

DIAPOL GRANITE OÜ GENERAL CONDITIONS OF SALE

Valid from 09.11.2015, version 2

1. Application of the General Conditions of Sale. These Diapol Granite OÜ General Conditions of Sale (the **General Conditions of Sale**) are applicable for all sales transactions concluded between Diapol Granite OÜ (reg. code 10613494) (Diapol) as the supplier and its client (Client) as the buyer in the capacity of a consumer which incorporate the General Conditions of Sale. These General Conditions of Sale along with an accepted offer or other agreement that refer to the General Conditions of Sale are jointly referred to as the **Agreement**.

2. Subject matter of the agreement. Diapol shall sell certain products (the Products) and offer related services to the Client pursuant to the terms and conditions agreed in the Agreement. The Client shall pay for the Products and services according to the terms agreed in the Agreement.

3. Order Handling Procedure. The Client places a request for proposal for the Products and services offered by Diapol in person, via the website www.diapol.com or via e-mail salesuk@diapol.com. Such request for proposal shall be non-binding to the Parties.

After receiving a request for proposal Diapol shall issue an initial price offer, indicating the cost of the templating works, an initial estimation of the price of the Products and installation works and other related services. The initial price offer shall be valid for 3 months unless indicated otherwise. The final price of the Products, installation works and related services may be adjusted by Diapol after completion of templating works in the final price offer (Order). The initial price offer shall become binding to the Parties with respect to templating works after the Client has accepted the initial price offer. Acceptance of the initial price offer does not create a binding agreement with respect to the Products and related installation works and the Client is not obligated to accept the final price offer.

After acceptance of the initial price offer Diapol and the Client shall agree upon a suitable time for Diapol to conduct templating works. Diapol provides the templating works within normal working hours and upon separate agreement with the Client also outside the normal working hours.

After completion of the templating works Diapol shall issue an Order which shall indicate the final price offer of the Products, installation works and related services. The Order shall be valid for 3 months unless indicated otherwise. The Order shall become binding to the Parties after the Client has returned to Diapol a signed copy of the Order or has otherwise accepted the Order.

Subject to separate agreement with Diapol may issue an Order based on the drawings and measurements provided by the Client, however in such cases Diapol shall bear no responsibility for the proper fit and final dimensions of the Products if the Products have been made in accordance with the drawings and measurements provided by the Client.

4. Quality of the Products. Diapol shall make its best efforts to ensure that the delivered Products are free from defects resulting from faulty workmanship and use of defective materials. The Client is aware that if materials are used by Diapol then the texture, pattern, hue and tone of the delivered final Products may vary and will not be exactly the same as the samples of the same materials.

5. Tolerances. The following variations in actual measurements of the delivered Products are permissible and shall not be regarded as non-conformities of the delivered Products: (i) the general measurements of the worktop up to -2 mm; (ii) the general measurements of cut out +/- 2 mm; (iii) the thickness of granite and marble worktop +/- 2 mm, the thickness of quartz 30 mm worktop +/- 1.5 mm, the thickness of quartz 12 and 20 mm worktop +/- 1 mm, the thickness of ceramic worktop +/- 2 mm; (iv) joint max 2 mm.

6. Obligations of the Client.

Before templating works can start the Client must prepare the site at its own cost as follows: -kitchen base units must be securely in place and worktops removed. Subject to separate agreement with Diapol it may be possible in some cases to measure up without removing the existing worktops, however in such cases Diapol shall bear no responsibility for the proper fit and final dimensions of the Products to replace the existing worktop; -sinks, faucets, hobs, cookers will have to be disconnected, where applicable; -ensure proper, safe and unhindered access to the templating site for the templaters, remove objects that obstruct performing the works if any.

The Client has to choose by the confirmation of the order at the latest the specific models of the sinks, faucets and cookers/hobs and provide the relevant specifications (e.g model, measurements, other technical information requested by Diapol) to Diapol;

The units and cooker must not be moved or changed after measuring.

Before installation works can start the Client must prepare the installation site at its own cost as follows:

- ensure that the cabinets, furniture and support structures required for the installation of the worktop are in the same condition during templating and installation works – properly installed, level and where applicable, adequately supported;
- ensure that the openings in the cabinets, furniture and support structures beneath the worktop that are required for the stove, sink etc. have been properly cut where applicable;
- ensure that where applicable the existing worktop and upstand is removed;
- whilst purchasing and installing the cabinets, furniture and support structures, one shall take into account the weight of the material of the products ordered of at least: quartz 75 kg/m², granite and marble 95 kg/m², ceramic 25 kg/m²;
- ensure that the floor at the installation site is covered with a strong non-slippery material. The fitters of Diapol are obliged to wear safety boots, which otherwise may damage the floor;
- ensure that the water connections are shut and electrical connections are without power;
- ensure proper, safe and unhindered access to the installation site for the fitters, remove objects that obstruct performing the works if any;
- if specifically agreed in the Order the Client is responsible for proper lifting assistance.

