Goods and any other dependant item or structure so that once installed the performance of the Goods in their intended function will not be adversely affected by such matter. Except as provided in these Terms the Company shall have no liability or obligation in respect of any such matter.
- 12.9 The Company shall have no liability in respect of any loss or damage alleged to arise by reason of any Services (whether in contract, tort or otherwise) if the Company has recommended the use of certain of its Goods in particular applications related to your project but instead other products are used in whole or part as a result of a decision by any party other than the Company.
- 13 EXPORT TERMS**
- 13.1 This clause applies (except to the extent that it is inconsistent with any written agreement between the Company and the Purchaser) where the Company supplies the Goods over an international border or overseas.
- 13.2 The 'Incoterms' of the International Chamber of Commerce or any group of incoterms which are in force at the time when the contract is made will apply to

Conditions of Sale

exports, but these Terms prevail over the Incoterms to the extent that there is any inconsistency unless otherwise agreed in writing between the parties.

- 13.3 Unless otherwise agreed, the Goods are supplied ex works our place of manufacture.
- 13.4 Where the Goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- 13.5 You are responsible for arranging testing and inspection of the Goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the Goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
- 13.6 We are not liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of s.26(3)(b) Unfair Contract Terms Act 1977).
- 13.7 Unless otherwise agreed in writing where Goods are to be exported from the UK, payment to the Company shall be in sterling. Further in all export contracts unless agreed otherwise in writing by the Company, payment shall be made prior to despatch of the Goods.
- 13.8 When payment is made in a currency other than sterling, the sum payable shall be increased by the Company, in order to maintain the value of the payment when converted to sterling, by the percentage of any depreciation of the payment currency against sterling (as quoted by the Company's principal bankers) which has arisen between the date of the contract and the date when payment is due (or if later the date when payment is actually made).
- 13.9 The Company will be responsible for obtaining any necessary UK export licence. The Purchaser will be responsible for obtaining all necessary licences which it may require to enable it to import and use the Goods and the Purchaser shall not be discharged from its obligations hereunder by any total or partial prohibition on import or by the refusal or non-availability of any import licence or by the imposition of any conditions or restriction upon the grant of such licence.
- 13.10 In the event of the Purchaser failing to obtain the necessary licences on or before the date of dispatch of the Goods by the Company, the Company shall be entitled (at its option and without prejudice to its other rights) to deal with the Goods as set out in clause 3.
- 13.11 There shall be no term of the contract, whether express or implied, that the Goods will comply with any legal requirements of such other country, and the Purchaser agrees to rely entirely on its own assessment and enquiries in this respect.

14 CLAIMS FOR DEFECTIVE GOODS

- 14.1 Whether the Goods have been delivered by the Company or have been collected by the Purchaser, the Purchaser shall immediately after off-loading is completed (or at the earliest opportunity thereafter if there is no representative of the Purchaser available when the off-loading of the Goods is completed) examine the Goods to check that the correct quantity has been delivered and that they have no apparent defects. If the Goods have been delivered by the Company, the Purchaser will on request by the delivery driver sign a receipt slip. If the Purchaser is not satisfied with the Goods following their examination the Purchaser shall:

- 14.1.1 notify the Company that it refuses to accept the Goods and indicate the nature of its dissatisfaction: such notification must in every case be within 24 hours of delivery or collection and confirmed in writing to the Company within 4 days thereof; and
 - 14.1.2 always give the Company an opportunity to inspect the Goods concerned in the condition and location in which they were off-loaded.
- 14.2 The Company requires all claims to be made by the Purchaser to the Company in writing as soon as possible and in any event:
 - 14.2.1 claims in respect of short delivery or in respect of defects which are apparent on examination must be made in any event within 14 days of delivery;
 - 14.2.2 claims in respect of defects which are not apparent on examination must be made in any event within 7 days of discovery; and
 - 14.2.3 time for making all such claims is of the essence of the contract and the Company's liability shall be limited as set out in clause 16.
 - 14.3 Under no circumstances shall the Company be liable to the Purchaser for any claim arising out of:
 - 14.3.1 any description, samples, specification or other particulars relating to the Goods or their suitability for any particular purpose or for use under specific conditions unless agreed in writing by the parties or contained in the Company's publication;
 - 14.3.2 the Goods supplied not being in every way similar to examples of the Company's products previously supplied, for example because the manufacturing process used by the Company means there may be variations in colour and its intensity; or
 - 14.3.3 technical information, recommendations, statements or advice given by or on behalf of the Company relating to the methods of fixing or installing the Goods.
 - 14.4 The Company's employees or agents are not authorised to make any representations, or give any advice or recommendations, concerning any Goods or Services unless confirmed by the Company in writing.
 - 14.5 The Company agrees that if any defect covered by this clause 14.5 is discovered during the period of 12 months commencing with the date of despatch, the Company will at its option replace or repair the Goods as necessary and correct any defective Goods. This clause 14.5 only covers defects in the Goods (or their packaging or instructions) which render them non-compliant with the Company's or their manufacturer's design and specifications which have been incorporated into the contract in accordance with these Terms, or defects in the Services or part of them as a result of the Company's failure to exercise reasonable care and skill. It does not cover defects caused by: (i) abnormal storage, working conditions, use, misuse, neglect or accident, fair wear and tear; (ii) any failure by the Purchaser or any third party to follow the Company's oral or written instructions as to the storage, handling and use of the Goods and/or any failure to follow good trade practice regarding the same; (iii) any alteration to the Goods made by the Purchaser or any third party; (iv) the defect arises as a result of the Company following any drawing or specification supplied by the Purchaser; (v) the Goods differ from the specification as a result of

Conditions of Sale

changes made to ensure they comply with applicable statutory or regulatory requirements; and/or (vi) other matters which are excluded or restricted by these Terms.

