

LANO**CARPETS****ORDER CONFIRMATION**

Date:26/08/15

23.01.007 - E0980795/ 1

Delivery address:

MR. CARPET LTD
32 STADIUM STUDIOS, RIVERSIDE ROAD
SW17 0BA LONDON
U.K.

Invoice:

MR. CARPET LTD
32 STADIUM STUDIOS, RIVERSIDE ROAD
SW17 0BA LONDON
U.K.

Terms: CPT (INCOTERMS 2010)
Carrier: CARRIER STILL TO BE DETERMINED
Payment: DUE WITHIN 60 DAYS AFTER DATE OF INVOICE
Y/Order:
Agent: R/PETER HUGHES
Contact: 278 ALLEMEERSCH DEBORAH

Item	Colours	Design	Width Length	Number	Price	Est. despatch date
R16918						
<u>SATINE KT: 100% POLYAMIDE</u>						
R16918						
NSAT	240 CREAM		500 x 510	1	19,50 GBP /M2	despatch 27/08/15

Contact us directly : ALLEMEERSCH DEBORAH - deborah.allemeersch@lano.be - + 32 56 65 4278

The delivery times are only indicative. Thank you for your trust.

LANO N.V.	-Tel: + 32 56 65 42 70	V.A.T. BE 0405.425.356
Zuidstraat, 44	-Fax: + 32 56 65 42 79	H.R. Kortrijk 101.077
B-8530 HARELBEKE BELGIUM	E-Mail sales.uk@lano.be	

