DOMUS GROUP LONDON LTD – CONDITIONS OF SALE

1. **INTERPRETATION**

1.1 In these Conditions:

"**Customer**" means the person whose order for the Goods is accepted by Domus.

"**Goods**" means the goods specified on any Order or Special Order (including any instalment of the goods if stated).

"**Domus**" means Domus Group London Limited (registered number: 17495107).

"**Conditions**" means the standard terms & conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Domus.

"**Contract**" means the contract between the Customer and Seller for the purchase and sale of the Goods which consists of the Conditions, the Order and the Written confirmation of Order.

"**Force Majeure Event**" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or , if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions or default of suppliers of subcontractors.

"**Order**" means the Customer's order for the Goods, as set out in Customer's written purchase order or, where no written purchase order exists, in the Customer's written acceptance of Domus' quotation.

"**Premises**" means Domus' address 3 Molesey Business Centre, Central Avenue, West Molesey, Surrey, KT8 2QZ.

"**Special Order**" means any Order for non-stocked Goods.

"**Writing/Written**" includes telex, cable, facsimile transmission and comparable means of communication, including email.

1.2 Any reference in the Conditions to any provision of a statute shall be construed as a reference to that provision as amended re- enacted or extended at the relevant time.

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

1.4 Any reference to a party means the Customer or Domus (including its personal representatives, successors, or permitted assigns).

2. **BASIS OF CONTRACT**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order shall only be deemed to be accepted when Domus issues a written confirmation of the Order, at which point the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Domus which is not set out in the Contract.

2.4 Any samples, descriptive matter or advertising produced by Domus and any illustrations or descriptions contained in Domus' sales literature are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 Customers should not place any Order without seeing the Goods or a sample first. Samples of Goods can be ordered from the Domus showrooms or website.

2.6 Any quotation for the Goods given by Domus shall not constitute an offer, nor an Order. A quotation shall only be valid for period of 60 days from its date of issue.

3. **BASIS OF SALE**

3.1 Domus shall provide a quotation to the Customer in respect of the Goods.

3.2 Domus shall sell and the Customer shall buy the Goods in accordance with the Order which is accepted by Domus. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

3.3 It is the responsibility All Customers should review a physical sample of the Goods

3.4 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and of Domus.

3.5 Domus' employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Domus in Writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

3.6 Any typographical clerical or other error or omission in any sales literature quotation acceptance of offer or other document or information issued by Domus shall be subject to correction without any liability on the part of Domus.

4. **ORDERS**

4.1 The Goods are as described in the Order.

4.2 No Order submitted by the Customer shall be deemed to be accepted by Domus unless and until confirmed in Writing by Domus' authorised representative through an order confirmation or proforma invoice. It is the Customer's responsibility to ensure that the details on the order confirmation or proforma invoice are correct.

4.3 All Special Orders are non returnable and non refundable. No amendments or changes to a Special Order will be accepted after 24 hours from the Customer's receipt of the Written confirmation of such Special Order.

4.4 For the avoidance of doubt any Written quotation prepared by Domus shall not be deemed to be an Order or an offer.

4.5 The Customer shall be responsible to Domus for ensuring the accuracy of the terms of any Order and for giving Domus all necessary information relating to the Goods within a sufficient time to enable Domus to perform the Contract in accordance with its terms.

4.6 The quantity, quality and description of any specification for the Goods shall be those set out in Domus' Written confirmation of the Order. All Orders will be supplied in full boxes and any orders placed for quantities not in full boxes will be rounded up to a full box.

4.7 If any Order requires Domus to place a Special Order with any one of its suppliers or is a high value Order a deposit of 50% of the purchase price is payable on Domus accepting the Order and such sum will not be refundable under any circumstances including for the avoidance of doubt but not limited to, cancellation by the Customer in accordance with the condition 5.5.

4.8 No order which has been accepted by Domus may be cancelled by the Customer except with the agreement in writing of Domus.

4.9 Save as provided in condition 5.5, the Customer shall indemnify Domus 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 Domus as a result of cancellation.

4.10 The Customer many not cancel any order for Goods made to the Customer's specification or personalised Goods or any Special Order.

4.11 The right to cancel is extinguished once the Goods have become mixed inseparably with other materials such as grout.

