

## TERMS AND CONDITIONS OF SALE

In these Conditions, unless the context requires otherwise:

**'Buyer'** means the company, firm, body or person purchasing the Goods.

**'Conditions'** means these terms and conditions.

**'Confirmation'** means the written acknowledgement by the Supplier of the Buyer's Order, confirming the Goods and/or Services to be supplied to the Buyer, together with all documents referred to in it.

**'Delivery Address'** means the destination specified by the Buyer to which the Goods are to be delivered and/or at which the Services are to be performed, as stated in the Confirmation.

**'Goods'** means items to be supplied by the Supplier including (without limitation) natural stone products, materials, finished or semi-finished materials or articles, and whether one or a number of items and whether or not identical or similar (including any such materials and articles supplied in connection with the Services).

**'Order'** means a purchase order in respect of Goods and/or Services issued by the Buyer to the Supplier on the Buyer's official purchase order form.

**'Price'** means the total amount payable for the Goods and Services.

**'Services'** means work and/or services to be provided by the Supplier for the Buyer pursuant to or in connection with the Order.

**'Specification'** means the Supplier's specification of the Goods and Services as set out in the Confirmation.

**'Supplier'** means the legal entity identified as the supplier in the Confirmation.

### 1. GENERAL

- 1.1 Quotations provided by the Supplier and Orders placed by the Buyer are subject to contract. An Order only becomes binding on the Supplier, and a contract (the "Contract") is only formed, when the Supplier issues a formal Confirmation or otherwise confirms its acceptance of the Order in writing. Where Goods are delivered pursuant to a verbal order, the issue of a written confirmation, receipt, or consignment note importing these Conditions will constitute a Confirmation and form the Contract.
- 1.2 The Contract will comprise the Confirmation and these Conditions. Any terms and conditions appearing on, or referred to in, the Order (or otherwise stipulated by the Buyer) will have no effect.
- 1.3 Quotations submitted by the Supplier remain open for acceptance for a period of 30 days from the date of the quotation, unless in the quotation some other period is specified or accepted or the quotation is withdrawn by the Supplier.
- 1.4 The Buyer is responsible for ensuring that the Specification is complete and accurate. The Buyer is responsible for ensuring that the Goods are suitable for the environment and application in which it intends to use them. The Buyer is responsible for addressing all necessary health & safety measures necessary for the receipt, handling, storage and processing of Goods that it has ordered. It is the responsibility of the Buyer to bring to the attention any end users of the Goods any hazardous or harmful qualities possessed by the Goods that it has ordered. The Buyer will indemnify, and keep indemnified, the Supplier against all claims of whatsoever kind and from whomsoever arising out of any use of the Goods by the Buyer, its staff, agents, contractors, end customer and users, or any general member of the public.

### 2. PRICES

- 2.1 The Price is based on the costs to the Supplier (including without limitation taxes and levies, production costs and the costs of raw materials, fuel and power, transport and labour) at the date the Confirmation is issued. If, at the date of despatch of the Goods or on the date of carrying out the Services, there has been any increase in any costs due to a factor beyond the control of the Supplier, the Price payable may, at the Supplier's discretion, be increased accordingly to reflect the increases in the cost of providing the Goods and/or Services. Any such increases will not give the Customer a right to cancel.
- 2.2 The Price excludes VAT and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods or performance of the Services (whether initially charged on or payable by the Supplier or the Buyer). VAT is chargeable at the prevailing rate. Where the rate of VAT changes (or VAT becomes chargeable) between the date the Contract is entered into and the date the Goods are supplied, the adjusted rate of VAT will apply.
- 2.3 Quotations in a currency other than pounds sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, the Price may be subject to revision up or down if any different rate of exchange prevails at the date of invoice.
- 2.4 The Buyer will be charged extra where:
  - 2.4.1 deliveries are to be made outside normal working hours.
  - 2.4.2 deliveries are in part loads.
  - 2.4.3 deliveries are made by crane discharge vehicles.
  - 2.4.4 the Buyer does not give the Supplier 24hrs' notice of cancellation or amended delivery requirements.
  - 2.4.5 the Buyer requires longer than 30 minutes to offload the Goods on delivery (being calculated from the time of arrival at the point of a metalled highway nearest to the point of unloading, and the time of completion of the discharge of such load);
 and such additional charges will include any additional expenses levied by the Supplier's delivery agent.
- 2.5 All Goods delivered by the Supplier must be accepted in full unless the Supplier expressly agrees in writing to any deductions or to differences in quantity.
- 2.6 All rates and Prices, unless specifically stated in writing by the Supplier, are exclusive of packaging, carriage, and any other additional costs such as

tests, inspection, samples, insurances, bonds, warranties, duties or other impositions which will be charged to the Buyer.

