# TERMS OF TRADE

The appointment of Stone Interiors Limited., a company registered in England and Wales with company registration number 04591866, having its registered address at Suite 7, Wessex House, St. Leonards Road, Bournemouth, Dorset, BH8 8QS ('**Stone Interiors**') by the Client is subject to the following terms and conditions (the '**Stone Interiors Terms of Trade**'). These terms shall operate to the exclusion of all terms advanced by the Client, which shall be of no effect.

## 1. DEFINITIONS & INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Conditions:

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| **Additional Fees** | the amount payable by the Client to Stone Interiors for the Additional Services under the Contract. |
| **Additional Services** | any services not set out in a Quotation and agreed in writing, between the Client and Stone Interiors, including where such services take place in respect of the Project but before the date of the Order, and any additional costs arising out of Stone Interiors being asked to Collaborate by the Client or any offloading periods of more than 2 hours. |
| **Approved Drawings** | Drawings approved by the Client in accordance with clause 5. |
| **Assumptions** | the assumptions set out in a Quotation. |
| **Basic Services** | the services set out in a Quotation. |
| **Brief** | the latest statement of requirements for the Project issued or approved by the Client, including any information or drawings prepared by or on Stone Interiors' behalf and approved by the Client. |
| **Budget** | the latest of (a) Stone Interiors' fair and reasonable estimate of the total cost of delivery of the Manufactured Goods, Services, Equipment ; (b) the most recent Quotation issued by Stone Interiors; and (c) the final cost of the Manufactured Goods, Services, Equipment . |
| **Business Day** | a day other than a Saturday, Sunday or public holiday in England, when the banks in London are open for business. |
| **Client** | the person or legal entity that purchases Manufactured Goods and/or Services from Stone Interiors. |
| **Collaborate** | to co-operate with and provide to, or receive from, Others information reasonably necessary, as and when reasonably requested, for performing the Services or for such Others to carry out their work or services, to consider and, when competent to do so, comment upon such information. |
| **Commencement Date** | has the meaning given in clause 2.3. |
| **Conditions** | these terms and conditions, as amended from time to time in accordance with clause 31.1. |
| **Contract** | the contract between Stone Interiors and the Client for the supply of Manufactured Goods or Services in accordance with these Conditions. |
| **Control** | has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression '**change of Control**' shall be construed accordingly. |
| **Client Materials** | any Client or Employer materials, information or Intellectual Property Rights that are shared with Stone Interiors (for the purposes of carrying out Services or otherwise) in order for Stone Interiors to carry out its obligations under these Conditions. |
| **Deliverables** | deliverables set out in the Order, produced by or on behalf of Stone Interiors for the Client. |
| **Delivery Location** | has the meaning given in clause 8.2. |
| **Deposit** | The non-refundable payment to be made by the Client to secure the performance of the Contract. |
| **Drawings** | means drawings, sketches, computer-generated imagery, models, 3D mock-ups (real or virtual), plans, sections, elevations, materials, samples, bills of quantities, schedules and/or specifications for the Project. |
| **Employer** | means the person or legal entity that instructs or contracts with the Client to engage with Stone Interiors under the Contract. |
| **Equipment** | items of fixtures, fittings, equipment, furniture, accessories and other items to dress the Project. |
| **Fees** | the Quotation Fee and any Additional Fee. |
| **Force Majeure Event** | has the meaning given to it in clause 23. |
| **Funder** | a person or firm providing finance in connection with the Project or the Property. |
| **Manufactured Goods** | the goods (or any part of them, including any parts, components and materials) set out in the Order, but excluding any Equipment. |
| **Improvement** | any improvement, development, enhancement, modification or derivative of any Client Materials carried out by Stone Interiors that would make the Client Materials more effective, more useful or more valuable, or would in any other way render a Client Materials more suitable for incorporation into the Manufactured Goods and/or Services. |
| **Installation** | means installation and, where applicable, finishing and commissioning of Manufactured Goods and/or Equipment by Stone Interiors or on its behalf. |
| **Intellectual Property Rights** | means all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, uniform and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and/or protect the confidentiality of confidential information (including know-how and |