5. PRICE OF THE GOODS

5.1 The price of the Goods shall be Domus' quoted price in the Order confirmation or if no price has been quoted or a quoted price is no longer valid, the price listed in Domus' published price list in force as at the date of delivery. All prices quoted are valid for 60 days only or until earlier acceptance by the Customer after which time they may be altered by Domus without giving notice to the Customer.

5.2 Special offers and sale discounts are valid for a limited time only. Orders placed outside of the specified sale or offer period will be supplied at normal rates.

5.3 Domus reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to Domus which is due to any factor beyond the control of Domus.

5.4 Domus reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any change in delivery dates quantities or specification in respect of the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give Domus adequate information or instructions.

5.5 Where such increase in price referred to in conditions 5.2 and 5.4 exceeds 10% of the original price by the Customer may, on serving Written notice on Domus within 7 days from the date of Domus' notice to the Customer confirming the price increase, cancel the Contract on terms that the Customer shall indemnify Domus 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 Domus as a result of cancellation.

5.6 Unless otherwise agreed in Writing between Domus and the Customer where the Customer under-orders Goods and requires further Goods to complete a project the price of such Goods shall be based on Domus' current published price list, subject to availability.

5.7 Unless otherwise agreed in Writing between the Customer and Domus, all prices are given by Domus on an ex works basis and where Domus agrees to deliver the Goods otherwise than at Domus' Premises the Customer shall be liable to pay Domus' charges for transport and packaging. Where Goods are supplied in instalments the Customer agrees to pay Domus' charges for transport and packaging for each delivery.

5.8 The price stated in any sales literature or online is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to Domus.

6. **TERMS OF PAYMENT**

6.1 Subject to any special terms agreed in Writing between the Customer and Domus, Domus shall be entitled to invoice the Customer for the price of the Goods and payment becomes immediately due once Domus has notified the customer that the goods are available for collection, or at delivery, or at any time after delivery, or at the time of collection of the Goods, or on the agreed date for delivery or collection (as detailed at the time of the Order). Domus shall be entitled to invoice the Customer for the price of the Goods once full payment has been received and the goods are available for collection or delivery.

6.2 A 50% deposit is required to convert all quotations to Orders, process and deliver from the factory and warehouse the Goods. The balancing payment becomes immediately due once Domus has notified the customer that the goods are available for collection or delivery. Payment made by cheque may take up to 10 days to clear. Payment can be made by MasterCard, Visa, Maestro, Visa Debit, Solo, cash, bank transfer or cheque.

6.3 Where it is agreed in Writing between Domus and Customer that credit facilities will be made available to the Customer, the Customer shall pay the price of the Goods within 30 days of the date of the invoice. The Customer is obliged to make payment notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be the essence of the Contract.

6.4 Even if credit facilities are available, a deposit may be required for special order items or high value goods.

6.5 If the Customer fails to make payment on the due date then without prejudice to any other right or remedy available to Domus shall be entitled to:

6.5.1 cancel the Contract or suspend any further deliveries to the Customer.

6.5.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and Domus may think fit); and

6.5.3 charge the Customer interest on the amount unpaid at the rate of 2% per calendar month or part calendar month until payment in full is made.

7. **DELIVERY**

7.1 Delivery of the Goods shall be made by the Customer collecting the Goods at Domus' Premises at any time after Domus has notified the Customer that the Goods are ready for collection.

7.2 Any dates quoted for delivery of the Goods are approximate only and Domus shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Domus in Writing. Domus shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Domus with other instructions that are relevant to the supply of Goods.

7.3 At the Customer's request Domus may in Writing agree to deliver the Goods to some address other than Domus' Premises in which case Domus shall arrange for transportation for the Goods from Domus' Premises to such other address as agreed between the Customer and Domus. Unless otherwise agreed in writing Domus shall charge the Customer for each delivery in accordance with Condition 5.7. Domus uses third party transportation for this purpose and accepts no liability whatsoever for any damage caused by third party failures.

7.4 All deliveries are chargeable, based on the total weight of the Goods being delivered. All specific delivery requirements must be agreed at the time of order and may be subject to additional charges.

7.5 Orders will be delivered in a single consignment. Any dates quoted for delivery of the Goods are approximate only. Please note that multiple and failed deliveries will incur an additional charge.