- 2.7 The Price may be adjusted by the Supplier in the event of any manifest errors or omissions in a quotation or Order.
- 2.8 The Supplier's rates and prices are based on the specification, quantities and delivery schedule provided by the Buyer at the date of quotation, and are subject to the Buyer's acceptance of the entire Quotation. The Buyer will be invoiced for the actual quantities, design details and delivery schedule required by the Buyer. In the event of significant variation to either specification, quantities actually ordered, design details or required delivery schedule, the Supplier reserves the right to amend the rates accordingly, which need not necessarily be on a pro rata basis, but may be at the Supplier's discretion.
- 2.9 The Buyer is liable in full for all loss (including without limitation loss of profit), costs, abortive costs, charges and expenses incurred by the Supplier as a result of the Buyer's failure to comply with these Conditions and in particular, without limitation, any failure to provide manufacturing details in good time or any variations to works which have already been scheduled/manufactured.

### 3. TERMS OF PAYMENT

- 3.1 Prices quoted are nett and are in pounds sterling unless otherwise agreed. Payment must be received by the Supplier before delivery unless the Supplier has approved a request for credit terms (in which case accounts are due for payment not later than the 28th day of the month following the month of delivery). All payments must be made in full without any deduction, abatement, set-off or counterclaim. When deliveries are spread over a period, each consignment may be invoiced as despatched, and each month's invoices will be treated as a separate account and be payable accordingly.
- 3.2 Failure to pay any invoice when due will, without prejudice to any other right the Supplier may have, entitle the Supplier to suspend further deliveries and work both on the same order and on any other order from the Buyer. The Supplier may also charge interest on overdue accounts, such interest to be calculated on a day-to-day basis on the amount outstanding at the rate of 8% above the Bank of England base rate.
- 3.3 Without prejudice to Clause 10, the Supplier reserves the right, where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any Goods or Services or any delivery or instalment as aforesaid, or on the Buyer reaching or exceeding any agreed credit limit, to suspend delivery or performance of any Order or any part or instalment without liability until payment or satisfactory security for payment has been provided.
- 3.4 Any credit facility offered to the Buyer may be subject to such maximum limits as the Supplier may determine and may be withdrawn or changed at any time. Credit facilities are not transferable to another legal entity of the Buyer.

### 4. TITLE TO GOODS

- 4.1 Notwithstanding that risk in the Goods passes to the Buyer in accordance with Clause 7, title to the Goods (whether separate and identifiable or incorporated in or mixed with other Goods) remains with the Supplier until payment in full has been received by the Supplier:
  - 4.1.1 for those Goods;
  - 4.1.2 for any other Goods supplied by the Supplier to the Buyer;
  - 4.1.3 of any other monies due from the Buyer to the Supplier on any account.
- 4.2 Until title to the Goods passes to the Buyer under Clause 4.1, the Buyer must:
  - 4.2.1 keep the Goods separately and readily identifiable as the property of the Supplier;
  - 4.2.2 not process, or attach the Goods to real property, without the Supplier's consent.
- 4.3 Any resale by the Buyer of Goods in which property has not passed to the Buyer will be deemed (as between the Supplier and the Buyer only) to be made by the Buyer as agent for the Supplier.
- 4.4 Goods are to be deemed sold or used in the order delivered (or invoiced, if later) to the Buyer.
- 4.5 If the Buyer becomes subject to any of the events listed in Clause 10.1 before title to the Goods has passed to the Buyer then the Supplier may at any time:
  - 4.5.1 require the Buyer to deliver up all Goods in its possession that have not been re-sold or irrevocably incorporated into another product; and
  - 4.5.2 retake possession (or authorise others to do so) of all or any part of the Goods (and the Buyer hereby authorises the Supplier or its representatives to enter any premises, with or without vehicles, where the Goods are stored in order to do so).

