



CARRIERES DU HAINAUT

GENERAL SALES TERMS & CONDITIONS

(last update : 02/2017)

Article 1: General

The present general conditions of sale govern the contractual relations between CARRIERES DU HAINAUT, a limited partnership with share capital whose registered office is at 7060 SOIGNIES, rue de Cognebeau, 245, registered on the BCE register under n° 0401.155.871 (hereinafter referred to as 'the Vendor') and any natural or corporate person making a purchase of a product offered for sale by the Vendor (hereinafter referred to as 'the Client' or 'the Purchaser').

The general conditions of sale shall apply strictly to all sales made between the Vendor and the Purchaser save where otherwise stipulated in writing by the Vendor in its particular conditions of sale. Even in the latter case, the present general conditions of sale shall remain applicable for all points in respect of which no express departure has been made. The present general conditions of sale are deemed to be known to and accepted by the Client, even where they may run counter to the latter's own general or particular conditions of purchase, and shall prevail over the latter.

Article 2 : Tender

2.1. Tenders shall be valid only subject to written acceptance within the space of one month or within the option deadline stated in the tender.

2.2. No work or service of any kind whatsoever shall be accepted on behalf of the Vendor without its written authorisation. Orders sent to the Vendor's agents shall not become definitive until they have been confirmed in writing by the Vendor's management.

2.3. Telephone communications must be confirmed in writing, failing which the Vendor reserves the right to consider them never to have occurred.

2.4. It is agreed that no tender shall be valid unless and until the documents supplied when the order was placed are in agreement on every point (types, dimensions, choice and quantities of stones) with the documents used to prepare the price quote. The Vendor reserves the right to revise the prices on the occasion of any modification which, up until the time of the performance, may influence the various factors making up the cost price.

2.5. The lengths, surfaces or volumes indicated in the Vendor's tenders and order confirmations are given only for the most accurate possible informative purposes, but imply no commitment on its part.

2.6. The complete plans, reduced-scale drawings and full scales, docketts, models and in general all the documents necessary for the proper making of the stones shall be supplied free of cost to the Vendor in good time for the performance. In the drafting of the reduced-scale drawings, the stones must retain as a minimum the dimensions set out in the quotes and docketts, in particular the thicknesses of the stones may be reduced.

Article 3 : Acceptance

3.1. Even though the prices have been drawn up on a cost paid to destination basis, it is the responsibility of the Purchaser to verify the merchandise from all points of view in the Vendor's establishments before despatch. The Purchaser is under an obligation to ask the Vendor for the despatch dates in order to carry out in good time the checks that it may deem necessary with regard to the merchandise ordered. If such checks are not conducted, the acceptance of the merchandise is deemed to be definitively acquired and accordingly no further claim, on any grounds whatsoever, can be taken into consideration. Only claims for stonework error shall be admissible, but on the express condition of having been filed before the stones were definitively laid.

3.2. Where, by special written derogation, the acceptance requires to be issued on the work, it is understood that implementation by the contractor shall serve as definitive, irrevocable acceptance.

3.3. The Vendor shall not be answerable for any defects which may arise in the blocks, slabs and finished products, etc. during the Purchaser's manufacturing process.

Article 4 : Transport

4.1. Where the stones are sold and accepted loaded on an ex works basis, they shall travel at the Purchaser's charges and own risk. Loading and securing of loads shall be under the responsibility of the Client and its carrier. No claim for loss, breakage, damage, false declaration or false direction shall be accepted, notwithstanding the declarations of non-liability demanded from the despatchers by the carriers.

4.2. Where the tender states a cost paid to destination basis, the destination location must be accessible by carriage road. Unloading operations shall be carried out by the Client, within a time span set out in the particular conditions, any additional time being charged to the Client at the market rate.

- a) any increase to the price of transport may be added to the agreed price;
- b) any request for the transport of an incomplete load may give rise to a supplementary transport price;
- c) the Purchaser is required to check that the merchandise is in good condition before unloading it.

Any reservations concerning any anomaly with regard to the delivery (damage, loss, missing product, damaged product) must, before unloading, be recorded on the delivery document in the presence of the driver and be signed by the Purchaser.

Any reservations concerning any anomaly with regard to the delivery identified after unloading or not having been duly recorded on the delivery document before unloading cannot be taken into account under any circumstances.

4.3. All costs in respect of transport equipment standing idle, whether on arrival or on departure, shall in any event be borne by the Purchaser.

4.4. Indications regarding costs of transport and customs duties are no more than simple information provided with no guarantee; they never imply an obligation to procure the means of transport at the prices indicated.

4.5. The Vendor may not be held liable for any damage suffered by the Client or any third party linked to the transport of the merchandise where the merchandise is loaded and transported by the Client or by a third party at the Client's request.



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Article 5 : Deadline and removal of the merchandise

The Purchaser is required, before starting production, to supply the Vendor with all the working documents necessary for the manufacture of the stones.

The delivery deadlines cited in the Vendor's order confirmation shall be for indicative purposes only and shall not imply any commitment on its part. Any delay in the delivery may not give rise to interest for late performance or damages in respect of the Vendor.

The merchandise must be removed within the deadline agreed between the Purchaser and the Vendor.

Beyond the said deadline, the Vendor may dispose of the merchandise listed in the price list for the sake of honouring another order in hand, and a fresh delivery deadline will then be notified to the purchaser.

Orders not removed within the deadline agreed with regard to merchandise not listed in the price list may be invoiced by the Vendor and payment demanded as if the merchandise had been supplied.

Article 6: Force majeure

All cases of force majeure shall be reserved in favour of the Vendor and fully discharge it from its liability. Events constituting force majeure shall notably include: strikes, whether partial or total, lock-outs, lack of transport equipment, serious operating accidents, stormsbad weather conditions, lack of raw materials, etc.

