

LONDON MOSAIC RESTORATION LTD
TERMS AND CONDITIONS OF QUOTATIONS AND SALES CONTRACTS

1. Definitions

Agreement: the terms of this agreement as set out below;
Customer/ Buyer: the party purchasing Goods and/or Services from the Seller in accordance with the terms of this Agreement;
Goods: the products to be supplied by the Seller to the Buyer in accordance with the terms of this Agreement;
Materials: any and all materials supplied to the Buyer as a consequence of and in relation to the provision of the Services;
Order: an order placed by the Buyer for the supply of Goods and/or provision of the Services;
Price: the price of the Goods and/or the Services as communicated by the Seller to the Buyer which amount shall be exclusive of VAT;
Quotation: where supplied, a quotation for supplying the Goods and/or Services produced by the Seller to the Buyer;
Seller: London Mosaic Restoration Ltd (registered number 5470676);
Services/ Works: the restoration, supply, installation of tiles and associated services provided by the Seller;
VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

2. Quotations

2.1 A quotation shall remain valid for acceptance by the Buyer for ninety days from the date of the Quotation. Please note that a quotation is indicative only, shall not be binding and the Seller reserves the right to alter the Quotation.

3. Order

3.1 The Seller reserves the right (without prejudice to any other remedy) by notice in writing to the Buyer to cancel or suspend provision of the Services and/or delivery of the Goods comprised in any Order in the event of:

- a) the Buyer failing to meet its obligations under this Agreement or the Seller being of the reasonable opinion that this will be the case; or
- b) an event of force majeure (as set out in clause 16 below) prevents the Seller from supplying Goods or providing Services.

4. Performance of the Works

4.1 Where the Services required by the Buyer include any installation or restoration work then, unless specifically set out in the Quotation, the provision of the Services shall exclude:

- a) the provision of utility supplies (including but not limited to electricity and water);
- b) the moving, repositioning, adjusting or alteration of any property or equipment belonging to or in the possession of the Buyer;
- c) interface with other equipment;
- d) crantage or transport; and
- e) any other work not detailed in the Quotation.

4.2 The Seller shall carry out the specified works and any agreed additional works in a good and workman like manner by trained representatives of the Seller using materials and workmanship of the quality and standard specified.

4.3 The Buyer will be required to provide assistance and supplies reasonably requested by the Seller or its representatives to facilitate the Works.

4.4 All material brought to site shall remain the property of the Seller (notwithstanding their incorporation in the Works) until full payment is received.

4.5 Any time or date given by the Seller for the completion of the Works is for the Customer's convenience only. No liability is accepted for late completion of the Works for any reason whatsoever and time of completion shall not be of the essence under the terms of this Agreement. The Seller shall use its best endeavours to ensure the Works are completed with reasonable time but shall not be liable in respect of any delay caused.

5. Scope of Works

5.1 The Seller shall not be liable to carry out any works other than those specified in the quotation but may at its discretion, for an agreed

additional price, carry out additional works upon receipt of a written request signed by the Customer stating the works required.

6. Warranty and Limitation of Liability

6.1 The Seller shall bear no liability for any loss or damage to property or injury to persons arising out of the performance of this contract save for any such loss, damage or injury or death caused directly and solely by the negligence of the Seller or its representatives.

6.2 The Seller shall not under any circumstances be liable to the Buyer or any third party for any consequential loss or damage however caused.

6.3 Except for personal injury or death due to the negligence of the Seller the liability of the Seller under this Agreement for any reason whatsoever shall not exceed the Price.

6.4 The warranties of the Seller do not cover, and the Seller makes no warranty with respect to any defect, failure, deficiency or error which is:

- a) due to the supply of any part of the Goods or the Materials other than by the Seller; or
- b) not reported to the Seller in writing within 5 days of discovery; or
- c) beyond the control of the Seller resulting from the provision of the Services.

7. Permissions and Consents

7.1 The Customer is responsible for obtaining all planning and other consents necessary for the execution of works.

8. Price

8.1 The Buyer agrees to pay the Price for the Goods and/or the Services in accordance with the terms of clause 10 below.

8.2 The Seller reserves the right to amend the Price if:

- a) the Buyer changes, alters or amends in any way the Goods they require from those set out in and accepted by the Order and detailed in any Quotation; or
- b) the Buyer alters the scope or nature or the Services from that set out in the Order (including but not limited to changes in quantities, sizes, Materials, finishes or time-scales); or
- c) the Buyer delays the Seller in the provision of the Services or delivery of the Goods; or
- d) there is a change in legislation preventing the Seller from meeting its contractual obligations; or
- e) there is an event of force majeure as set out in clause 16 below.

9. VAT and Duties

In circumstances where the Buyer is located outside of the European Union, the Buyer shall be liable for any import taxes or local tariffs relating to the supply of the Goods or the provision of the Services. Any non-United Kingdom Buyers are required to provide proof of export for VAT exemption.

10. Payment Terms

10.1 Invoices are payable without deduction, set off or counter claim on or before the date set out in any Quotation notwithstanding that the property in the Goods and/or the Materials may not have passed to the Buyer.

10.2 Time of payment shall be of the essence and without prejudice to any other rights the Seller may have against the Buyer.

10.3 The Seller reserves the right to charge interest on a daily basis at the rate of 8% on all overdue payments.

11. Delivery and Packing

11.1 Unless specifically requested by the Buyer and stated otherwise in any Quotation, Goods are sold and all available for collection from the Seller's factory. Every effort will be made to meet stated availability times or such other delivery times agreed between the parties. However, no liability is accepted for late availability for any reason whatsoever and time for delivery shall not be of the essence under the terms of this Agreement.