### 5. WARRANTY AND LIMIT OF RESPONSIBILITY

- 5.1 The Supplier warrants that the Goods will meet the Supplier's Specification. Subject to the terms herein and clause 11, the Supplier will replace any Goods which are not in accordance with this warranty, provided that the Supplier is notified in writing within 7 days of the Goods being delivered (or, where the alleged defect was not reasonably apparent on initial inspection, within 7 days of the alleged defect coming to the Buyer's attention). Replacement Goods will be supplied free of charge but the Supplier has no other liability, however incurred, as a result of a breach of this warranty. Without prejudice to the notification requirements set out above, no claim may be made against the Supplier in respect of or in connection with any defective Goods or Services more than 12 months after the Goods were delivered or the Services performed (as the case may be). The warranty is also subject to the following provisions:
  - 5.1.1 the Supplier will accept no responsibility for faults in or failure of the Goods due to the transport, handling storage or methods of fixing adopted by the Buyer.
  - 5.1.2 the Supplier must be given an opportunity to investigate any

alleged defect and to make representations as to any remedial action to be taken.

- 5.1.3 if a defect in the Goods should have been revealed by examination prior to being laid, the Supplier's responsibility in respect of such defect is limited to the supply of Goods to replace the defective Goods (without prejudice to the necessity for compliance with the foregoing provisions of this condition).
  - 5.1.4 The Supplier accepts no responsibility for defects that arise due to the Buyer's failure to follow the Supplier's instructions as to the storage, installation, use or maintenance of the Goods (including without limitation any failure to seal stone).
  - 5.2 Save as set out in clause 5.1, no warranty, condition or guarantee of the quality or performance of the Goods is given unless agreed by the Supplier in writing. All such warranties and conditions, whether express or implied by law or otherwise, are hereby excluded. Without prejudice to the generality of the foregoing, the Supplier's knowledge of the purpose for which the Goods or Services are intended to be used does not imply any warranty on the part of the Supplier as to their quality or fitness for that purpose.
  - 5.3 Any samples, drawings, images, descriptive matter or advertising issued by the Supplier, and any illustrations or descriptions of the Goods or Services contained in the Supplier's website, catalogues or brochures ("Promotional Materials") are provided for the sole purpose of giving an approximate idea of the Goods or Services described in them. Natural variations, and how different devices and media display colours, may mean the actual Goods differ slightly from the Promotional Materials. Save as expressly incorporated into the Contract by the Quotation, Confirmation or a consignment note, no tender, specification, Promotional Materials, or other information sent or made available by the Supplier (or sent or made available by the Buyer) form part of this Contract. In so far as the Buyer requires any term or representation contained in any such document or made orally by any of the Supplier's servants or agents to be incorporated into the Contract, the express written agreement of the Supplier must be obtained. In the absence of any such express agreement, liability for any misrepresentation (save in respect of any fraudulent misrepresentation) is hereby expressly excluded.
  - 5.4 Save as set out in Clause 5.1 and save in respect of any claims for personal injury or death or fraudulent misrepresentation:
    - 5.4.1 the Supplier's liability for any breach of the Contract and/or in tort (including for negligence and breach of statutory duty) will not exceed the price of the Goods and Services supplied.
    - 5.4.2 the Supplier has no liability for any indirect or consequential losses, or for loss of profit or loss of contracts.
  - 5.5 Where the Goods are produced by a third party, on Buyer's request the Supplier will provide details of any manufacturer's guarantee available to the Buyer in respect of those Goods. The Supplier will not be responsible to the Buyer under any such third party manufacturer guarantee.
- ### 6. DELIVERY AND COMPLETION DATES
- 6.1 Any delivery date or time agreed or given is an estimate only and the Buyer must give reasonable notice. Deliveries are not made on Bank Holidays, Sundays and Saturdays. Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. The Supplier cannot accept any liability for failure to meet delivery dates or times (including claims for personnel standing time) although every reasonable effort will be made to meet the Buyer's requirements. The time for collection, or delivery, of Goods, or the performance of the Services is not of the essence.
  - 6.2 For Goods supplied to the Delivery Address:
    - 6.2.1 The Buyer must ensure that a representative is available at the Delivery Address to take delivery of the Goods. The Buyer must ensure the Delivery Address is suitable for the delivery of the Goods and promptly offload the Goods on arrival (any offloading period in excess of thirty minutes may be subject to an additional charge). The Buyer must provide, and must clearly indicate to the driver of the Supplier's vehicle, a route between the metalled highway and the point at which the Buyer wishes the Goods to be unloaded from the vehicles which is and which in the reasonable opinion of such driver is safe and proper and reasonable for the access the manoeuvring and the egress of the vehicle and the Buyer must indemnify the Supplier (both for itself and as agent and trustee for any haulage contractor operating the vehicle) against all losses, costs, proceedings, claims, demands and expenses suffered or incurred by it or by any such haulage contractor as a result of any failure to provide and to indicate such a route as aforesaid.
    - 6.2.2 Damage, loss or shortfalls: the Supplier will not accept any liability for any damage, shortfall or loss in transit unless it has been reported by the Buyer within 5 working days of a delivery. This notification must be supported by a formal claim in writing to the Supplier (and the Carrier), within 20 working days, and the Buyer must also comply with any conditions and notification requirements of the carrier in respect of any such claims. The practice of signing for Goods 'not examined' does not absolve the Buyer from this condition.
    - 6.2.3 The Supplier will not accept any liability for the up lift or disposal of any pallets, packaging or shrink wrap this is to be the responsibility of the Buyer.
    - 6.2.4 If the Supplier cannot deliver the Goods or provide the Services as a result of the Buyer's failure to comply with this clause 6.2, the Goods may be retained by the Supplier and the Buyer must reimburse to the Supplier all expenses (including re-delivery and storage costs) incurred by the Supplier by reason of the Supplier being prevented from or delayed in making any delivery whether by the acts or omissions of the Buyer, his servants or agents.
  - 6.3 For Goods supplied ex works:
    - 6.3.1 Where Prices are quoted 'ex works' the Goods will be loaded onto the Buyer's vehicle at a suitable delivery point at the Supplier's works as directed by the Supplier's Works Manager or his