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| | trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world. |
| **Stone Interiors Brand Assets** | the word "Stone Interiors" and any trademarks, logos, trade dress, social media handles and/or hashtags from time to time in the control or substantial control of a Stone Interiors Group Company. |
| **Stone Interiors Group Company** | means any company that is a holding company, subsidiary, or a subsidiary of any holding company of Stone Interiors. |
| **LCAM** | the London Chamber of Arbitration and Mediation, a company registered in England and Wales with company registration number 10580081. |
| **Order** | the Client's order for the supply of Manufactured Goods and/or Services, as set out in the Client's written acceptance of Stone Interiors' Quotation (including but not limited to the issue of a sub-contract under a construction contract between the Client and an Employer, such issue constituting an Order under the Conditions and indicating only the Client's acceptance of the Conditions by virtue of acceptance of Stone Interiors' Quotation). |
| **Others** | any person, company or firm other than Stone Interiors and its Group companies, including but not limited to consultants, contractors, sub-contractors and specialists who have performed, or will perform, work in connection with the Project. |
| **Programme** | means, subject to clause 12, the programme for the performance of the Services as set out in the Quotation or, subsequently, the latest programme approved by the Client. |
| **Project** | means the project as set out in a Quotation. |
| **Property** | means the property as set out in a Quotation. |
| **Quotation** | means a fee proposal, quotation or estimate issued by Stone Interiors to the Client. |
| **Quotation Fees** | the fees as set out in a Quotation. |
| **Services** | the Basic Services and the Additional Services, if any. |
| **Specifications** | the specifications for the Manufactured Goods and/or Equipment as set out in the Approved Drawings and the specifications for the Services set out in the Quotation, including but not limited to any materials, details and/or finishes. |
| **Works** | has the meaning given in clause 9.1. |

1.2. In these Conditions:

a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

b) a reference to a party includes its successors and permitted assigns;

c) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision;

d) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

e) the headings are inserted for convenience only and shall not affect their construction; and

f) references to written or in writing shall include email.

## 2. BASIS OF CONTRACT

2.1. Any Quotation constitutes an invitation to treat, and is not an offer.

2.2. The Order constitutes an offer by the Client to purchase Manufactured Goods, Services and/or Equipment, on a non-exclusive basis, in accordance with these Conditions.

2.3. The Order shall only be deemed to be accepted on the sooner of:

a) Stone Interiors issuing written acceptance of the Order; and

b) the Client paying the Deposit;

at which point and on which date the Contract shall come into existence (the '**Commencement Date**').

2.4. Stone Interiors shall endeavour to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the supply of any services, delivery of any Manufactured Goods and/or Equipment, or the carrying-out of the Works. Any quoted lead time shall commence on the later of the Order and the payment by the Client of any Deposit invoice.

2.5. Any samples, descriptive matter or advertising issued by Stone Interiors and any descriptions of the Manufactured Goods, Services and/or Equipment contained in Stone Interiors' catalogues, brochures, websites or other marketing or promotional material are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them. They shall not form part of the Contract or have any contractual force.

2.6. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate (including but not limited to any terms contained in the Client's Order), or which are implied by law, trade custom, practice or course of dealing.

2.7. Unless otherwise set out therein, any Quotation given by Stone Interiors shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue, after which time Stone Interiors reserves the right to modify or withdraw it without penalty.

2.8. All of these Conditions shall apply to the supply of both goods and services, excepted where application to one or the other alone is specified.

2.9. The Client irrevocably waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained within any of the Client's documents that is inconsistent with these Conditions. In particular, no JCT or similar sub-contract provisions shall apply to the Contract.

## 3. STONE INTERIORS' OBLIGATIONS

3.1. Unless otherwise specifically detailed in the Quotation, no Drawings or design work have been prepared or undertaken by Stone Interiors and Stone Interiors accepts no design liability under the Contract. In particular, unless otherwise clearly set out in a Quotation, Stone Interiors shall have no responsibility for the suitability or fitness for purpose of any Manufactured Goods supplied.

3.2. Stone Interiors warrants and undertakes that it shall use all the reasonable skill, care and diligence to be expected of an experienced member of its profession undertaking the Services on works similar in scope and character to the Project.

3.3. Stone Interiors provides the Manufactured Goods and/or Equipment for private and domestic use only (and no commercial or business use) and shall carry out the Services on this basis.

3.4. Stone Interiors shall keep the Client reasonably informed of:

a) progress in the performance of the Services and of any issue that may materially affect the Brief, the Budget, the Programme, or the quality of the Project;

b) the need to appoint Others to perform work or services in relation to the Project; and/or

c) any information, decision or action required from the Client or Others in connection with the performance of the Services.

3.5. Stone Interiors shall Collaborate with all Others who are working on the Project, or whose appointment is reasonably foreseeable, and, as applicable, shall co-ordinate and integrate the information so received into its work.

**4. THE CLIENT'S OBLIGATIONS**

4.1. The Client shall provide, free of charge, all the information in its possession, or readily obtainable, which is necessary for the proper and timely performance of the Services, and Stone Interiors shall be entitled to rely on such information and shall not be responsible for any flaws, defects, inconsistencies or inaccuracies contained therein.

4.2. The Client shall take decisions, give approvals and take all such other actions necessary for the proper and timely performance of the Services. Where the Client is requested by Stone Interiors to provide information about, confirmation of, approval of, or consent to any matter, the Client shall do so reasonably promptly and, in any event, within 5 Business Days.

4.3. The Client shall supply the Brief, assist with its development and advise Stone Interiors on the relative priorities of the Brief, the Budget and the Programme.

