

Styro Stone GB Ltd., The Old Post House, Heath Road, Weybridge, Surrey, KT13 8TS

Terms of Sale

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS FOR FUTURE REFERENCE

1. Interpretation

1.1 In these Terms:

“Buyer”

Means the person who accepts the Seller’s Written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller;

“Goods”

Means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms;

“Seller”

Means Styro Stone Great Britain Limited (registered in England under number 5612079);

Intellectual Property

Means any patent copyright registered design trade mark or either industrial or intellectual property right in respect of the Goods

“Contract”

Means the contract for the sale and purchase of the Goods;

“Terms”

Means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

“Writing”

and any similar expression, includes facsimile transmission, electronic mail and comparable means of communication.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, reenacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

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2. Basis of the sale

2.1 No contract exists between the Buyer and the Seller for the sale of any Goods until the Seller has received and accepted the Buyer's order and the Seller sends the Buyer confirmation in Writing to the address or e-mail address the Buyer has provided, once the Seller does so there is then a binding legal contract between the Buyer and the Seller.

2.2 No variation to these Terms shall be binding unless agreed in Writing between the Buyer and the authorised representative of the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.4 Any advice or recommendation given by the Seller, or its employees or agents, to the Buyer, or its employees or agents, as to the storage, application or use of the Goods that is not confirmed by a director of the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed. Any advice given by the Seller (oral or written) is for guidance purposes only and the Buyer is responsible for verification with a suitably qualified expert.

2.5 Every effort is made to ensure that any sales literature, quotation, price list, acceptance of offer, invoice, other document or information issued by the Seller is accurate. If any typographical, clerical or other error or omission is found it shall be subject to correction without any liability on the part of the Seller.

2.6 These Terms and the Contract prevail over any other terms or information given on the Seller's website www.styrostone.com.

3. Orders and specifications

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The quantity, quality and description of the Goods and any specification for them shall be as set out in the order.

3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods

4.1 The price of the Goods shall be the Seller's estimated/quoted price or, where no price has been given (or an estimated/quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. The Seller's publis-

hed price list shall not apply to Goods which are supplied for export from the United Kingdom. All prices estimated/quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they cease to be valid.

4.2 The price quoted for the Goods or in any published price list of the Seller is inclusive of transport for delivery on the UK mainland, delivery elsewhere is not included in the price. The Buyer will be required to pay the Seller's additional charges for transport, packing and insurance in respect of any special delivery arrangements (small / special / urgent loads). The Seller will advise the Buyer of any special delivery costs on acceptance of the order for the Goods.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.4 Except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms 1977), the Seller reserves the right, by giving written notice to the Buyer that any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitation any foreign exchange, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs at manufacture), any change in delivery dates, quantities or specification for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5. Terms of payment

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller will invoice the Buyer for the price of the Goods at the time the Buyer places the order

5.2 The Buyer shall pay the price of the Goods (but without any other deduction) before delivery of the Goods or within 30 days of the date of the Seller's invoice (whichever is the earlier event). The time of payment of the price shall be of the essence of the Contract.

5.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.3.1 cancel the Contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3 charge the Buyer interest at the rate of 3% above Barclays Bank base rate of the value of the outstanding amount.

6. Delivery

6.1 Due to the nature of the Goods the Buyer is required as part of the order to provide to the Seller adequate delivery instructions and suitable access that will enable a large delivery vehicle (up to 40 tonnes total weight, and up to 18 metres in length) to deliver to the point of delivery.

6.2 Delivery of the Goods shall be made by the Seller delivering the Goods to the place agreed for delivery by the Seller. The unloading of the Goods at the point of delivery shall be the responsibility of the Buyer who shall provide the necessary labour and equipment for

this purpose. The Buyer must inform the Seller of any shortfall or damage to the Goods delivered within 2 hours of the Seller's vehicle arriving at the point of delivery and ideally before its departure from the delivery point.

6.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods where the cause is outside the reasonable control of the Seller. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.4 Where the Goods are to be delivered in instalments, failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to refunding to the Buyer the price of the Goods paid for by the Buyer.