11.2 If the Buyer fails to collect the Goods when notified of its availability then, without prejudice to any other right or remedy available to the Seller, the Seller may at its option, store the Goods until collection and

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charge the Buyer for reasonable storage costs including, but not limited to, insurance of the Goods in storage. In such event the Buyer shall fully indemnify and keep indemnified the Seller from and against all costs, claims, damages, losses, liabilities and expenses (including loss of profit) incurred or suffered by the Seller by reason of the failure by the Buyer to collect the Goods.

11.3 If the Goods are to be shipped, the Buyer must be available to take delivery. In the event that the Buyer fails to take delivery, the Goods will be returned to the Seller, who reserves the right to charge the Buyer for reasonable shipping return and storage costs including, but not limited to, insurance of the Goods in storage. The Buyer may be charged an additional fee to rearrange delivery.

12. Title and Risk

12.1 Title to Goods delivered to or collected by the Buyer shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

- a) such Goods; and
- b) all other sums which are or which will become due to the Seller from the Buyer for sales of Goods or on any account.

12.2 Until title to Goods has passed to the Buyer, the Buyer shall:

- a) hold such Goods on a fiduciary basis as the Seller's bailee;
- b) store such Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- c) not remove, deface or obscure any identifying mark or packaging on or relating to such Goods; and
- d) maintain such Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks with an Insurer that is reasonably acceptable to the Seller. The Buyer shall obtain an endorsement of the Seller's interest in the Goods on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Buyer shall allow the Seller to inspect such Goods and the policy of insurance, but the Buyer may resell or use Goods in the ordinary course of business.

12.3 In the event of cancellation or suspension of the Services and/or delivery of the Goods (as set out in clause 3 above) the Seller shall be entitled to repossess any Goods which are in the possession or control of the Buyer and the property in which remains with the Seller and for such purpose to enter into and upon the premises of the Buyer and the Buyer shall cease to be entitled to sell any Goods supplied by the Seller which have not yet been paid for.

13. Natural Materials, Samples and Specifications

13.1 Where the Materials or Goods supplied by the Seller include or comprise natural products then the Seller accepts no responsibility whatsoever for any naturally occurring changes to such natural products including but not limited to warping, distortion, crazing or other shape changes, difference in colour or shade and other natural imperfections in those products and the Buyer irrevocably and unconditionally waives its right to make any claim against the Seller in respect of any such variations.

13.2 Where a sample of the Goods is supplied or is inspected or is shown to the Buyer such sample is provided for the sole purpose of giving an approximate idea of the Goods and for guide purposes only, the Buyer shall not rely upon any representation or description concerning sample of Goods supplied unless reference is made thereto in the Quotation.

13.3 The Seller reserves the right to substitute alternative Goods where necessary and to make changes to any specifications provided that such substitutions or changes are minor (i.e. do not materially alter the quality or performance of the Goods) or which are required to comply with any applicable Statute, Statutory Instrument or regulatory requirements.

14. Drawings

Where an Order is placed by telephone, email or facsimile, the Seller accepts no responsibility whatsoever for the accuracy or otherwise of any drawings or dimensions provided by the Buyer for the provision of the Services and/or Goods. Any loss, costs or expenses suffered by the Seller

as a result of any errors or omissions in such drawings or dimensions shall be payable by the Buyer.

15. Returns

The Seller has absolute discretion whether it accepts Goods returned by the Buyer. Goods supplied for special orders cannot be returned. If Goods are returned they may be only accepted if they are full cartons only within a two month period from invoice date. Goods that are accepted as returns will be subject to a 40% restocking charge. The buyer shall be responsible for the return of the goods and any costs involved.

16. Force Majeure

The Seller shall be under no liability if they are unable to carry out any provisions of this Agreement for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of utilities, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of this agreement. During the continuance of such a contingency, the Buyer may, by written notice to the Seller served no sooner than 30 days after commencement of the contingency, elect to terminate this Agreement and the Seller shall pay for any work actually done and Goods or Materials supplied, but subject thereto shall otherwise accept delivery when available.

17. General

17.1 Notices to be served hereunder shall be served on the relevant party at its address shown on the order form, invoice or other relevant documents or such other address as may be notified in accordance with this clause or (in the case of a company) its registered office for the time being or (in the case of a Buyer not being a company) its principal place of business for the time being, by pre-paid first class post (if in the United Kingdom) or pre-paid airmail (if outside the United Kingdom) and such notices shall be deemed to have been duly served 2 days (7 days in the case of airmail post) after the same has been put in the post properly addressed.

17.2 If any term or provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed from this Agreement and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid, illegal or unenforceable provision eliminated.

17.3 The Seller may without the consent of the Buyer sublicense its rights or obligations or any part of this Agreement.

17.4 The headings in this Agreement are for ease of reference only and shall not affect the interpretation of any clauses in this Agreement.

18. Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this contract, negligence or misrepresentation.

19. Third Parties

The parties to this Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

20. Law

This Agreement is governed by English law and any dispute is to be referred to an independent arbitrator to be appointed by agreement between the parties. In the event that the parties fail to reach an agreement, then the appointment of an arbitrator shall be referred to the then President of the Chartered Institute of Arbitrators whose decision shall be final and binding.