The Client is aware that Diapol will not conduct the following works:

- removing and utilisation of the existing worktop, except as otherwise agreed, or if Diapol is conducting works relating to elimination of defects for which Diapol is liable;

- sealing the gap between the installed Product and the wall;
- installation of window sills;
- disconnecting and connecting the water and electrical systems.

The Client is aware that templating and installation works will take on average at least 1 - 3 hours. Templaters or fitters may take photographs of the work performed to serve the purpose of later quality control.

Failure by the Client to prepare the site for templating or installation works by the agreed time for conducting the templating or installation works entitles Diapol to recover its additional costs from the Client.

7. Delivery and installation works. Diapol shall deliver the Products and shall perform the installation works to the Client according to the delivery terms agreed in the Order. The exact time for performance of the installation works shall be agreed between Diapol and the Client. Diapol provides the installation works within normal working hours and upon separate agreement with the Client also outside the normal working hours. Diapol has the right to use sub-contractors for the performance of the templating and installation works.

Immediately after completion of the installation works the Parties shall jointly carry out an inspection of the works and the Products and sign an acceptance protocol, where any defects detected by the Client (or its representative) shall be indicated. Such defects are to be corrected by Diapol within reasonable time. The Client is obliged to be at the Client's site at the time of completion of the installation works which shall be notified by Diapol to the Client reasonably in advance. Failure by the Client or its designated representative to show up for the inspection and signing of the acceptance protocol entitles Diapol to use third persons at the Client's site as witnesses of the delivery and such persons will be regarded as authorised representatives of the Client to take delivery.

The risk of accidental loss and damage to the Products shall pass to the Client from signing of the acceptance protocol.

The Client is aware that due to drying the worktop may not be used or touched for at least 6 hours after installation.

8. Invoicing and payment. The Client undertakes to pay to Diapol for the agreed templating works (based on the initial price offer) and for the Products, installing works and related services (based on the final price offer) in accordance with the invoice issued by Diapol and the agreed payment terms.

Unless the Parties have agreed otherwise Diapol shall issue a prepayment invoice after the Order has been accepted by the Client and the Client accepts that Diapol has no obligation to start fulfilling of the Order unless it has received the prepayment.

Where the Agreement is a distance contract the Client is aware that no right of withdrawal applies with respect to goods made to order or clearly personalised such as the Products which are cut according to the specific measurements taken at the Client's site and according to the request of the Client.

Where a prepayment invoice has been issued failure by the Client to pay the prepayment invoice within 30 days shall automatically cancel the Order and entitles Diapol to terminate the Agreement unilaterally.

The Client is aware that from the moment Diapol starts the production of the ordered Products the measurements and materials of such Products cannot be changed.

After the Products have been produced and before installation works Diapol shall issue a final invoice to the Client. Diapol is under no obligation to start performing the installation works before it has received full payment of the final invoice. If the installation works have been performed by Diapol before it has received full payment of the final invoice the final invoice shall become due (i) immediately after completion of the installation works or (ii) on the due date on the invoice (whichever happens earlier). Unless otherwise indicated on the invoice the default payment term shall be 3 working days from the installation date.

If the Client is in delay of any payments then Diapol is entitled to claim a late payment interest of 0.02% from the amount not paid in due time for each delayed day.

9. Warranty. Diapol offers warranty to the Products and related services only in case the corresponding information has been disclosed on Diapol's website along with the description of the Products and related services. Irrespective of the existence or absence of warranty the customer complaints shall be resolved (see clause 10).

10. Consumer complaints and dispute resolution. The Client is entitled to file consumer complaints in relation to the Products and related services with Diapol at the contact details of Diapol indicated below or via website, which provides more detail on the resolving of disputes. Diapol shall notify the clients of the potential resolutions of complaints and due dates related thereto. Any dispute, controversy or claim arising out of or in connection with the Agreement shall be settled by way of negotiations. If the Parties fail to settle the dispute by way of negotiations then the dispute shall be finally settled by an appropriate court.

11. Liability. The liability of Diapol is limited to direct patrimonial damages caused to the Client as a result of a culpable breach of the Agreement. The maximum amount of Diapol's liability toward the Client shall be limited to the price of the Products out of which the claim arose. Under no circumstances shall Diapol be liable for loss of profit of the Client. The limitations and exclusions of liability stipulated above shall not apply where such liability cannot be excluded or limited under applicable law.

12. Applicable law. The laws of the Republic of Estonia shall apply to the implementation and interpretation of the Agreement. United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement.

Diapol Granite OÜ

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