appointed deputy. Where practicable, reasonable advance notice will be given by the Buyer of the date and time when the Buyer's vehicle will be able to collect the Goods.

6.3.2 The Buyer's vehicle will be loaded with all reasonable dispatch but the Supplier is not liable for any delay in the loading of Goods onto the Buyer's vehicle or any loss consequent thereon.

6.3.3 The Buyer's driver must advise the Supplier of the Acknowledgement of Order number on arrival at the Supplier's works, and the Supplier will not accept any liability arising out of any delay caused by a failure to provide this number.

6.3.4 The Buyer will be responsible for the condition of the vehicle in which it collects the Goods (whether owned or hired) and the Supplier is not liable in any way for loss or contamination of Goods resulting from the condition of such vehicles. The Buyer must indemnify the Supplier for any loss or damage to the Supplier, its plant and equipment caused by the Buyer's vehicles or the condition thereof.

6.3.5 The Supplier accepts no responsibility for any damage to or loss of the Goods of any kind after the Buyer has left the Supplier's works.

6.3.6 It is the Buyer's responsibility to ensure that once the collecting vehicle is loaded it is roped and netted in a secure and safe manner.

6.3.7 Buyers collecting from the site must fully observe the Supplier's Health and Safety Policy, a copy of which is available on request.

6.4 The Supply of Goods or Services may be totally or partially suspended during any period in which the Supplier may be prevented or hindered from manufacturing, supplying, delivering or providing them due, in whole or in part, to any event of Force Majeure. For these purposes an event of Force Majeure means any event beyond the control of the Supplier, including (without limitation): (i) accidents or breakdown of plant or machinery, (ii) non-availability of materials and spare parts, (iii) labour disputes (iv) acts of God, fire, floods, inclement weather, (v) transport difficulty or delays, (vi) war, hostilities, riot, civil commotion, terrorist act, (vii) disease, epidemics, pandemics (whether localised or national), (viii) acts or intervention of or any guidance or instructions issued by any government or regulatory body, (ix) defaults of suppliers, and (x) an adverse change in applicable laws or regulations. The Supplier will make every effort to inform the Buyer should such a Force Majeure event occur. The Supplier has no liability to the Buyer through its failure to perform its obligations during a Force Majeure event, and for such time after it ceases as is necessary for the Supplier to orderly recommence normal operations in order to perform its obligations. If the Supplier is prevented from performing its obligations for a continuous period in excess of 3 months either party may terminate the Contract by notice and neither party has any liability to the other except for those rights and liabilities which accrued prior to such termination.

6.5 It is the Buyer's duty to place orders in good time in order that production slots can be allocated to achieve the desired delivery schedule. The Buyer must provide all necessary schedules, quantities, templates and relevant information a minimum of ten Working Days prior to the agreed manufacture dates, to facilitate the Supplier's pre-manufacture scheduling and preparations. Failure by the Buyer to meet the requirements of this Clause may result in delays to the delivery schedule and/or adjustments to the Price in accordance with Clause 2.10.

6.6 The Supplier may make delivery by instalments and to tender a separate invoice in respect of each instalment. Where delivery is made in instalments, the Supplier will not be in breach of this Contract solely by virtue of one or more instalments being delayed.