4.4. If the Client, the Employer, or anyone acting on either's behalf issues instructions to Others, Stone Interiors shall not be responsible or liable for the consequences of such instructions.

4.5. The Client shall be responsible for the obtaining of all necessary licences, permits, permissions, approvals and consents required for the carrying out of the Services, including but not limited to any licences to alter required under the provisions of any title to the Property, any listed building or conservation area consent, and/or any building control or analogous approvals following completion of the Services.

4.6. If the Client or anyone acting on its behalf issues instructions that mean that the Services will be delivered in such a way as to contravene any permissions, consents, licences, regulations or other mandatory provisions, Stone Interiors shall not be responsible for the consequences of such instructions.

4.7. Where work or services, other than the Services, are required, the Client shall appoint and pay Others under separate agreements to perform such work or services, shall hold such Others responsible for the competence and performance of their work or services, and shall require them to Collaborate with Stone Interiors. The Client shall confirm to Stone Interiors the appointment of such Others, their disciplines and the expected duration of their employment.

4.8. If during performance of the Services it is Stone Interiors' opinion that it would benefit the Client or the Employer, Stone Interiors may recommend that the Client appoints Others with appropriate knowledge and experience to perform part of the Services. If the Client agrees to such appointment, it shall be made without undue delay. On such appointment, the Client shall give Stone Interiors written confirmation, whereupon Stone Interiors will cease to be responsible or liable for that element of the Services. Stone Interiors shall Collaborate with such Others.

**5. APPROVAL OF DRAWINGS**

5.1. Stone Interiors may, from time to time request that the Client approves one or more Drawings.

5.2. The Client shall communicate its approval of the Drawings to Stone Interiors in writing (such approval not unreasonably to be withheld or delayed and to be delivered in any event within 5 Business Days) and, subject to clause 5.3, the Client's approval of the Drawings constitutes irrevocable confirmation that:

a) Manufactured Goods manufactured in conformity with the Drawings will comply with the Brief;

b) Equipment supplied in conformity with the Drawings will comply with the Brief; and

c) Stone Interiors may commence manufacture of the relevant Manufactured Goods, and order any Equipment, in line with the approved Drawings.

5.3. Where the Client's approval is given subject to comments of a minor nature, the Drawings shall be deemed, for the purposes of clause 5.2, to have been modified in line with those comments.

5.4. Where the Client does not approve Drawings, or such approval is delayed beyond 5 Business Days:

a) on the Client's request, Stone Interiors will re-issue the Drawings incorporating the Client's feedback; and

b) Stone Interiors shall not be required commence manufacture of any Manufactured Goods, or order any Equipment, under the Contract until all Drawings have been approved by the Client.

**6. MANUFACTURED GOODS**

6.1. Stone Interiors reserves the right to amend the Manufactured Goods Specification if required by any applicable statutory or regulatory requirement, or where a previously-approved material is no longer available.

6.2. Subject to clause 6.3, provided always that:

a) the Client gives notice in writing to Stone Interiors within 3 Business Days of delivery (or, if not reasonably apparent upon inspection, within 3 Business Days of discovery) that some or all of the Manufactured Goods do not comply with the Specification;

b) Stone Interiors is given a reasonable opportunity of examining such Manufactured Goods;

c) the defect or non-compliance arises out of any design or specification provided by the Client or any installation, adjustment, alteration or other work by Others; and

d) the Client can provide documentary evidence to Stone Interiors' reasonable satisfaction of storage of the Manufactured Goods at consistent temperatures and humidity in line with Stone Interiors' recommendations from the time of delivery to the time of such inspection;

Stone Interiors shall, at its sole option, correct or replace the defective Manufactured Goods, or refund the price of such defective Manufactured Goods in full or in part, adjusting the price of such defective Manufactured Goods by a value that (in its sole opinion) reasonably and proportionately reflects any diminution in amenity arising out of such defects.

6.3. Stone Interiors shall not be liable for the Manufactured Goods' failure to comply with the Specification if:

a) the Client makes any further use of such Manufactured Goods after giving a notice in accordance with clause 6.1;

b) the defect arises because the Client failed to follow Stone Interiors' oral or written instructions as to the storage, packaging, transport, use or maintenance of the Manufactured Goods, or (absent specific instructions) generally-accepted practice regarding the same;

c) the Client alters, corrects or repairs such Manufactured Goods without the written consent of Stone Interiors;

d) the defect arises as a result of actions by Others, fair wear and tear, wilful damage, negligence, or abnormal working or storage conditions; or

e) the Manufactured Goods differ from the Manufactured Goods Specification as a result of changes reasonably made to ensure that they comply with any applicable statutory or regulatory standards.

6.4. These Conditions shall apply to any corrected or replacement Manufactured Goods supplied by Stone Interiors.

**7. APPROVAL OF SAMPLES**

7.1. Stone Interiors may, from time to time in respect of a Manufactured Goods Specification, request that the Client approves one or more samples of Manufactured Goods to be provided under the Contract.