6.6 If the Buyer fails to take delivery of the Goods (or fails to unload the Goods at the point of delivery in accordance with clauses 6.1 or 6.2) or fails to give the Seller adequate delivery instructions and a suitable access to the point of delivery at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs including handling and storage; or

6.6.2 sell the Goods at the best price readily obtainable 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 and treat the contract as repudiated.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller 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 Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller'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 Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business provided that those purchasing the Goods from the Buyer are trained to use the Goods or have access to an adviser who has been trained.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence, have not been incorporated into the property or resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

8. Warranties and liability

8.1 Subject to the following provisions the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of six months from the date of their initial use or six months from delivery, whichever is the first to expire. This warranty does not affect the Buyer's statutory rights as a consumer.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification or other information supplied by the Buyer;

8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by or on behalf of the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.3 Subject as expressly provided in these Terms, 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.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.

8.5 A claim by the Buyer that is based on any defect in the quality or condition of the Goods, or their failure to correspond with specification, shall (whether or not delivery is refused by the Buyer) be notified to the Seller within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.

8.7 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defecti-

ve products under the Consumer Protection Act 1987, the Seller will not be liable under this Contract for any loss or damage caused by the Seller, its employees, agents or otherwise where:

8.7.1 there is no breach of a legal duty of the care owed to the Buyer by the Seller, its employees, agents or otherwise; or

8.7.2 such loss or damage is not a reasonably foreseeable result of any such breach; or

8.7.3 any increase in loss or damage is the result of a breach by the Buyer of any term of this Contract.

8.8 The Seller 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 Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller'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, lock outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

8.9 The Seller will not be liable in any way for advice given to the Buyer that does not relate directly to the Goods or their use.

8.10 The Seller is not an architect and does not provide the services of a quantity surveyor, structural engineer or architect. If the Buyer chooses not to appoint such people in order to advise him, then the Buyer must accept the risk that follows from this, or alternatively incur the necessary expense in order to obtain the necessary advice.

8.11 The Buyer is to engage a suitably qualified building expert to act as a supervisor when building with the Goods and to only use the Goods in accordance with any instructions supplied with them by the Seller, in particular the Lantac and BBA certification.

8.12 For the avoidance of doubt the Buyer is responsible for payment to all consultants and other third party experts used by the Buyer in connection with the Goods, where such third party introduction was originally effected by the Seller. The Buyer is to contract direct with all such third party experts and consultants. The Seller does not endorse any third party experts or consultants suggested by them to the Buyer.

9. Insolvency of buyer

9.1 This clause 9 applies if:

9.1.1 the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may 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.

10. Data Protection

10.1 The Seller will take all reasonable precautions to keep the details of your order and payment secure but, unless the Seller is negligent, the Seller will not be liable for unauthorised access to information supplied by the Buyer.

10.2 The Seller will only use the information the Buyer provides for the purpose of fulfilling the Buyer's order, unless the Buyer agrees otherwise. The Seller would like to notify you of products and offers that may be of interest to the Buyer from time to time, and if the Buyer would like to be notified of these they should inform the Seller in writing. The Buyer can correct any information, or ask for information to be deleted, by giving notice in Writing to the Seller.

11. Intellectual Property

11.1 Nothing in these Terms shall give the Buyer any rights in respect of any trade names or trade marks used by the Seller in relation to the Goods or of the goodwill associated with them, and the Buyer acknowledges that, except as expressly provided in these Terms, it shall not acquire any rights in respect of the Intellectual Property and that all such Intellectual Property and goodwill are, and shall remain, vested in the Seller.

11.2 Without prejudice to the right of the Buyer or any third party to challenge the validity of any Intellectual Property of the Seller, the Buyer shall not do, or authorise any third party to do, any act which would or might invalidate, or be inconsistent with, the Intellectual Property of the Seller and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

12. Site Visits & Publicity

12.1 The Seller reserves the right to visit the Buyer's site or send an authorised representative to the site during or after construction to ensure the Goods are being used in the correct and approved manner.

12.2 The Seller further reserves the right to visit the Buyer's site in order to photograph the Goods on site (both during and after completion) in order to use the photographs by way of publicity and technical instruction (without the further need to obtain the Buyer's consent or release).

13. General

13.1 A notice required or permitted to be given by either party to the other under these Terms 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.

13.2 No waiver by the Seller 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.

13.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

13.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non exclusive jurisdiction of the English courts.