

TERMS AND CONDITIONS

1. Definitions

1.1 "Buyer" and "Buyer" means the person, firm or company or corporate entity to whom the Seller supplies Products or any quotation;

1.2 "Products" means the goods and/or services supplied by Spaziocasa to the Buyer; and "Seller" and "SC" means Spaziocasa.

2. Contract

2.1 Receipt of an order, (written or verbal) from the Buyer of these terms notwithstanding anything that may be stated to the contrary in the Buyer's enquiries or the Buyer's purchase order.

2.2 By entering into this contract the Buyer acknowledges that: (a) the terms express the entire understanding and agreement between SC and the Buyer except as otherwise agreed in writing; and (b) there have been no representations made by SC except as are expressly set out

2.3 Any quotation of SC may be withdrawn at any time by SC. If a period of acceptance of a quotation is not specified in the quotation itself (but without derogating from SC's right to withdraw a quotation at any time) a quotation remains open for acceptance for a maximum period of 30 days from the date of quotation and subsequently shall be deemed to be withdrawn. A contract for sale and purchase of Products shall in the case of a quotation arise upon acceptance by the Buyer of the quotation. These terms shall constitute the terms of the contract

3. Price

3.1 SC may in its discretion vary any price quoted for the supply of Products on account of any variation in exchange rates, costs of labour, transport, freight, insurance, duty, imports, sales tax, materials and all other expenses incurred or arising due to circumstances beyond the control of SC between the date of the quotation or the order (as the case may be) and the date of delivery, unless by agreement otherwise and confirmed in writing.

3.2 Unless expressly included in any quotation Goods & Services Tax relating to the supply of Products to the Buyer are not included in the price and shall be payable in addition to the price.

4. Deposit

4.1 SC may require a deposit to be paid immediately upon receipt of the order.

5. Payment

5.1 Unless SC agrees in writing to the contrary, payment of the Products supplied shall be effected by the Buyer in advance and before delivery

5.2 The price shall be tendered by the Buyer without deduction of any kind.

5.3 Should the Buyer fail to tender due and punctual payment of the price, SC may in addition to and without prejudice to any other rights and remedies it may have:

(a) charge the Buyer interest on any sums overdue for payment at a rate equivalent to SC's ruling bank overdraft rate plus a margin of 5% per annum (calculated on a daily basis); or

(b) Cancel all or any deliveries under that or any contract; and in such event the Buyer is not so released of its obligations to SC under that or any such contract;

(c) Terminate all or any contracts with the Buyer, with immediate effect and to claim damages from the Buyer for breach.

6. Delivery

6.1 Unless otherwise agreed by SC in writing, the Products shall be at the Buyer's risk upon delivery to the Buyer, its carrier or agent. SC delivery terms are ex warehouse.

7. Terms of Delivery

7.1 Within one week of the product arriving at our Warehouse, the Buyer should inspect the goods and the balance of the contract price be paid.

7.2 Goods sold by SC are ex- our warehouse. Pickup and delivery is to be arranged by the Buyer at their own cost. Should SC organize this delivery on behalf of the Buyer, this shall be to the account of the Buyer. All insurance of goods to be arranged by the Buyer.

7.3 If the Buyer requires their tiles, bathroom vanities, or other goods to be delivered by Air Freight, these expenses will be the total responsibility of the Buyer.

8. Risk and Title

8.1 Unless otherwise agreed by SC in writing, risk (but not title) in the product will pass to the Buyer upon delivery from the time they leave the warehouse.

8.2 Ownership and title of the products shall not pass to the Buyer and is expressly retained by SC until such time as the Buyer has discharged all outstanding indebtedness whatsoever to SC.

8.3 Notwithstanding title to the goods remaining with SC and irrespective of any period of credit granted by SC to the Buyer, the Buyer may sell such goods in which case the following provisions shall apply to each such sale:

(a) As between the Buyer and SC, the Buyer is SC's agent or bailee.