6.7 The Buyer acknowledges and agrees that there may be deviations from the quantity ordered and the quantity actually delivered of up to 10%. Where there is an excess the Buyer must accept and pay (at the contract rate) for the quantity of Goods delivered. Where there is a shortfall, the Supplier will (provided the Buyer has notified the Supplier of the shortfall within one working day) at its option backfill the shortfall or issue a (pro rata) credit note or refund in respect of the same.

## 7. RISK IN GOODS

7.1 Unless the Contract provides for delivery by the Supplier, the risk in the Goods passes to the Buyer when the Goods are despatched or collected from the Supplier's works and the Supplier accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.

7.2 Where the Contract provides for delivery by the Supplier, risk will pass at the point specified in the Contract (which will be on unloading at the Buyer's site unless otherwise specified).

7.3 Goods returned which were supplied in accordance with the Buyer's purchase order will only be credited on the condition that the Supplier's written agreement to the return of such Goods has first been obtained in all instances. Risk in the Goods will remain with the Buyer until they have been safely delivered back to the Supplier. All returned Goods are subject to a delivery and handling charge. Any credit given will be at the discretion of the Supplier. The Supplier will inspect goods returned before agreeing to any credit. No credit will be given in respect of Goods returned in a damaged condition or for building stone which has been sorted through for sizes and colour.

## 8. ACCEPTANCE

8.1 The Buyer, or his duly authorised agent, must in respect of each load (whether delivered or collected), by countersigning the relevant details on a copy of the consignment note and by returning the same to the Supplier's authorised representative;

8.1.1 acknowledge receipt of the delivery of the Goods;

8.1.2 confirm the times of arrival and of completion of unloading.

The Buyer will be bound by the counter-signature of such consignment note and of any person who is the Buyer's servant or agent who

reasonably appears to the driver of the delivery vehicle or the Supplier's Works Manager to be authorised to sign the same and to accept delivery of such loads (unless the Buyer has previously notified the Supplier in writing that only specified persons are so authorised). The Supplier reserves the right to charge for the provision of any copy consignment notes subsequently required by the Buyer as proof of delivery.

8.2 If for any reason the Buyer is unable to accept delivery of the goods when the goods are ready for the delivery, the Supplier will arrange storage of the goods at the Buyer's risk and the Buyer is liable to the supplier for the reasonable costs (inc insurance) of such storage. In addition the Supplier reserves the rights to invoice in full for all Goods that have been placed in storage after the agreed delivery date, and will expect payment in full accordance with Clause 3 & 4 backed by an appropriate vesting certificate if required.

## 9. CANCELLATION & VARIATION

9.1 Orders may not be cancelled or varied except at the Supplier's sole discretion. Any request to cancel or vary the Contract (including delivery date(s), Delivery Location, or quantities or types of Goods or Services ordered) must be confirmed in writing by the Supplier. The Supplier's consent to such cancellations or variations may be subject to an increase to the Price or the payment of a cancellation charge.

9.2 The Buyer acknowledges that the majority of the Supplier's products are bespoke or special order products that are made to order. Accordingly the Supplier reserves the right to charge the Buyer the full Price for all such bespoke and special products that have been purchased or where manufacturing has begun by the Supplier at the time of cancellation or variation of the order.

9.3 Where the Supplier permits a cancellation of any stock Goods, the Supplier may charge the Buyer for any reasonable costs incurred preparing the Goods for despatch and any other costs incurred by the cancellation of the Order.

9.4 Where the Supplier permits a return of any stock Goods, the Supplier may levy a 20% re-stocking charge. Goods being returned must be returned in a saleable condition and at the Buyer's own risk and cost.

## 10. TERMINATION

10.1 The Supplier may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the Contract immediately if:

10.1.1 the Buyer commits any breach of any part of the Contract; or

10.1.2 If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) passes a resolution or the court makes an order that the Buyer is to be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) is appointed of any of the assets or undertaking of the Buyer or if the Buyer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances arise which entitles the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order, or if the Buyer takes or suffers any similar action in consequence of debt;

10.1.3 the Buyer's financial position otherwise deteriorates to such an extent that, in the Supplier's reasonable opinion, the Buyer's ability to adequately fulfil its obligations under the Contract is in jeopardy.

