

TERMS OF TRADING

1. DEFINITIONS. In these conditions the following terms shall have the following meanings:-

- 1.1 "The Company" means MeKcon Stone Ltd
- 1.2 "The Customer" means the customer of MeKcon Stone Ltd
- 1.3 "The Contract" means any contract for the sale of goods by the Company to the Customer.
- 1.4 "Goods" means any goods forming the subject of this contract.

2. QUOTATIONS. Quotations by the Company unless otherwise stated in them shall constitute an invitation to place an order by the customer within 30 days of the date of the quotation. They do not constitute an offer.

3. EXISTENCE OF CONTRACT.

- 3.1 No contract shall come into existence until the customer places a purchase order (which must be in writing) which is accepted by the earliest of:-

- 3.1.1 delivery of the goods
- 3.1.2 the company's invoice

- 3.2 These terms of trading shall be incorporated in the contract to the exclusion of any terms or conditions stipulated or referred to by the customer.
- 3.3 No variation or amendment of these conditions or oral promise or commitment related to the same shall be valid unless committed to writing a signed by or on behalf of both parties.

4. PRICES

- 4.1 All prices are quoted without the commitment and subject to alterations or withdrawal by the Company without notice prior to acceptance of the order and orders can only be accepted on condition that the prices charged are those ruling on the date of dispatch.
- 4.2 All prices included in quotations are calculated having regard to the price of raw materials, labour, haulage and all other overheads of the Company's business applicable at the date of such quotation and are subject to the goods remaining unsold at the date of dispatch. In the event of any increase in such costs between quotation and dispatch the Company shall be entitled to adjust its quoted price.
- 4.3 Where a quotation is given for a particular quantity of goods and a different quantity is ordered by the Customer or delivery instructions are varied after the date of the order the Company shall be at liberty to revise the quoted price.
- 4.4 All prices are exclusive of Value Added Tax which shall be at the appropriate ruling rate at the date of submission of the invoice.

5. TERMS OF PAYMENT

- 5.1 Subject to the granting of credit facilities by the customer all accounts are payable in Euro without discount of any kind on or before 30 days from date of invoice (hereinafter called "the payment date") and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all.
- 5.2 Any payment overdue after payment date shall carry interest at the rate of 2% over Central Bank base lending rate for the time being in force with interest accruing on a daily basis and the Customer will also reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 5.3 The time of payment by the Customer is of the essence.
- 5.4 Where a Customer fails to make payment for any goods on the payment date the Company at its option may:-

- 5.4.1 Suspend delivery without liability under all or any uncompleted contracts whilst the Customer remains in arrears with payment and / or
- 5.4.2 Give notice in writing that if any such sum shall remain unpaid for 21 days after the same fell due for payment all or any such contracts may be cancelled and if such sums are not paid within the said period of 21 days the Company may be further notice forthwith determine all such uncompleted contracts without liability and claim damages for wrongful repudiation thereof by the Customer and / or

- 5.4.3 Exercise a lien over all goods of the Customer in its possession for all amounts due at any time from the Customer and may use, sell or dispose of such goods as agent for and at the expense of the Customer for any balance remaining after payment of all amounts due to the Company and the costs of sale and disposal the Company shall be discharged of any liability in respect of the Customers property.

6. CANCELLATION

- 6.1 The Company shall not be obliged to accept cancellation, and if the Customer refuses to accept delivery they will remain liable to pay full price of the goods ordered, together with any additional costs involved.
- 6.2 In the event that the company at its absolute discretion agrees in writing to accept cancellation the Customer shall pay the Company's costs in respect of handling, re-stocking and administration.

7. SPECIFICATIONS

- 7.1 Due to stone being a natural material, goods supplied may not exactly match samples originally presented to the Customer. The Company may give a range of samples where necessary in order to show good representation of the stone.
- 7.2 The blocks are measured by the Average mean Measure and are priced accordingly.