(b) As between the Buyer and the Buyer of the goods, the Buyer sells as principal not as agent of SC.

(c) The proceeds of sale of the goods must be held by the Buyer in trust for SC to the extent of all moneys owing by the Buyer to

SC. The Buyer is under a fiduciary duty to account to SC for such proceeds. This provision applies to the Buyer and its agents and assigns whether or not the Buyer is in bankruptcy, liquidation, statutory management, receivership or has entered into a compromise with

(d) its creditors, is insolvent, or is in any adverse financial status or management similar to the above.

(e) The Buyer must immediately account to SC for all proceeds of sale upon the sale of the goods irrespective of any terms of credit between the Buyer and SC.

(f) The Buyer now assigns to SC all the Buyer's rights to:

(i) Recover goods or any unpaid purchase money from the Buyer of such goods from the Buyer.

(ii) Act in its place in making or pursuing any claim under any insurance policy where any such goods have been lost, damaged or destroyed in circumstances which entitle the Buyer to claim reimbursement.

8.4 Until the goods are sold the Buyer will clearly designate the goods as the property of SC and store the goods in such a ways that they are clearly identified as the property of SC and this reservation of title and ownership is effective whether or not the goods have been altered from their supplied form, or mixed with other goods.

8.5 The Buyer agrees to pay on demand all SC's costs of any removal of the goods (including all legal costs) and such costs are recoverable by SC from the Buyer as a debt owed by the Buyer and compensate for any damage to the product.

10. Warranties

10.1 If on arrival of the Buyer's goods, there appears to be a production or manufacturing fault, these goods will be replaced from the factory of origin at no cost to the Buyer. If for some reason the Buyer is unable to wait this extra time, or for such reason the Buyer wishes to cancel the order, a Credit Note will be issued for the amount of the goods, no cash refund will be made.

10.2 The Buyer acknowledges that a natural stone will not always be as per samples, and is subject to variation in colour, veining and grain structure, which the Buyer must accept. Any natural stone, due to its porosity, is subject to stains and discoloration. The supplier will not take responsibility for the abovementioned. We suggest to avoid any direct contact to marble or granite of any foodstuff or any

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other liquid material, in particular: oil – liquid – juice –tomato sauces – cola drink or any other soft drinks, due to their chemical contents, staining may occur.

10.3 Please note that there could be a slight colour variation in the different batches of tiles and marble and it is beyond our control.

11. Warranty Limitations

11.1 All warranties, descriptions, representations, and conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether of alike nature or not and whether express or implied by law, trade, custom or otherwise are, to the extent permitted bylaw, expressly excluded.

11.2 No agent or representative of SC is authorised to make any representation, statement, warranties, conditions or agreements not expressly set out in these terms. SC is not in any way bound by any such unauthorised statements or can any such statement be taken to form a contract or part of a contract with SC collateral to this main contract.

12. Liability

12.1 The liability of SC whether in contract tort or other wise for any loss damage or injury arising directly from any defect in or non-compliance of the Products or any other breach of SC's obligations shall not in any event exceed an amount equivalent to the replacement value of the Products agreed by SC to be defective and within the contract price.

12.2 Where the Buyer is purchasing the Products for business purposes, the Buyer agrees that the provisions of the Consumer Guarantees Act 1992 do not apply to these Terms and Conditions of Trade. The Buyer has read these terms and conditions and agrees to be bound by them.

13. Delay

13.1 SC, without prejudice to any other rights and remedies which it may have, may charge storage and transportation expenses if the Buyer fails to accept or permit delivery at the time or times that SC requires.

13.2 SC shall not be liable for delay caused by or in any way incidental to an act of God, war, fires, breakages of machinery or strikes or arising out of any other unexpected or exceptional cause, or any other cause beyond SC's reasonable control.

14. General Conditions

14.1 When measurement is required, we will endeavour to make the most accurate measurements possible, however SC advise you to check the quantity with your tiler or

architect as SC will not be held responsible for any inaccurate quantities.