14.6 The Purchaser cannot claim (and shall be deemed to have waived) the benefit of clause 14.5 unless it informs the Company of the relevant defect in writing within 30 days of discovering it or within 30 days of when it is notified to the Purchaser by any third party (provided in each case it was discovered within the time described in condition 14.5). The Purchaser must ensure that the Company is afforded a reasonable opportunity to inspect the Goods in order to claim the benefit of clause 14.5.

14.7 The remedies provided by clause 14.5 shall be in place of all other claims for damages or loss or compensation arising from or related to defects in, or non-compliance with the contract of the Goods or Services or any aspect of them.

15 WARRANTY AND INDEMNITY

15.1 The Company warrants that it has title to and the unencumbered right to sell the Goods.

15.2 There shall be no term implied into the contract as to:

15.2.1 compliance of the Goods with any sample or descriptive material except as identified specifically in the Company's quotation or order confirmation, and section 13 of the Sale of Goods Act 1979 and section 3 of the Supply of Goods and Services Act 1982 are hereby excluded;

15.2.2 section 14(2) of the Sale of Goods Act 1979 and section 4(2) of the Supply of Goods and Services Act 1982 are excluded as to quality; and

15.2.3 section 14(3) of the Sale of Goods Act 1979 and section 4(5) of the Supply of Goods and Services Act 1982 are excluded as to fitness or suitability for any particular purpose.

15.3 Any claim in relation to quality of Goods or any alleged defect shall be dealt with in accordance with clause 14.5.

15.4 The Purchaser expressly acknowledges that for all purposes the ability and expertise of the Purchaser in evaluating any description of or information as to the Goods is equal to that of the Company and the Purchaser has not relied on the skill and judgement of the Company in selecting the Goods for any purpose.

15.5 The Company undertakes no responsibility for the suitability of sites or foundations or for supports of any nature, or for compliance with any local bylaws or statutory regulations with regard to the Goods, or for the fulfilment of any special requirements which the Purchaser may be bound to observe or fulfil.

15.6 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16 LIABILITIES

16.1 The prices charged for the Goods and Services are based strictly on the limitations and exclusions of the Company's liability specified in these Terms. Should the Purchaser before ordering from the Company wish to obtain higher limits of liability or varied exclusion terms, an alternative quotation should be requested from the Company.

16.2 Nothing in these Terms limits a party's liability for death or personal injury caused by its negligence or the Company's liability for fraudulent misrepresentation or for any other matter or liability which cannot be lawfully limited or excluded.

16.3 The Company shall not be liable for any direct, consequential or indirect loss or damage suffered by the Purchaser whether this loss arises in contract, tort, or otherwise (whether for loss of profit or otherwise), costs, expenses or other claims for direct or consequential compensation whatsoever (and whether caused by negligence of the Company, its employees or agents or otherwise) which shall arise out of or in connection with the supply of the Goods or their use or resale by the Purchaser, except as expressly provided in these Terms.

16.4 The Company's total aggregate liability to the Purchaser arising from or related to each contract in respect of any and all claims (whether arising in contract, tort or otherwise whatsoever and including without limitation non-fraudulent misrepresentation) shall not exceed the price payable by the Purchaser.

16.5 No claim of any description related to any contract or the Goods or Services, or to the terms or circumstances or statements surrounding their supply, shall be brought by the Purchaser against the Company at any time after two years from the date of the first invoice in respect of the contract price for such Goods and/or Services.

16.6 The Purchaser shall indemnify the Company in respect of any claims, proceedings, liabilities, damages, costs and expenses of whatsoever nature made against or incurred by the Company and arising out of a breach of these Terms, including a failure by the Purchaser to observe the Company's instructions (whether oral or in writing) relating in any way whatsoever to the Goods.

17 SALES DOCUMENTATION AND TECHNICAL DATA

17.1 No information or expression of opinion contained in any catalogues, technical circulars, pricelists and other literature or material published on the Company's website or any other website shall give rise to any liability whatsoever for the Company, whether in contract, tort, misrepresentation or otherwise save that the foregoing shall not act so as to limit or exclude any liability for fraud or fraudulent misrepresentation or for any other matter which the Company is not lawfully permitted to limit or exclude liability for.

