

WARRANTY CONDITIONS FOR SLABS IN NATURAL STONE - UNISTONE® - UNICERAMICA®

Brachot-Hermant UK indemnifies, subject to the following conditions, the legal owner, under normal use and maintenance, against defects of the products delivered by Brachot-Hermant UK, for the period of 10 years.

"Product" means always the slab delivered by Brachot-Hermant. This is a half-finished product and does not refer to the finished end product.

A. CONDITIONS

1. According to the general conditions of sale of Brachot-Hermant UK, the customer being a professional processor and/or installer, is required to make a detailed check of the slab **BEFORE** processing or installing. This check need to be done in daylight or artificial light with direct light, **NOT** with backlight or floodlight. The slab is inspected from 0,5 - 1 m, with the naked eye, not with a magnifying glass.

Discrepancies need to be reported immediately. Also the end user is required to check the finished product before the installation, and to report any errors or defects immediately to his supplier.

2. To report a complaint the customer of Brachot-Hermant UK submit a complete file, including a copy of the purchase invoice, the proof of payment, the evidence that the invoiced slab corresponds with the slab for which the warranty is used, the evidence of the defect and a summary of the processes and treatments of the slab after the delivery by Brachot-Hermant UK.

3. Brachot-Hermant UK can only be obliged to the replacement of the delivered slab. The cost to dismantle, repair or remanufacture the custom made parts is not covered by this warranty. Also extra costs, such as re-tiling, plumbing, installation of built in appliances and electrical works are not covered by this warranty. Consequential damage is not covered.

4. The return of slabs supplied by Brachot-Hermant UK is only possible for unprocessed slabs that are still in the same condition as at delivery, free of contaminants, dirt and discoloration by standing outside, damage or deformation by transportation or bad storage, or other....

5. The delivery of the replacement material will only be to the destination where Brachot-Hermant UK has delivered the original slab.

6. This warranty only covers the replacement of the slab with another slab of which the characteristics (colour, thickness, ...) are equal to those of the original purchased material, except when this material is no longer produced or available. In that case, the material will be replaced by a slab with the most similarities.

B. EXCEPTIONS

1. Any damage caused directly or indirectly by any act, an activity or intervention from a third party, such as damage caused by a wrong finishing or a wrong manufacturing of an end product, damage by inappropriate installation methods or other changes or treatments such as thermal shock or chemical treatments.

The damage caused by misuse, such as direct contact with flames or hot pots, contact with bleaching products, contact with chemical products with a pH value higher than 11, extreme forces exerted on a work surface, scratches on a limestone because of use, ... are not covered by this warranty.

Damage caused by improper use of chemical products (see technical data sheets of the products, ...) is not covered by the warranty.

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2. Damage resulting from improper use, including but not limited to, the use of the product for purposes for which it is not intended, the use of the product in a manner that doesn't comply with the rules of the profession (for example insufficient support of the slabs, insufficient expansion space,...).

3. Damage resulting from exposing Unistone® to external weather conditions.

4. Damage resulting from natural disasters, damage caused by a chemical or other reaction with, or effects from, other products or all other causes beyond the control of Brachot-Hermant UK.

5. Are also excluded: differences between samples and pictures of Brachot-Hermant UK and the real bought products. The same applies for any other colour and other difference (veins, pleat figures, mineral concentrations, ...) that are the result from the used raw materials. Reference is made to the technical data sheets of the products.

6. In case of the repair- and/or treatment works starts before a written approval from Brachot-Hermant UK has been obtained, this warranty lapses.

Made at Deinze (Belgium) on the 1st of May 2015. These warranty conditions have only effect for the future and are only valid for the Brachot-Hermant UK selected customers.