Article 7 : Guarantee

In the case of the refusal, accepted by the Vendor, of a stone, whether laid or not, the Vendor's intervention shall be strictly limited to the provision ex its establishment of the replacement stone. Moreover, the Purchaser must, free of charge, make available its material, the driving power, and its staff to handle and reload the stones definitively refused or those which can be repaired after setting. The Vendor shall always enjoy the period of time normally required for the replacement.

Article 8 : Measuring and billing

8.1. Cut stones and worked kerbs shall be measured according to the smallest parallelepiped rectangle necessary for the making of the stones, including the joints at the minimum unit volume of ten cubic decimetres. Where one or more dimensions include millimetres, each stone shall be billed at the next highest dimensions in full centimetres. The volumes to be billed for each stone shall be rounded up to the next highest cubic decimetre. Cut stones supplied per square metre shall be measured according to the smallest rectangle circumscribing the facing of the stone including the joints, at the minimum surface unit of ten square decimetres. The minimum of ten square decimetres is not applicable to marble pavement stones (10, 15, 20, 25 and 30 mm thick). Where the curbs are measured in running metres, the connecting buttons shall be added to the length, convex or concave curbs shall always be billed per linear metre on the largest development of the curves at the special price agreed for the latter.

8.2. Any particular work to be carried out on the stones (patching, connecting the stones, staple holes, engaging grooves, etc.), even if the latter is listed on the work plan, is carried out at the Purchaser's cost. Sculptures, engravings and inscriptions will always be priced separately.

8.3. In the case of supplies in packaging with a deposit, this will be billed and taken back at the deposit price provided that it is returned FREE and in good condition to the Vendor's site within one month of despatch.



Article 9 : Claims and returns

Claims on bills are now admissible only if they are filed in writing within ten days of the date of despatch of the bill. With regard to claims giving rise to the potential return of merchandise, any return of merchandise must be agreed in advance by the Vendor. The physical return of merchandise must be announced by the Purchaser a minimum of 24 hours before the return of the merchandise to the vendor's site. On receipt of the merchandise in the Quarries, the Purchaser or his representative shall be required to ensure he receives a return document attesting to the physical return of the merchandise to the Vendor's site. In the event of a dispute, it shall fall to the Purchaser to be able to produce proof of the return, failing which no compensation can be claimed from the Vendor. Any amounts to be credited following returns of merchandise shall first be subject to validation by the Vendor's commercial management.

Article 10 : Transfer of ownership –Retention of title

The Vendor shall remain the owner of the merchandise until the full settlement of the price and accessories (any costs, interest and penalties), as well as the completion of all obligations, including debts still due to it from the Client. Despite the present retention of title, the risk on grounds of loss or damage shall be transferred to the Purchaser as from the Client's taking possession or as from the handover of the merchandise to the transport/despatch enterprise.

Article 11 : Payment

11.1. Any dispute by the Purchaser on an invoice issued by the Vendor must be made in writing and must reach the Vendor within 10 days of the date of despatch of the invoice. Failing this, the claim will not be admissible.

Errors identified in an invoice shall not serve as a reason for its non-payment or non-acceptance.

11.2. Payment of the price relating to the first order shall be made in cleared funds without discount before the merchandise is loaded. The Vendor reserves the right, when dealing with any order placed by the Purchaser, to demand, as from the conclusion of the contract, an assignment of claim in proper form or any other guarantee to be set up by the Purchaser.

11.3. Save where expressly provided in the invoice, the price of the goods supplied shall be payable in cleared funds without discount at the Vendor's registered offices.

11.4. Value-added tax and all other taxes and levies whatsoever, together with any increase in taxes and levies imposed or to be imposed on merchandise, transport, etc., shall be chargeable to the Purchaser even though such prices have been drawn up for returned merchandise.

11.5. Failure to pay an invoice by its due date shall automatically and without prior notice attract interest at 12 % per annum.

Furthermore, failure to abide by the deadline shall automatically and without notice attract the payment of an agreed flat-rate sum of 15 % of the price amounting to a minimum of 100 EUR, by way of damages and a penalty clause, without prejudice to interest on arrears, any costs involved in notification by registered letter or by bailiff and any judicial costs.

11.6. The Vendor reserves the right, in the event of non-performance or cancellation by the Purchaser of one of its obligations, including failure to pay an invoice by its due date, to suspend all performance or despatch without prior notice and to immediately claim from the Purchaser the payment of all invoices already issued, as well as all performances relating to stones manufactured or in the course of manufacture, without prejudice to the right to claim damages.

The Vendor equally reserves the right to claim, either before the manufacture of the stones or in the course of performance, or before delivery, all guarantees it may deem necessary and in particular the assignment of claim or creditworthy guarantor.



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The Vendor reserves the right to suspend any intervention in the event of the refusal by the Purchaser to set up one of the guarantees referred to in the previous paragraph without the latter's being entitled to claim against the Vendor for any compensation whatsoever by virtue of a delay in performance.

11.7. The cancellation of an order by the Purchaser shall place upon it the obligation to pay all the costs occasioned by the said termination of a contract, the payment of the stones or work already carried out at the time of the cancellation, and the normal forgone earnings across the entire order. The amount of the said costs, stones and work already carried out and forgone earnings shall be recoverable from the Purchaser on presentation of an invoice, regardless of the grounds given by the Purchaser for the termination of the order.

Article 12 : Competence and applicable law

The courts of the judicial district of Hainaut, Mons division, shall have sole competence to rules on any disputes, including cases of interim proceedings and actions to enforce a warranty as well as all claim recoveries.

