



GEO STONES

Quarrying - Processing - Trading

Athanasios A. Macheridis - Natural Stones

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GENERAL TERMS & CONDITIONS OF SALE

General: The terms and conditions contained herein constitute an integral part of any sale concluded between Geostones Greece (the Company) and its Customers. The Company does not accept any variation, cancellation or modification of these General Terms and Conditions unless confirmed in a written agreement between the Company and the Customer.

Price: The price of the goods shall be the price stated in the Company's price list in effect at the date of delivery of the goods or the price resulting from a written agreement between the Customer and the Company.

Any other price indication does not bind the Company.

All prices are net prices, exclusive of VAT or any other tax, duty or any other cost element.

Terms of payment: The price or any other amount owed to the Company is due and payable on the due date stipulated by the Company. All bank charges are for the account of the Customer.

Under no circumstances shall the Customer be entitled to withhold any payment or part of a payment owed to the Company. In the event of non-payment on the due date of any amount then due, all other amounts owed to the Company shall become immediately due and payable.

Any payment not made on the due date shall, upon written notice from the Company, sent by fax / e-mail and by special delivery service with confirmation of receipt, be subject to the interest payable at the rate of the interest rate applied in similar circumstances in Greece.

Transportation: The Customer shall support any and all risks related to the transportation of the goods. The Company cannot be held liable for any damage, loss or claim of whatever nature arising out of or in connection with the transportation of the goods.

Delivery: Delivery dates are indicative only.

Inspection: The Customer shall inspect the goods immediately upon arrival to their destination. The Company shall only examine a claim for lack of conformity of the goods if the Customer notifies the Company in writing thereof within fifteen days of the arrival of the goods at their destination. The non conformity claim of the Customer must be supported by relevant photos of the goods. In no case shall the Customer be entitled to make any claim against the Company after the goods have been fixed / installed. When sales are made on the basis of samples / photos / cd etc, the properties of the samples or specimens are not considered as guaranteed. This also applies to consistency. Samples shall merely be considered as specimens for demonstration purposes without prejudice, showing the approximate character and general type of goods. The description "same as supplied before" shall always be understood to mean "approximately same as supplied before".

Liability and warranty: Company's total liability to the Customer for any and all claims, losses or damages arising out of any case whatsoever, whether based in contract or tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the goods. In no event shall the Company be liable for special, incidental, consequential (including lost profits or lost sales) or punitive and exemplary damages.

The Company makes no representation or warranty regarding the suitability or fitness of the goods for any particular purpose, and the Customer shall satisfy himself in this respect and shall be totally responsible thereof.

Force Majeure: Force majeure is here taken to include all circumstances, unforeseen or exceptional, either objective or related to the Company, which cannot be prevented even through measures of exceptional diligence and care and wholly or partially prevent the Company from meeting its obligations or as a result of which the Company cannot reasonably be expected to meet these obligations. This includes: war or similar situations, unrest, sabotage, boycotts, strikes occupation, blockades, damage or breakdown of installations belonging to the Company or its suppliers, transport difficulties, breakdown in telecommunications, government measures, natural disaster, fire or explosion.

Governing law and jurisdiction: This sale is governed by the laws of Greece, including, but not limited to, the laws applicable to the international sale of goods as laid down in the United Nations Convention on Contracts for the International sale of goods ("the Convention"). The provisions of the Convention shall be applicable even to sales that would not normally fall within the scope of the Convention. Any dispute arising out of or in connection with this sale shall be submitted to the competent courts of Kavala – Greece.

Technical information: Due to the fact that the goods are natural products, variation to hardness, absorption, resistance to cold and heat, colour and veining must be expected and the Company shall bear no liability for any such variation in supplied goods. Over time colour alteration, spots, rust etc may appear. This in no way depends on the quality of the natural stone but may be caused by use of unsuitable adhesives / mortars or aggressive cleaning products

Storage and fixing instructions: The Customer is exclusively responsible for the storage conditions of the goods and the Company cannot be held responsible for any deterioration caused to the goods or their packing due the Customer's incorrect storage conditions, i.e. exposure to sunlight, cold, frost, heat or humidity etc

Particular attention should be given to the adhesives used when the goods are installed (cement, glue, putty etc) as well as to the cleaning and insulation material which may affect the colour, create rust and cavities. The Company cannot be held liable for any such problem. General rules of hygiene and safety should be respected.