7.2. The Client acknowledges that any sample supplied is indicative only of the type of material to be provided and will not necessarily show any variation in colour, texture, veining, finish or grain that may be apparent over a larger surface area.

7.3. The Client shall communicate its approval of the samples to Stone Interiors in writing (such approval not unreasonably to be withheld or delayed) and the Client's approval of the samples constitutes irrevocable confirmation that:

a) Manufactured Goods manufactured, supplied, in conformity with the samples (or differing only within normal industrial limits) will comply with the relevant Specification;

b) Stone Interiors may proceed to select natural goods and/or materials that conform materially with the samples, exercising reasonable skill and care, but without any liability for any variations in colour, grain or finish of any natural materials; and

c) Materials supplied that conform with any approved sample shall be deemed of satisfactory quality and fit for the purpose for which the Client requires them, in the environment in which they are to be used.

**8. DELIVERY OF MANUFACTURED GOODS**

8.1. Stone Interiors shall ensure that each delivery of the Manufactured Goods:

a) is accompanied by a delivery note which shows the date of the Order, all relevant Client and Stone Interiors reference numbers, the type and quantity of the Manufactured Goods (including the code numbers of the Manufactured Goods, where applicable), special storage instructions (if any); and

b) states clearly on the delivery note any requirement for the Client to return any packaging material to Stone Interiors.

The Client shall make any such packaging materials available for collection at such times as Stone Interiors shall reasonably request. Returns of packaging materials shall be at Stone Interiors' expense.

8.2. Stone Interiors shall deliver the Manufactured Goods at any time after it notifies the Client that the Manufactured Goods are ready. Unless otherwise agreed in writing, such delivery shall take place at the side of the road adjacent to the Property.

8.3. Any dates quoted for the delivery of the Manufactured Goods are approximate only, and the time of delivery is not of the essence.

8.4. If Stone Interiors fails to deliver the Manufactured Goods at all, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and equivalent quality in the cheapest market available, less the price of the Manufactured Goods.

8.5. Stone Interiors shall not be liable for any delay in delivery of, or failure to deliver, the Manufactured Goods or any of them, including but not limited to any delays or failures that are caused by the Client's failure to provide Stone Interiors with adequate delivery instructions, adequate notice, attendances as previously agreed between Stone Interiors and the Client, or any other instructions that are relevant to the supply of the Manufactured Goods.

8.6. If the Client fails to accept delivery of the Manufactured Goods within 3 Business Days of Stone Interiors notifying the Client that the Manufactured Goods are ready, then except where such failure or delay is caused by Stone Interiors' failure to comply with its own obligations under the Contract in respect of the Manufactured Goods:

a) delivery of the Manufactured Goods shall be deemed of have been completed at 09:00am on the third Business Day following the day on which Stone Interiors notified the Client that the Manufactured Goods were ready;

b) Stone Interiors shall store the goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance) at a rate of not less than £100 per $m^2$ per month plus VAT; and

c) Stone Interiors may, having given reasonable notice to the Client, sell the Manufactured Goods at the best price readily obtainable and (after deducting all accrued storage costs and the reasonable costs of sale), account to the Client for the excess over the price under the Contract or charge the Client for any shortfall below the price under the Contract.

**9. INSTALLATION OF MANUFACTURED GOODS**

9.1. Where the Client instructs Stone Interiors to install, site and/or style Manufactured Goods and/or Equipment ('**Works**'), the Client shall allow it and any of its suppliers and/or sub-contractors to take possession of those parts of the Property where Works are to be carried out, affording Stone Interiors reasonable secure space to store materials and tools as necessary, providing Stone Interiors with access to toilet and washing facilities, heating, water and electricity, and permitting Stone Interiors to carry out Works on Business Days, between 08:00 – 18:00.

9.2. Stone Interiors shall ensure that any Works are executed using skilled tradespeople appropriate to each task. Where the Client is in occupation of the Property, Stone Interiors shall ensure that the Property is left in a reasonably clean and tidy condition each day, clearing away all rubbish arising, and Stone Interiors shall warn the Client of any dangers arising from the Works.

**10. PROCUREMENT OF EQUIPMENT**

10.1. Where Stone Interiors is appointed to procure Equipment, it is appointed as the Client's agent to do so (and not as Principal). In procuring the supply, delivery and/or installation of Equipment from others, Stone Interiors shall take commercially reasonable steps to ensure that such Equipment is:

a) obtained from manufacturers or other suppliers under conditions of sale which contain no unreasonable exclusions or limitations of liability;

b) of reasonable quality and fit for its purpose and delivered to the Property in good order by an agreed delivery date;

c) procured in accordance with this clause 10; and

d) if faulty, remedied or, if necessary, replaced in accordance with the supplier's conditions of sale, provided that the Client notifies Stone Interiors within a reasonable period depending on the durability of the product.