7.6 Where transportation is required to an address other than Domus' Premises, delivery of the Goods

will be considered as having been effected when placed upon the delivery vehicle at Domus' Premises. In respect of these deliveries:

7.6.1 For commercial and residential orders, Domus offers kerbside delivery only. Where it is possible to wheel the Goods closer to the delivery address specified by the Customer at the time of Order, Domus will endeavour to do so;

7.6.2 please note that Domus is not insured to carry Goods inside any properties. Customers should arrange for suitable help on the day; and

7.6.3 Customers must inform Domus of any delivery restrictions. Where Domus is unable to deliver due to situations on site, delivery shall be rearranged and an additional delivery charge may be applied in accordance with Condition 7.4.

7.7 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract which shall be invoiced and paid for separately. Failure by Domus to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

7.8 If Domus fails to deliver the Goods for any reason other than any cause beyond Domus' reasonable control or the Customer's fault and Domus is accordingly liable to the Customer, Domus' liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

7.9 If the Customer fails to take delivery of the Goods or fails to give Domus adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Domus' fault) then, without prejudice to any other right or remedy available to Domus, Domus may, on the earlier of either: 30 days from the date Domus notified the Customer that the Goods were ready for collection from Domus' Premises; or 90 days from the date the Order was placed; or the date on which Domus tendered delivery at an address other than Domus' Premises:

7.9.1 invoice the Customer for the price of the Goods (if not already invoiced);

7.9.2 charge a warehousing charge of £1 per square metre of Goods per day until the Goods are removed from Domus' Premises; or

7.9.3 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the Goods shall pass to the Customer:

8.1.1 in case of Goods to be delivered at Domus' Premises at the time when the Goods are available for collection at Domus' Premises; or

8.1.2 in the case of Goods to be delivered otherwise than at Domus' Premises, at the time the Goods have been placed up on the delivery vehicle at Domus' Premises or if the Customer fails to take delivery of the Goods the time when delivery is deemed to have taken place in accordance with Condition 7.4

8.2 Notwithstanding delivery and the passing of risk in the Goods or any provision of these Conditions the property in the Goods shall not pass to the Customer until Domus 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 Domus to the Customer for which payment is then due.

8.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Domus' fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties; and properly stored, protected, insured and identified as Domus' property. Until that time Domus shall be entitled to use the Goods in the ordinary course of its business but shall account for the proceeds of sale or otherwise of the Goods and shall keep such proceeds separate from any moneys or property of the Customer.

8.4 Until such time as the property in the Goods passes to the Customer, Domus shall be entitled at any time to require the Customer to deliver up the Goods to Domus and if the Customer fails to do so forthwith to enter upon any Premises of the Customer or any third party where the Goods are stored and repossess the Goods.

8.5 The Customer 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 Domus but if the Customer does so all moneys owing by the Customer to Domus shall (without prejudice to any other right or remedy of Domus) forthwith become due and payable.

8.6 The Customer must ensure that the delivery location is ready to receive the Goods and this must include ensuring that the location environment is appropriate to hold the Goods. For Goods such as wood and stone, water; humidity; and construction debris can negatively affect the product. Furthermore wood products must have sufficient time to acclimatise fully to the conditions of the room that it is being installed into. Guidance on the right conditions should be sought from the contractor fixing the Goods or from Domus specifications. Domus shall not be liable for any defect to the Goods arising from the incorrect storage following the collection of Goods or delivery.

9. WARRANTIES AND LIABILITY

9.1 Except as expressly stated in these Conditions all warranties and conditions whether express or implied by statute, trade usage custom or otherwise relating to the quality or fitness for any particular purpose are expressly excluded to the fullest extent permitted by law.

9.2 Subject to the terms set out in Condition 9, Domus warrants that it has title to the Goods and that the Goods Comply with expected levels of tolerance within the industry as set out in the relevant European & British standards and no warranty is given in respect of any greater level of tolerance.

9.3 Domus will not be liable for any calculations or estimates made by Domus from plans or measurements prepared by Domus or provided by the Customer. It is the Customer's responsibility to determine the precise quantity of Goods required.

9.4 It is the Customer's responsibility to select the Goods to Order. The Goods are made and designed to be used on floors or, in many instances on walls. When existing regulations or legislation require that a risk assessment is carried out for an installation, it is the Customer's responsibility to complete this or ensure that the person who selected the Goods (such as the architect or designer) has completed the risk assessment taking into account all factors affecting the use of the Goods in a specific environment. Domus is not responsible for the risk assessment or the selection of Goods, nor is it liable for any losses which may arise as a consequence.