8. SHORTAGES AND DEFECTS ETC.

- 8.1 The Company will supply all goods under cover of a delivery note. All faults or shortages in the goods must be noted on the delivery note by the Customer at the time of delivery failing which the Company shall have no liability for subsequent claims. In the event of the goods being signed for "unexamined" the Company will only consider claims relating to shortages or damaged goods when such shortages or damage is reported in writing to the Company within a period of seven working days from the receipt of the goods. Following on such notification the Company shall be afforded reasonable opportunity and facilities to investigate the claim made by the Customer under this condition and subject to the Claim being accepted either the goods referred to will be replaced or a credit given by the Company at its option as soon as practicable.
- 8.2 The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedure in these conditions.
- 8.3 The Company shall have no liability to the Customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligent breach of Statutory Duty or other duty on the part of the Company or in any other way out of or in connection with the performance or supported performance or supported performances of or failure to perform the Contract except:-

- 8.3.1 for death or personal injury resulting from the Company's negligence
- 8.3.2 as expressly stated in these conditions
- 8.4 In no circumstances shall the liability of the Company to the Customer exceed the invoice value of the goods in question.

9. DELIVERY

- 9.1 Except as otherwise agreed in writing at the time of contract delivery of the goods shall be as near the site of delivery as a safe road permits for unloading at ground level.
- 9.2 If there is no representative of the Customer on site to receive delivery and sign the delivery note (and pay for the goods on a cash on delivery transaction) the Company may refuse to deliver and any abortive delivery and/or storage charges incurred by the Company will be payable by the Customer in addition to the contract price.
- 9.3 Where the contract provides for delivery of the goods by instalments, each instalment shall be deemed to be the subject of a separate contract and non-delivery or delay of delivery of any one instalment shall not affect the balance of the contract or entitle the customer to cancel same.
- 9.4 Delivery dates are given in good faith and every effort will be made to ensure due performance but the Company cannot accept responsibility for damages or consequential loss arising from delays caused by strikes, lock-outs, breakdowns, fires or any other circumstances beyond the Company's control. As stone is a natural material the Company cannot accept responsibility if the ground does not yield specific sizes requested by the Customer. If the Customers instructions or lack of instructions cause delay in delivery the Company shall be entitled to an extension of the time originally agreed and to payment in respect of any additional costs incurred.

- 9.5 Delivery of the quantity of materials ordered discharges the Company's responsibility.

10. PASSING OF PROPERTY FOR RESALE

- 10.1 Notwithstanding the earlier passing of risk title in the goods shall remain with the Company until the amount due under the invoice for them (including interest and costs) has been paid in full. Until full payment has been received by the Company for goods supplied to the Customer under the contract or any other contract between the Customer and the Company:-
- 10.2 The property in the goods shall remain in the Company.

- 10.3 The customer shall, subject to 10.3 and 10.4 below, hold the goods as bailee for the Company and be at liberty to re-sell the goods in the ordinary course of business provided that the proceeds of resale belong to the Company and the Customer shall account to the Company for such proceeds on demand pending which the proceeds shall be held in trust for the Company in a separate designated account and not mingled with other moneys or paid into any overdraft bank account and shall be at all times identifiable as the Company's money.
- 10.4 The Company may at any time as its option by notice in writing revoke the liberty of resale in 10.2 above.

- 10.5 The customers liability to re-sell shall be automatically determined if a Receiver is appointed over any of the Customers assets or over the Customers undertaking or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangements or composition with creditors or commits any act or bankruptcy. Upon determination of the Company's liberty to re-sell under 10.3 and 10.4 above the Customer shall place all goods in its possession of the Company's disposal and the Company shall be entitled to enter the Customers premises for the purpose of removing all such goods.

11. JURISDICTION.

- These terms and conditions and any contract incorporating them shall be governed by Irish Law and the Customer consents to the exclusive jurisdiction of the Irish Courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the Courts of any other country.