14.2 Any site adjustments or remedial work required due to incorrect information or measurements supplied by or on behalf of the Buyer are to the account of the Buyer, and are in addition to the order placed.

14.3 No cancellation will be accepted more than 3 days after signing this contract, and no refund of the deposit will be given.

14.4 SC will endeavour to acquire the most accurate arrival date for the tiles and other goods, but will not be held responsible for any delays in manufacturing or shipping, which are beyond our control.

14.5 There is no guarantee that the tiles ordered will be exactly consistent in size or calibre with one another. Some tiles are left in their natural size as they leave the kiln due to the look, surface finish or ingredients used. Other tiles are calibrated to be a more consistent size. +/-0.5% size difference is expected. 5-6mm grout is recommended for all tiling.

14.6 There is no guarantee that the tile that you have chosen, is still going to be in production in the future .If there is the possibility of wanting to match them it is advised the correct quantity for the entire job is ordered as one order.

14.7 Any surplus tiles will not be refundable.

14.8 The tiles, bathroom vanities and other goods will remain the property of SC until final payment has been made.

14.9 All bathroom concepts, designs and drawings are given as a guide for the architect, builder and tiler. No responsibility will be accepted for work done directly off these concept drawings. It is the Buyers responsibility to obtain architectural elevations and scale drawings which should be checked against site measurements.

14.10 Any SC product designs are very detailed and require accuracy. The architect, builder and tiler should meet to discuss how each pillar, step, and tiled vanity be built and tiled. Tile sizes and samples will be provided at the request of the Buyer so these details can be worked out onsite.

14.11 SC is a supplier only and is not responsible for architectural, building and installation work. Site visits will be to the Buyer's account. SC will not take responsibility for incorrect installation of tiles and other items.

14.12 It is the Buyer's responsibility to ensure the installer/plumber/tiler/builder understands how to install the product before beginning the installation and that the quantity is correct and all parts are on hand to complete the installation. Shortages or missing parts must be identified prior to installation so that no delay is caused and if necessary an alternative product can be selected if none of the same is available.

14.13 It is the Buyer's responsibility to find a tiler/tradesperson and organize the installation work. Where SC suggests or recommends a tiler company or other trades person, if the Buyer chooses to employ (hire) this latter, the Buyer shall deal directly with the person or the tiler company, not SC. It is the Buyer's responsibility to determine for themselves that this person is right for the job. SC can not take responsibility for the actions of any tradesperson

14.14 As an importing company, anytime the buyer wishes to buy goods that are not in stock a delivery time of 12-16 Weeks has to be taken into account because of the production/shipping lead time of the goods. The buyer acknowledges that this lead time can be longer, especially if the goods are uncommon or special products.

15. Buyer Not Ready for Tiling/Installation

15.1 The goods ordered by Buyer in most cases are ready for the Buyer from our warehouse within 2 days from that arrival, unless already in stock. If the Buyer is not ready to take delivery of the goods, the full payment for the goods has to be made 1 week in advance before the ordered materials arrives at SC's warehouse. If the Buyer does not pay the full amount to SC in respect of the terms above expressed, SC will charge the Buyer a normal bank interest charge on the amount due, plus a storage charge of \$100.00per week per every \$1,000.00 of goods ordered. If the goods are not paid for in full and picked up within four weeks, SC reserves the right to sell the goods to recover its expenses, and any shortfall is payable by the Buyer.

16. Collection Expenses

16.1 The Buyer agrees to pay or reimburse SC for all reasonable costs and/or expenses incurred by SC in instructing a solicitor and/or debt collection agency to recover any amount overdue for payment.

17. Privacy Act 1993

17.1 Pursuant to the provisions of the Privacy Act 1993, the Buyer authorises any person, agency or company to provide SC with such information as SC may require at any time in response to your credit enquiries concerning any aspect of this contract and/or trading account. The Buyer authorises SC to furnish to any third party details of this application being processed by SC and/or any subsequent details concerning SC's enquiries.