17.2 Unless otherwise expressly agreed in writing by the Company, any samples provided and/or technical details issued by the Company are merely indicative of the type of Goods or Services to be supplied and shall not constitute any representation, warranty or condition of the contract as to colour, composition, quality, fitness for any purpose, or compliance with such sample or technical details.

18 HEALTH AND SAFETY AT WORK

18.1 The Purchaser shall observe the health and safety instructions issued from time to time by the Company (copies of which are available on request) and shall be solely responsible for and shall keep the Company indemnified against any claims, liability, damages, costs and expenses arising directly or indirectly from use of the Goods other than in accordance with such health and safety instructions.

Conditions of Sale

19 FORCE MAJEURE

- 19.1 The Company shall not be liable for any failure to carry out its obligations arising from circumstances outside the Company's control.
- 19.2 Non-exhaustive illustrations of such circumstances would include act of God, war, civil disturbance, government action or regulation (UK or otherwise), strike, riot, terrorism, lock out or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining materials, breakdown in machinery, flood, abnormal or extreme weather conditions, delay by suppliers, accidents and shortages of materials, labour, utilities or manufacturing facilities, fire or accident or any other causes whatsoever beyond the control of the Company.
- 19.3 If the circumstances preventing the performance of the contract are still continuing three months after the said circumstances have arisen, then either party may give written notice to the other cancelling the contract and neither party shall be under any further liability to the other except that the Purchaser shall be liable to pay the contract price less a reasonable allowance for what has not been performed by the Company.

20 RIGHTS, REMEDIES AND WAIVER

- 20.1 Save in respect of any rights or remedies which may not be lawfully limited or excluded, the rights and remedies which are available to the Purchaser under these Terms are the exclusive rights and remedies available to the Purchaser and are exclusive of any other rights or remedies which might otherwise be implied or available to the Purchaser as a matter of general law.
- 20.2 Any right or remedy available to the Company under any contract is not exclusive and the exercise by the Company of any right or remedy shall be without prejudice to the exercise of any other right or remedy which may be available to the Company whether under any contract and/or as a matter of general law. The rights and remedies of the Company shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

21 COMPLIANCE WITH LAWS AND POLICIES

- 21.1 The Purchaser shall and shall procure that each member of its Group complies with all applicable laws, statutes, regulations and codes from time to time in force and the Mandatory Policies.
- 21.2 Without prejudice to the general obligations under clause 21.1 the Purchaser shall:
- 21.2.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 21.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 21.2.3 have and shall maintain in place throughout the Term of the contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and will enforce them where appropriate; and

- 21.2.4 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Purchaser in connection with the performance of any contract.

22 LAW AND JURISDICTION

- 22.1 These Terms and any dispute or claim arising out of or in connection with the same or their respective subject matter or formation (including any non-contractual disputes or claims) shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts save that the Company may at any time at its option and whether in relation to one or more matters of dispute or actions bring proceedings against the Purchaser in any state or territory that the Company chooses and which accepts jurisdiction.
- 22.2 Nothing in these Terms or any contract shall be treated as limiting the right of the Company to proceed to enforce any judgment or order or award in any other jurisdiction as it may in its discretion determine, nor shall the taking of proceedings or enforcing any judgment or order or award in one or more jurisdictions preclude the Company from taking proceedings or enforcing any judgment or order in any other jurisdiction whether concurrently or not.

23 GENERAL

- 23.1 No waiver by the Company of any breach of the contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provisions. No failure or delay by us in enforcing any of our rights shall constitute a waiver of any of our rights. No waiver shall be effective unless in writing signed by us.
- 23.2 the Company and the Purchaser are with respect to each other independent contractors and nothing in any contract and no actions taken by the parties under any contract shall be deemed to constitute any agency, partnership, association, joint venture or other co-operative enterprise between the parties.
- 23.3 If you are more than one person, you are jointly and severally liable for all of your obligations under these Terms.
- 23.4 If any of provisions of these Terms are held to be unenforceable or void for any reason whatsoever:
- 23.4.1 it will not affect the enforceability of any other provisions which will remain in full force and effect; and
- 23.4.2 if any such provisions would be enforceable and valid if amended or deleted, then the provision shall apply with such modification as shall make it valid and effective while preserving to the maximum extent its intended effect.
- 23.5 Any notice by either of us which is to be served under these Terms must be signed and may be served by delivering it to (by first class post or by email) the other's registered office address or principle place of business or registered email address or such other address as the party may from time to time notify in writing in accordance with this clause.
- 23.6 Such notice shall be deemed to have been served, if send by first class post, 48 hours after posting, or if send by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.7 business

Conditions of Sale

hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. If there is no registered office or notified address for the Purchaser, then the Company may serve notice to any address where the Purchaser has corresponded from.

- 23.7 No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the Purchaser or the Company.
- 23.8 The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:
 - 23.8.1 contained in our estimate or quotation (or any covering letter) and not withdrawn before the contract is made; or
 - 23.8.2 which expressly state that you may rely on them when entering into the contract.
- 23.9 The Purchaser may not assign, novate, transfer or sub-contract the performance of any of its rights and/or obligations under this contract other than with the prior written consent of the Company.