10.2. Stone Interiors accepts no liability for the late delivery of any Equipment, provided that Stone Interiors is not the primary cause of such delay.

10.3. Where the Client is responsible for receiving Equipment, it shall give Stone Interiors notice within 5 Business Days of delivery of any apparent defects in any item.

**11. CANCELLATION**

11.1. In the event that the Client instructs cancellation of any Manufactured Goods or Equipment before they are delivered, the Client will reimburse Stone Interiors for all costs arising out of or in connection with the

cancellation and the Client acknowledges that it may not be possible to cancel orders with Stone Interiors' suppliers.

11.2. Subject to clause 14.8, Stone Interiors agrees to undertake commercially reasonable efforts to secure cancellation of its upstream orders and, subject to any costs, expenses and cancellation charges, to reimburse the Client within a reasonable period for any refunds it receives from its suppliers, less a 20% administration fee.

**12. CHANGE CONTROL**

12.1. If either party wishes to make a change to the scope of the Services, the Contract or any Specifications, Stone Interiors shall provide a written estimate to the Client of:

a) the likely impact upon the Programme;

b) the likely impact upon the Budget;

c) any variations to the Quotation Fees; and

d) any other relevant impact that the change may cause (a '**Change Estimate**').

12.2. A Change Estimate remains open for acceptance by the Client for a period of 10 Business Days, at which time it shall expire automatically.

12.3. Should the Client wish to proceed with the change as set out in the Change Estimate before its expiry, it shall notify Stone Interiors in writing and the Contract shall be deemed amended accordingly.

**13. TITLE & RISK**

13.1. Manufactured Goods and Equipment shall remain at Stone Interiors' risk until the later of:

a) delivery (or deemed delivery) to the Client at the Property is complete (including off-loading and stacking); and

b) Installation (where applicable) is practically complete.

13.2. Title to the Manufactured Goods shall not pass to the Client until the earlier of Stone Interiors receiving payment in full (in cash or cleared funds) for all Manufactured Goods, Services and Equipment that Stone Interiors has supplied to the Client in respect of which payment has become due, in which case title shall pass at the time of payment of all such sums.

13.3. Until title to the Manufactured Goods and Equipment has passed to the Client, the Client shall:

a) ensure that they remain readily identifiable as Stone Interiors' property;

b) not remove, deface or obscure any identifying mark or packaging on or relating to the Manufactured Goods or Equipment;

c) maintain the Manufactured Goods and Equipment in satisfactory condition and keep them insured against all risks for their full price on Stone Interiors' behalf from the date of delivery;

d) notify Stone Interiors immediately if it becomes subject to any of the events listed in clause 21.2.a) to 21.2.d); and

e) give Stone Interiors such information as Stone Interiors may reasonably require from time to time relating to:

i) the Manufactured Goods;

ii) the Equipment; and

iii) the ongoing financial position of the Client.

**14. PAYMENT**

14.1. The Client shall pay Stone Interiors:

a) the Quotation Fees as full remuneration for the Manufactured Goods, Services and Equipment described therein; and

b) the Additional Fees as full remuneration for any Additional Services.

14.2. The charges for Additional Services shall be calculated on a time and materials basis:

a) the charges shall be calculated in accordance with Stone Interiors' fee and rates as set out in the Quotation (or, if not set out in the Quotation, Stone Interiors' prevailing fee rates from time to time);

b) Stone Interiors' fee and rates for each individual person are calculated on the basis of a eight-hour day, worked between 8:00 am and 5:00 pm on Business Days;

c) Stone Interiors shall be entitled to charge an overtime rate of 15% of the daily fee rate on a pro rata basis for each part day or for any time worked by individuals whom it engages on Services outside the hours referred to in clause 14.2.b); and

d) Stone Interiors shall be entitled to charge the Client for any expenses reasonably incurred by the individuals that Stone Interiors engages in connection with the Additional Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Stone Interiors for the performance of the Additional Services, and for the cost of any materials.

14.3. Save that no delay in issuing an invoice in accordance with this clause shall constitute a waiver of Stone Interiors' entitlement for remuneration contained therein, Stone Interiors shall, in respect of Additional Services, unless otherwise agreed with the Client, invoice the Client monthly in arrears.

14.4. Stone Interiors reserves the right to:

a) increase the charges for the Additional Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the mean of the three latest available monthly figures for the percentage increase in the Retail Prices Index before that anniversary; and

b) increase the price of the Manufactured Goods and/or Equipment by giving notice to the Client at any time before the later of their delivery and Installation, to reflect any increase in the cost to Stone Interiors that is due to:

i) any errors and/or omissions in a Quotation;

ii) the Client accepting some, but not all, of any Quotation;

iii) any factor beyond the control of Stone Interiors (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, manufacturing and other supply or supplier costs);

iv) any request by the Client to change the delivery date(s), quantities or types of Manufactured Goods ordered, or the relevant Specification;

v) any delay caused by instructions of the Client in respect of the Manufactured Goods or Equipment, late payment, or failure of the Client to give Stone Interiors adequate or accurate information or instructions in respect of the same.