BRACHOT - HERMANT UK LTD

GENERAL CONDITIONS OF SALE

1 Definitions

- 1.1 'Buyer' means the person business or company who agrees to buy the Goods from the Seller.
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 'Delivery' means when the Goods are available for inspection and collection by the Buyer.
- 1.4 'Delivery Date' means the date specified by the Seller when the goods are available to be inspected and collected from the Seller's premises.
- 1.5 'Goods' means the articles which the Buyer agrees to buy from the Seller.
- 1.6 'Price' means the price for the Goods excluding tariffs carriage packing insurance VAT and any other costs or charges.
- 1.7 'Seller' means Brachot Hermant UK Ltd of Wood Lane, Erdington, Birmingham B24 9QJ.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions subject to clause 5.2
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 The Price and payment

- 3.1 The Price of the Goods shall be the price stipulated in the Seller's published price list current at the date of Delivery of the Goods. VAT shall be due (in addition to the Price) at the rate ruling on the date of the VAT invoice.
- 3.2 Payment of the Price VAT and any other applicable costs and/or charges shall be due within 30 days of the date of the invoice. Time for payment will be of the essence.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment, plus 8% statutory interest plus VAT and any other costs/charges referred to on the invoice or £125 (whichever is the higher) may become payable at the Seller's discretion as agreed liquidated damages.

4 The Goods

- 4.1 The quantity and description of the Goods shall be substantially the same as set out in the Seller's quotation so far as the Seller is reasonably able so to do.
- 4.2 The Goods shall be manufactured and supplied in accordance with (so far as reasonably practicable) the description contained in the Seller's specification and processed in accordance with any applicable safety standards specifically requested to be complied with by the Buyer and agreed to by the Seller.
- 4.3 The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of the Goods.
- 4.4 Whilst the Seller endeavours to process the Goods to the Buyer's request the Buyer acknowledges that dimensional tolerances and the nature of the Goods dictate any description or dimensions are approximate and for guidance only.

5 Warranties and liability

- 5.1 The Seller warrants that the Goods will at the time of delivery substantially correspond with the description given in the Seller's quotation. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract terms Act 1977) all other warranties, conditions or terms relating to fitness

for purpose, satisfactory quality or condition of the Goods and whether implied by statute or common law or otherwise are excluded and the Buyer is responsible for selecting Goods for any intended purpose.

- 5.2 The Goods shall be inspected by the Buyer on or before the Delivery Date at the Seller's premises

6 Delivery of the Goods

- 6.1 Delivery of the Goods shall be deemed to have been made when the Seller confirms to the Buyer the Goods are ready for collection. The Buyer shall make all arrangements necessary to take delivery of the Goods when they are tendered.
- 6.2 Unless the Buyer shall pay the Price VAT and any other sums due on the invoice by BACS or Telegraphic Transfer into an account approved in advance by the Seller or procure the acceptance by BNP Paribas Fortis of a bill of exchange drawn on the Buyer's bank for the Price VAT and any other costs and/or charges due on the invoice before the Delivery Date the Seller shall be at liberty on its own account to deal with sell or otherwise dispose of the Goods.
- 6.3 The failure of the Buyer to pay for the Goods on the due dates shall entitle the Seller (at the sole option of the Seller);
 - 6.3.1 Without notice to suspend further availability of the Goods pending payment by the buyer; and/or
 - 6.3.2 To treat the contract as repudiated by the Buyer and the Seller reserves its rights to pursue the Buyer for any reasonable handling and storage charges incurred by it.

7. Acceptance of the Goods

- 7.1 The Buyer shall be deemed to have unconditionally accepted the Goods as compliant with the terms of this contract three days after the Delivery Date if no written notice has been received by the Seller raising any objections regarding the Goods.
- 7.2 After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract

8. Risk and property

- 8.1 The Goods shall be at the Buyer's risk as from the Delivery Date.
- 8.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until
 - 8.2.1 The Buyer shall have paid the Price plus VAT in full; and
 - 8.2.2 No other sums whatsoever shall be due from the Buyer to the Seller.Until such time as property in the Goods passes from the Seller the Buyer request deliver up such of the Goods as are in the Buyer's possession. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

9. Remedies of Buyer

- 9.1 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.
- 9.2 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages and/or replacement of any defective Goods due to the fault of the Seller. Under no circumstances shall the liability of the Seller exceed the Price of the Goods

10 Proper law of these Terms and Conditions

These Terms and Conditions are subject to the law of England and Wales.

11 Force Majeure

Neither party shall be liable for any default due to an act of God war strike lockout industrial action fire flood drought tempest or other event beyond the reasonable control of either party.