9.5 Where slip ratings are given, these are in line with UK Slip Resistance Group Guidelines and are in respect of out-of-the-box values and not tested in situ. Domus give no guarantee or warranty in respect of slip ratings post installation.

9.6 Domus shall not be liable in respect of any defect arising from fair wear and tear, wilful damage, negligence (other than by reason of Domus' fault), or failure to treat or fix any Goods in accordance with Domus' installation instructions or where the Goods have been used in areas or circumstances for which they are not recommended by Domus or for which they are unsuitable.

9.7 Domus are a supplier of the Goods only and accepts no responsibility for the installation of the Goods. Notwithstanding Condition 9.12 Domus shall have no liability for any damage to the Goods or any other property, person or otherwise caused during or in connection with the installation of the Goods. Any guidelines or instructions that Domus provides in relation to installation are to act as a

manufacturers guide only are not installation, location or Goods specific. The proper installation of the Goods should be carried out by an appropriately skilled professional in accordance with applicable laws and regulations.

9.8 Due to the inherent characteristics of the Goods caused by their production processes, the normally expected tolerances within the industry as detailed in the relevant European and British standards have to be accepted. All sizes quoted verbally or in writing are therefore approximate. Where different batches of the same Goods are used, the shade and size cannot be guaranteed. Furthermore, Domus shall not be liable in respect of variations of colour, shade, finish, tendency to staining (permanent or otherwise) veining or other naturally occurring imperfections in Goods which comprise wood, marble, slate, stone or granite.

9.9 All Goods must be examined by the Customer or the installer upon delivery and prior to fixing. Domus is unable to accept any claims once Goods have been fixed. Domus must be notified in writing of any defect or cause for rejection of the Goods prior to installation or within 48 hours of delivery if the installation is later. If the Customer does not notify Domus accordingly the Customer shall not be entitled to reject the Goods and Domus shall have no liability for such defect or failure and the Customer shall be bound to pay the price if the Goods had been delivered in accordance with the Contract.

9.10 Domus offers no guarantee as to the quality or workmanship of any person or company whose name has been passed to the Customer and is not liable for any loss howsoever caused as a result of the behaviour or workmanship of any such person or company.

9.11 The Customer is responsible for ensuring that the Goods are fully and properly maintained, including but not limited to:

9.11.1 by the development and implementation of a proper maintenance schedule in accordance with Domus instructions or relevant European and British standards;

9.11.2 by ensuring that wood products are maintained at the appropriate humidity levels;

9.11.3 by ensuring that the Goods are adequately protected against damage (including but not limited to scratches, dents and scuff marks)

Incorrect maintenance of the Goods will impair the product, cause deterioration of the product performance, and/or create a finished surface that is not in line with the original design criteria. Domus accept no liability for deterioration where the correct maintenance procedures have not been adhered to.

9.12 Where any valid claim in respect of any of the Goods is accepted by Domus in accordance with these Conditions, Domus shall be entitled to resupply the Goods (or part in question) free of charge or at Domus' sole discretion refund to the Customer a proportionate part of the price but Domus shall have no further liability to the Customer.

9.13 Except in respect of death or personal injury caused by Domus' negligence Domus shall not be liable to the Customer 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 consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of Domus its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use by the Customer except as expressly provided in these Conditions.

9.14 Domus' total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50% of the price of the Goods.

9.15 Domus shall be under no liability under any warranty guarantee or condition if the total price for the Goods has not been paid by the due date of payment.

9.16 Neither party shall be liable for failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

10. **INSOLVENCY OF CUSTOMER**

10.1 This Condition applies if:

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

10.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or

10.1.3 the Customer ceases or threatens to cease to carry on business or

10.1.4 Domus reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10.2 If this Condition applies then without prejudice to any other right or remedy available to Domus, Domus shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer 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.

10.3 If, before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Condition 10.1, then without limiting any other right or remedy Domus may have, the Customer's right to resell the Goods or use them ceases immediately.

11. **GENERAL**

11.1 Domus may, at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Domus.

11.3 No waiver by Domus of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 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.

11.5 Domus can offer no refund in respect of surplus Goods.

11.6 All disputes arising out of this Contract (whether of a contractual or tortious nature or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

11.7 The Contract shall be governed by the laws of England.