14.5. Where a Quotation contains a specific provision for expenses (including but not limited to travelling expenses, hotel costs, subsistence and any associated expenses), the Client shall be responsible for any such expenses actually incurred in excess of the provision.

14.6. Unless otherwise set out in the Quotation, the Client shall pay each invoice submitted by Stone Interiors:

a) within seven (7) days of the date of the invoice or, if different, in accordance with any credit terms or payment milestones set out in a Quotation or invoice or notified to the Client by Stone Interiors from time to time; and

b) in full and in cleared funds to a bank account nominated in writing by Stone Interiors, and

time for payment shall be of the essence of the Contract.

14.7. A deposit of 50% of the Quotation Fees is payable upon Stone Interiors' acceptance of the Order, with the balance to be paid as set out in the Quotation. Where a lead time for delivery has been agreed, such lead time shall commence upon receipt of the deposit in full.

14.8. Without prejudice to the provisions of clause 11, in the event that the Client terminates the Contract, for whatever reason, before completion of the Works, the Contractor shall not be obliged to return any of the Deposit.

14.9. Unless specifically shown otherwise, all amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ('**VAT**'). Where any taxable supply for VAT purposes is made under the Contract by Stone Interiors to the Client, the Client shall, on receipt of a valid VAT invoice from Stone Interiors, pay to Stone Interiors such additional amounts in respect of VAT as are chargeable on the supply of the Manufactured Goods, Services and/or Equipment at the same time as payment is due for the supply of the Services or Manufactured Goods.

14.10. If the Client fails to make a payment due to Stone Interiors under the Contract by the due date, then, without limiting Stone Interiors' remedies under clause 19, the Client shall:

a) forfeit any discount on the Invoice;

b) have its credit facility cancelled, whereupon the balance of the Contract shall be payable on a cash account basis against pro-forma invoices prior to the supply of any Services and the manufacture and/or delivery of any Manufactured Goods and/or Equipment;

c) reimburse Stone Interiors for all costs and expenses (including legal expenses on the full indemnity basis) incurred in chasing and/or securing payment of any overdue amount; and

d) pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 14.10 will accrue each day at 2% per month above the Bank of England's base rate from time to time, but at 2% per month for any period when that base rate is below 0%.

14.11. All amounts due from the Client to Stone Interiors under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**15. INTELLECTUAL PROPERTY RIGHTS**

15.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client), including in any Improvements, shall be owned by Stone Interiors.

15.2. The Client grants Stone Interiors a fully paid-up, worldwide, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to Stone Interiors, including but not limited to Client Materials and/or Intellectual Property Rights, for the term of the Contract for the purpose of providing the Services to the Client.

**16. CONFIDENTIALITY**

16.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.

16.2. Each party may disclose the other party's confidential information:

a) to its employees, officers, representatives, contractors or sub-contractors or advisors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other party's confidential information comply with this clause 16; and

b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**17. PHOTOGRAPHY & PUBLICITY**

17.1. Subject to the provisions of clause 16 above (Confidentiality), Stone Interiors shall have the right, unless otherwise set out within the Order, to take and publish photographs of the Project, and the Client shall give (and shall procure that the Employer shall permit) Stone Interiors reasonable access to the Project for this purpose for up to 2 months after practical completion of the Project.

17.2. Subject also to the provisions of clause 16 above (Confidentiality), Stone Interiors shall have the right (and the Client shall procure that the Employer shall allow it), unless otherwise set out within the Order, to discuss and promote the design philosophy, provide a generic outline of the challenges and opportunities contained within the Project (as relating to the Services), and explain and showcase specific details of the Services.

17.3. Stone Interiors shall obtain the Client's consent, which consent shall not unreasonably be withheld, before publication of any other information about the Project, unless reasonably necessary for the performance of the Services.

**18. LIMITATION OF LIABILITY**

**THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

18.1. Stone Interiors has obtained professional indemnity insurance cover in respect of its own legal liability not exceeding £1 million in the aggregate during any year. The limits and exclusions in this clause reflect the insurance cover that Stone Interiors has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

18.2. Stone Interiors does not warrant:

a) that planning permission or other approvals from third parties will be granted at all or, if granted, will be granted in accordance with any anticipated timescale;

b) compliance with the Budget or the Programme, which may need to be reviewed, without limitation, for:

i) approved variations arising from design development or requested by the Client;

ii) delays caused by Others; and/or

iii) any other factors beyond Stone Interiors' control, and/or

c) the competence, performance, work, services, products or solvency of any Others.

