



TERMS & CONDITIONS of SALE

The Company means Genesis Stone Ltd, the buyer means a company or individual to whom goods are sold by The Company. Goods are products supplied by The Company.

Basis of Sale

- 1.1 The Company shall sell and the Buyer shall purchase the goods specified on the order form. ("The Goods") in accordance with these conditions which shall govern the contract for the purchase of the goods ("the Contract") to the exclusion of any other terms and conditions, including those which the buyer may purport to imply under any purchase order or other document.*
- 1.2 No variation to these conditions shall be binding unless agreed in writing by the authorised representatives of the Buyer and the Company.*
- 1.3 No order which has been accepted by the company may be cancelled by the buyer except with the written permission of the Company and on terms that the Buyer shall indemnify the Company for loss against delivery and collection, and any other expenses incurred by the Company as a result of cancellation.*

Price and Payment

- 2.1 The Company reserves the right, by giving notice at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in costs of raw materials on delivery, any change in delivery rates, instructions, quantities or specifications for the Goods which is requested by the Buyer.*
- 2.2 The price is exclusive of VAT which the Buyer shall be additionally liable to pay to the Seller.*
- 2.3 Unless otherwise agreed in writing the Buyer shall pay in full prior to delivery of the goods.*

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- 2.4 When not held in stock the Buyer shall pay 50% of the price of the goods (Plus VAT thereon) by way of advance payment upon placing the order for the goods and the balance prior to delivery of the Goods and the company shall invoice the Buyer accordingly provided always that in the event that the Company agrees that the balance may be paid on delivery or collection the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 2.5 The buyer shall pay the price of the goods forthwith upon receipt of an invoice and the Company shall be entitled to recover the price, notwithstanding that the delivery may not have taken place and the property in the goods has not passed to the buyer. The time of payment of the price shall be of the essence of the contract.
- 2.6 If the buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries to the Buyer and to charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the base rate from time to time of Barclays Bank plc until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

Delivery

- 3.1 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Goods generally leave our warehouse three working days before you take receipt of them depending on geography. The buyer shall be notified of delivery which will take place generally within the following two working days. Time for delivery shall not be of the essence.
- 3.2 If the Company fails to deliver the goods for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (in the

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cheapest market reasonably available) of similar goods to replace those not delivered over the price of the goods.

- 3.3 If the Buyer fails to take delivery of the goods or fails to give the Company adequate delivery instructions then without prejudice to any other right or remedy available to it, the Company may store the goods until actual delivery and charge the buyer for the reasonable costs (including insurance) of delivery and storage or sell the goods at the best price readily available (and after deducting all reasonable storage and selling expenses) account to the buyer for the excess over the price under the Contract or charge the buyer for any shortfall below the price under the Contract.

Risk and Property

- 4.1 Risk of damage to or loss of the goods shall pass to the buyer in the case of Goods to be collected at the time when the Company notifies the Buyer that the goods are available for collection or in the case of goods to be delivered at the time of delivery or, if the buyer wrongfully fails to take delivery, the time when the Company has tendered delivery of the Goods. The buyer shall be responsible for the Goods at the point of delivery at its own expense and risk.
- 4.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the property in the Goods shall not pass to the buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the buyer for which payment is then due.
- 4.3 Until such time as the property in the goods passes to the buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account of the Company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

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- 4.4 Until such time as the property in the Goods passes to the Buyer (and provided the goods are still in existence and have not been resold), the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

Warranties and Liabilities

- 5.1 The buyer acknowledges that stone is a natural product in which some variation in colour, marking, size and thickness should be expected. All samples, drawings and specifications and illustrations given by the Company and issued or published to give an approximate description of the Goods. Natural products will vary in colour and marking and this is not a sale by sample. Certain stones contain fissures and vents as part of their natural feature. For this reason the Company excludes any express or implied warranty that the goods will correspond in every respect with any description, photograph or sample provided. Unless otherwise agreed in writing the Company does not warrant that the goods are suitable for use for any particular purpose or under any specific condition and the use of the goods by the buyer shall be exclusively at the risk of the Buyer.
- 5.2 Where the size and thickness of the goods is specified by the Company a tolerance of plus or minus 1.5mm shall be deemed incorporated into any description supplied in accordance with British Standards, unless tiles have been supplied as calibrated plus or minus 1mm
- 5.3 Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions/Restrictions on Statements Order 1976) these statutory rights of the buyer are not affected by these Conditions.
- 5.4 Any claim by the buyer which is based on breakages, shortages or any defect in the quality of condition of the Goods or their failure to

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- correspond with specification shall (whether or not delivery is refused by the buyer) be notified to the company within 5 days from the date of delivery and before the product has been installed. If delivery is not refused and the Buyer does not notify the Company accordingly, the buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the buyer shall be bound to pay the price and the Goods shall be deemed to have been delivered in accordance with the Contract.
- 5.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or, at the Company's solid discretion, refund to the buyer the price of the Goods (or a proportionate part thereof), but the Company shall have no further liability to the Buyer.
- 5.6 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for any indirect or consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees, or agents or otherwise) which arise out of or in connection with the supply of the Goods (or shortage thereof) or their use or resale by the Buyer, except as expressly provided in these conditions.
- 5.7 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due any cause beyond the Company's reasonable control without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control: act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes,

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- lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown of machinery.
- 5.8 The Buyer is solely responsible for ascertaining the quantities required, estimates of quantities required are given without any obligation on the Company.
- 5.9 Natural products should be professionally installed and may require sealants or chemical treatment. Sealants or treatments supplied by the Company must be applied in accordance with manufacturer's instructions.

Insolvency of the Buyer

- 6.1 If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or bankrupt (being an individual or firm) or (being a company) goes into liquidation or an encumbrancer takes possession, or a receiver is appointed, or any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business or the company reasonable apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and 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.

General

- 7.1 The Buyer shall not assign the contract without the Company's written consent.
- 7.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

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- 7.3 *No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.*
- 7.4 *If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.*
- 7.5 *The Contract will be governed by the laws of England and the parties submit to the jurisdiction of the English Courts.*

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