10.2 The Buyer may only terminate the Contract in the event that the Supplier is in material breach.

## 11. TOLERANCES AND SPECIFICATION

11.1 Where appropriate the Supplier will ensure that all products are produced to tolerances as per the Supplier's standard Specification (or any agreed specification agreed with the Buyer). Where fine, or special, tolerances are required in the Goods beyond those generally accepted in the building trade, no liability shall attach to the Supplier for a failure to meet such tolerances unless they have been notified in writing to the Supplier at the time of making the Order and the Supplier has acknowledged in writing in the Confirmation that such tolerances will be met. Notwithstanding this, the Buyer acknowledges that where Goods are a natural product, geological variations mean they may be subject to natural formation characteristics of variation in colour, markings, texture, grain, bed and moisture content. In addition the Supplier does accept any responsibility for any variations in colour and texture that may occur naturally overtime or be the result of some unforeseen property of the mineral. Furthermore the production process may result in unavoidable surface marking such as scratches and chipping. The Supplier has no liability for such natural variations or markings.

11.2 The Supplier's ability to provide specified sizes will be subject to availability of suitable material at the date of manufacture or supply. The Supplier reserves the right to supply a similar alternative where, for reasons outside its control, it is unable to supply the stone originally specified.

11.3 Any samples supplied are merely indicative of the type of the material, and will not necessarily show the variation in colour, marking etc over larger areas of stonework, this can only be seen by inspecting the sample panels at the relevant quarry. All characteristics as shown by the sample panels are to be considered typical of the stone generally and not as flaws, and they will not be a reason for rejection.

11.4 All site dimensions, sizes, cutting lists, moulds templates required for the execution of the works, unless otherwise agreed and confirmed in writing by the Supplier, must be provided by the Buyer and the Buyer is responsible for their accuracy.

11.5 Unless specifically provided for in the estimate/tender, no drawings or design work has been, or will be provided by the Supplier.

11.6 The Supplier has no responsibility for the design of the Goods unless specifically agreed in writing, and the Supplier is not responsible for the suitability or fitness of purpose of the Goods supplied. On request the Supplier may provide an estimate of quantities of Goods that may be

required by the Buyer, but any such estimate is given in good faith based on general guidelines and measurements supplied by the Buyer. The Supplier has no liability for any such estimate and the Buyer should seek professional guidance based on its specific site requirements.

11.7 Gullotine cut building stone is produced with nominal bed depths normally 100-125mm and 125-150mm. Other depths are available to special order. It is supplied in random course heights and lengths. The stone is cropped and may require additional hand finishing on site to achieve the desired finish. When building with stone, a degree of wastage should be expected depending on how the stone is cut and laid and should be mixed from multiple bags.

11.8 Unless agreed otherwise, all tests, test pieces and inspections whatever required by the Buyer will be charged extra. All tests and inspections will take place under the Supplier's standard testing arrangements and such tests will be final. All tests are subject to testing tolerances.

11.9 It is the Buyer's responsibility to ensure that it has ordered sufficient quantities of Goods, including making any allowance for wastage, to meet its requirements. As a natural product, the Supplier cannot ensure that subsequent orders will match any Goods previously supplied.

## 12. INDEMNITY

The Buyer agrees, upon demand, to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

12.1 designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods;

12.2 the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer;

12.3 any breach of the Contract by the Buyer.

## 13. ASSIGNMENT AND SUBCONTRACTING

13.1 None of the rights or obligations of the Buyer under the Contract may be assigned or transferred in whole or in part without the prior written consent of the Supplier.

13.2 The Supplier is entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Buyer.

13.3 The Supplier is entitled to assign or charge in whole or in part any of its rights or obligations under the Contract without the Buyer's consent.

## 14. HEALTH AND SAFETY

The Buyer agrees to pay due regard to any information or any revised information whenever supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes, the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

## 15. NOTICES

15.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.

15.2 Any notice or document is deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

## 16. INVALIDITY

The invalidity, illegality or unenforceability of any provision of these conditions will not affect the other conditions.

## 17. THIRD PARTY RIGHTS

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## 18. DATA PROTECTION

18.1 Personal data collected in respect of a Buyer obtained in the course of performing the Contract will be held and processed in accordance with the Supplier's privacy policy as published on its website from time to time.

18.2 The Buyer acknowledges that such personal data may be used for the purposes of assessing the level of credit to be extended to the Buyer or for the purposes of obtaining sales ledger finance. This may involve the transfer of such data to a third party financial services provider. The Buyer (or its third party providers) may make searches with a credit reference agency, which may keep a record of such searches. The Supplier may also monitor and record information relating to the Buyer's trade credit performance and such information may be released to other organisations to assess applications for credit.

## 19. LAW AND JURISDICTION

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) is governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.