18.3. The Client acknowledges (and shall procure that the Employer, in turn, acknowledges) that:

a) natural stone materials and finished masonry products are subject to natural formation characteristics, variations in colour, markings, texture, grain, bed and moisture content;

b) Stone Interiors does not accept any liability for the change in appearance or damage to any materials arising out of contact with water, oily, coloured, chlorinated, salty and/or acidic liquids;

c) irregularities in the appearance, including but not limited to the colour, grain, texture and/or finish of natural products (including but not limited to stone, wood and natural fabrics) do not affect the performance of the product and shall not be considered defects;

d) it is not possible to guarantee the durability of natural products;

e) shiny finishes (including but not limited to metallic ones) may dull and tarnish over time. Similarly, matte finishes may become shiny

through wear, grease or usage. This does not affect their performance and shall not be considered a defect;

f) it is not possible to guarantee matching of the finish of any Equipment with the approved samples (including but not limited to differences in the colour or grain or the existence of knots, fossils or occlusions in any natural materials);

g) protective coverings may result in changes in the colour, finish or appearance of fabrics, materials and natural products;

and that Stone Interiors accepts no liability and offers no such guarantees in relation to the foregoing.

18.4. Subject to clause 18.11 and without prejudice to the provisions of clause 18.6, Stone Interiors' total liability to the Client in respect of all breaches of duty occurring within any contract year shall not exceed the cap.

18.5. In clause 18.4:

a) '**cap**' means, subject always to the provisions of clause 18.6, the lesser of the amount of Stone Interiors' professional indemnity insurance and 20% of the total charges in the contract year in which the breaches occurred;

b) '**contract year**' means a 12-month period commencing with the Commencement Date or any anniversary of it; and

c) '**total charges**' means all sums paid by the Client and all sums payable under Contracts in respect of Manufactured Goods, Services and Equipment provided to the Client, to the extent that the same has been invoiced to, and paid by, the Client.

18.6. Stone Interiors' liability shall not exceed such sum as it is just and equitable to pay having regard to the extent of its responsibility for the loss and/or damage in question, on the assumptions that all Others have provided undertakings on terms no less onerous to Stone Interiors' in the Contract; there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and the Others; and that all the Others have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage, and the cap shall be deemed reduced accordingly.

18.7. The following types of loss are wholly excluded: (a) indirect or consequential loss; (b) loss of profits; (c) loss of sales or business; (d) loss of agreements or contracts; (e) loss of anticipated savings; (f) losses arising out of or in connection with the geology of any specified stone; (g) shipping and/or carriage costs; and (h) loss of or damage to goodwill.

18.8. Stone Interiors has given commitments as to the compliance of the Manufactured Goods and Services with relevant Specifications in clause 3 and clause 5. In view of these commitments, any terms relating to quality and/or fitness for purpose implied by law are, to the fullest extent permitted by law, excluded from the Contract.

18.9. The restrictions on liability in this clause 18 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

18.10. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

18.11. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

a) death or personal injury caused by negligence;

b) fraud or fraudulent misrepresentation;

c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

d) defective products under the Consumer Protection Act 1987.

18.12. This clause 18 shall survive termination of the Contract.

**19. SUSPENSION**

19.1. Stone Interiors may suspend the supply of Services or all further deliveries of Manufactured Goods and/or Equipment under the Contract or any other contract between the Client and Stone Interiors, without notice, if:

a) the Client fails to pay any amount due under the Contract on the due date for payment;

b) the Client notifies Stone Interiors that it intends to withhold payment, or has withheld payment of any part of Stone Interiors' account;

c) the Client breaches any of the terms of the Contract in such a manner so as reasonably to justify the opinion that it no longer has the intention or ability to give effect to the terms of the Contract;

d) Stone Interiors is prevented from or impeded in performing the Services for reasons beyond its reasonable control;

e) the Client or the Employer becomes subject to any of the events listed in clause 21.2.a) to 21.2.d), or Stone Interiors reasonably believes that the Client or the Employer is about to become subject to any of them;

f) the value of Manufactured Goods or Equipment delivered, or Services provided, but not paid for would exceed the Client's credit limit with Stone Interiors; and/or

g) Force Majeure.

19.2. In the event of suspension under this clause 19, Stone Interiors shall cease performance of the suspended Services and/or other obligations in an orderly and economical manner on the expiry of the notice period after receipt or giving of a notice of suspension.

19.3. Subject to the provisions of clause 19.4, if the reason for a notice of suspension arises from a default which is remedied, Stone Interiors shall resume performance of the Services and/or other obligations within a reasonable period.

19.4. Any period of suspension arising under clause 19.1 or clause 19.1 shall be added to the latest Programme for the completion of the relevant Services and/or other obligations.

19.5. The Client agrees to pay any and all expenses, costs and disbursements incurred by Stone Interiors as a result of a suspension under this clause 19.

**20. ACCELERATION**

20.1. In the event that any of the conditions set out at clauses 19.1.a) to 19.1.f) is satisfied, the balance of all amounts to be paid by the Client under the Contract shall become immediately due and payable, whether or not any Services have been delivered and/or any Manufactured Goods or Equipment remain to be delivered, notwithstanding any agreement to the contrary.

**21. TERMINATION**

21.1. Without affecting any other right or remedy available to it, either party may terminate the Contract for any reason prior to delivery of the relevant Manufactured Goods and/or Services by giving the other party not less than 20 Business Days' written notice.

21.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving notice to the other party if:

a) the Client, being an individual, is the subject of a bankruptcy petition, application or order;

b) the other party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purposes of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

21.3. Without affecting any right or remedy available to it, Stone Interiors may terminate the Contract with immediate effect by giving written notice to the Client if:

a) the Client fails to pay any amount due under the Contract on the due date for payment; or

b) there is a change of Control of the Client.

**22. CONSEQUENCES OF TERMINATION**

22.1. On termination of the Contract:

a) the Client shall immediately pay to Stone Interiors all of Stone Interiors' outstanding unpaid invoices and interest and, in respect of Services commenced, Equipment and/or materials ordered, and Manufactured Goods in the process of manufacture but for which no invoice has been submitted (for which Stone Interiors shall submit an invoice) which shall be payable by the Client immediately on receipt; and

b) the Client shall return any Manufactured Goods and/or Equipment which have not been fully paid for. If the Client fails to do so, then Stone Interiors may enter the Client's premises to take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

22.2. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

22.3. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

**23. FORCE MAJEURE**

23.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (a '**Force Majeure Event**'). In such circumstances, the party affected shall be entitled to a reasonable extension of the time for performing such obligations.

23.2. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate the Contract by giving 2 weeks' written notice to the affected party.

**24. ASSIGNMENT**

24.1. Stone Interiors may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal with in any other manner any or all of its rights and obligations under the Contract.

24.2. Stone Interiors may sub-contract services under this appointment as it sees fit, including but not limited to Stone Interiors Group Companies, provided always that it shall be responsible for any services it sub-contracts to a third party as if it had performed such services itself.

24.3. Subject to clause 24.4, the Client shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Stone Interiors.

24.4. The Client may assign the benefit of this appointment:

a) On two occasions to any person with an interest in the Project; and

b) Without counting as an assignment under clause 24.4a), by way of security to any Funder, including any reassignment on redemption of security.

**25. NOTICES**

25.1. Any notice or communication given to a party under or in connection with the Contract shall be in writing and shall be:

a) delivered by recorded delivery to the other party's registered office or principal place of business; or

b) sent by email to an address specified by that party from time to time for such purpose.

25.2. Any notice or communication shall be deemed to have been received:

a) if sent by recorded delivery, at the time shown on the proof of delivery; and

b) if sent by email, at 09:00 on the next Business Day after the time of successful transmission.

**26. SEVERANCE**

26.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

**27. WAIVER**

27.1. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**28. NO PARTNERSHIP OR AGENCY**

28.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**29. ENTIRE AGREEMENT**

29.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

29.3. Nothing in this clause shall limit or exclude any liability for fraud.

**30. THIRD PARTY RIGHTS**

30.1. Unless it explicitly states otherwise, the Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

30.2. The rights of the parties to rescind or vary the Contract are no subject to the consent of any other person.

**31. VARIATION**

31.1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

**32. DISPUTES**

32.1. If any dispute arises in connection with these Conditions, or their performance, validity or enforcement (a '**Dispute**'), the parties will attempt to settle it in accordance with the following protocol:

a) Either party shall give the other a written notice of the Dispute, setting out its nature and full particulars (a '**Dispute Notice**''), together with relevant supporting documents; and

b) The parties will attempt, in good faith, to resolve the Dispute promptly through negotiation between representatives of the respective parties who have authority to settle.

32.2. If those representatives are, for any reason, unable to resolve the Dispute as a result of negotiation within 30 days, the dispute shall be referred to mediation in accordance with the London Chamber of Arbitration and Mediation ('**LCAM**') Model Mediation Procedures.

32.3. Unless otherwise agreed between the parties, the mediation will start not later than 30 days after the Dispute Notice. The language of the mediation shall be English and the mediation shall take place by video link.

32.4. If the Dispute is not resolved within 30 days of the Dispute Notice, it shall be finally resolved by arbitration in accordance with the Expedited Arbitration Rules of LCAM for the time being in force, which rules are deemed incorporated by reference into this clause. The seat of the arbitration shall be London and either party may appear by video conference. The tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

**33. GOVERNING LAW**

33.1. This appointment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**34. JURISDICTION**

34.1. Subject to the provision of clause 32, the Client consents to the exclusive jurisdiction of the courts of England and Wales in all matters arising out of or in connection with the Contract, except to the extent that the Company invokes the jurisdiction of any other country.