GENERAL CONDITIONS OF SALE

ART 1. Application of General Conditions of Sale (G.C.S.) - When placing any order with the seller, the buyer accepts these G.C.S. without qualification and in their entirety to the exclusion of any other document, including brochures or catalogues issued by the seller as indicative only. No special condition shall, unless expressly accepted in writing by the seller prevail over the G.C.S. Any clause to the contrary proposed by the buyer shall not therefore, unless expressly agreed, be binding on the seller, irrespective of the circumstance that the seller knew of that clause. Any other document than the present terms and conditions of sale, such as catalogues, prospectuses, publicity, etc. have a merely informative and indicative value and do not bind the seller. - **ART 2. Orders** - Orders placed directly to the seller or through his agents or representatives shall not become final and binding until they are confirmed in writing by the seller. The seller reserves the right to alter certain characteristics of the products as long as the normal use for which the products are destined is not changed. These G.C.S., the order accepted by the seller in writing and any document issued by the seller relating to the subject of the order shall constitute the contract. Any change made to the order automatically means that the delivery times initially established are subject to reasonable extension. In case of late payment, the delivery schedule shall be delayed accordingly. The buyer is aware that sector specific tolerances apply with respect to his order of the goods, including tolerances concerning the measurements, colour, loss of weight and loss of quality by tear and wear. Unless otherwise explicitly stipulated in writing, price offers are valid for a period of one month as from the date on which they were communicated, after which they lapse irrevocably and by right. Any modification or cancellation of the order requested by the buyer shall be subject to the seller's express and written agreement. Any such request by the buyer will only be taken into consideration if it reaches the seller no later than seven (7) days before shipment of the goods and if the goods are not customized. Full or partial cancellation of orders by the buyer will result in damages on behalf of the seller, which the buyer shall compensate, including the value of the order, the lost profits, the administration costs, the transportation costs, the storage costs, etc., with a minimum of 25 per cent of the price convened. - **ART 3. Price** - Unless otherwise stated in writing by the seller, the price does not include transport costs, packaging costs, all duties, VAT and other taxes. If exceptional circumstances affect the economic balance of the contract between acceptance of the order and the delivery, obliging the seller to increase its prices and/or modify its payment conditions, the seller shall be entitled to charge a proportionate price increase to the customer by simple notification. The buyer will then be able to terminate the contract in writing within seven (7) days starting from the notification, without the seller being due any damages to the buyer for this termination. If the buyer does not terminate the agreement, the new conditions shall apply automatically and by right to the contract. Except as indicated otherwise in writing by the seller, payments shall be made net without any discount at the latest thirty (30) days from the date of invoicing. The price shall be increased by right by any taxes and duties collected or to be collected by the public authorities, whatever they may be, and in so far as they are in force on the day of the delivery. In default of full or partial payment on the due date, all outstanding invoices shall be increased by right and without prior notice with a moratorium interest of 12 per cent per year and after an unavailing default notice, the outstanding amount shall be increased with 12 per cent, with a minimum of € 300,00, even when extended terms of payment had been granted. In default of payment of one single invoice on its due date, the balance due on all other outstanding, even not matured invoices, shall become immediately claimable by right. Non payment of any invoice shall be considered a fundamental breach by the buyer entitling the seller to suspend any further delivery or to consider the contract terminated immediately by reason of the buyer's default without prejudice to any claim for damages. Similarly, where payment is agreed to be deferred and the buyer does not pay punctually or makes a complaint for a batch already delivered, the seller may revoke such payment term and require advance payment for the subsequent deliveries or contracts. - **ART 4. Delivery** - The goods or materials ordered are delivered ex works Harelbeke. Deliveries will be made depending on the seller's availability. Unless otherwise agreed in writing, the seller's delivery dates shall be purely indicative. The buyer shall not be entitled to use any late delivery as a justification for cancelling the sale, rejecting the goods or claiming any compensation. If the buyer, after formal notice, fails to take delivery of the goods, the seller shall be entitled, in addition to other legal remedies, either to dissolve the entire agreement or part of it, subject to compensation, or to claim its forced execution. In case of multiple deliveries, the failure in whole or in part of one or more partial deliveries shall have no effect on other deliveries. - **ART 5. Transfer of Risk** - The risk in the goods, and particularly those risks inherent in their carriage, shall pass to the buyer immediately upon their delivery. Transfer of risk shall take place, for all sales whatever their destination at the time the goods are handed over or leave the seller's factories or warehouses, irrespective of any terms of sale or payment of the costs of carriage. However, for orders which refer explicitly to INCOTERMS that otherwise define the transfer of risk in the goods, the rules of those INCOTERMS prevailing at the time of the sale, shall apply. It is the buyer's responsibility to take all necessary steps to ensure that his rights are safeguarded with respect to the carrier of the goods by making his reservations within the time periods and terms specified by the rules governing such matters. - **ART 6. Complaints** - The seller warrants that the quality of the products is exclusively consistent with the technical specifications drawn up by the seller, excluding any other warranty and/or liability. a/ The weight and measures of the goods at the moment of dispatch will attest to the quantities delivered. The quantitative tolerance of the delivery shall be plus or minus ten per cent (+/-10%), unless mentioned otherwise on the order confirmation, calculated on the number of units mentioned in the order. Over- or under deliveries however may not be subject to a complaint or cause for cancelling the sale or rejecting the goods. b/ Without prejudice to any actions to be taken against the carrier, complaints made regarding visible defects or any non-conformity of the delivered goods compared to the ordered goods or with the delivery documentation, must be lodged in writing upon receipt of the goods and in any event within eight (8) days of receipt at the latest. All defects have to be communicated immediately to the seller by phone or fax and confirmed by registered mail accompanied by the corresponding purchase invoice, a detailed description of the defect and accompanied by minimum two clear pictures showing the defect. Typical product characteristics such as pile reversal and shedding are not manufacturer's defects and will not be accepted as a complaint. The client accepts the tolerances for wear and tear in the sector, as mentioned on the sellers' technical schedule. Any imperfect goods, recognised as such in advance and sold as rejects, outcasts, or second or third choice, may not be subject to a complaint relating to conformity or hidden defects. The buyer shall provide the seller with all evidence regarding defects or anomalies reported. The buyer shall permit the seller to inspect the defects and to find a solution. The buyer shall not himself try to repair the goods, nor have any third party intervene. To be admissible, any complaint with respect to hidden defects shall be made by the buyer to the seller by registered letter, to be sent no later than five days after the discovery of the defect and at the latest six months after the goods have been put at the buyer's disposal in the premises of Lano. Guarantee claims shall become invalid in case of modification, repair by the buyer or by third parties, or in the event of sale of the goods delivered to a third party. Claims on guarantee for hidden defects are also null and void if the buyer has the goods removed for examination by a specialist of his choice, without calling on a legal expert. The buyer may not make a claim on the guarantee for hidden defects in order to defer or suspend his payment commitments. The seller's commitment in terms of guarantee towards the buyer is on a personal level. Therefore, if the buyer transfers the goods or services delivered to third parties, the latter may not appeal directly to the seller to adhere to the guarantee clause. Whatever the reason, the responsibility of the seller towards the buyer shall always be limited to direct and foreseeable damages, excluding any damage due to use or exploitation, or any commercial damage, and it shall cover as a maximum the amounts invoiced for the delivery or the part of delivery to which his complaint relates, that is the sales price in the event of sale, or the added value in the event of adjudication. Nevertheless, it shall never exceed the sum of 25,000.00 €. Any claim for commercial damage relating to use or exploitation is excluded. The buyer warrants the seller against any third-party claims, relating to deliveries made, for which the maximum stipulated has been exceeded. c/ If the buyer fails to check the quality of the goods within eight (8) days of their receipt, or having checked the goods, the buyer cuts/ uses the goods or sells the goods to a third party, the seller will have no liability for any loss whatsoever resulting from their use by the buyer or the third party. d/ If the goods are not used for a purpose or in accordance with a process normally intended for goods of the same kind, no claim will be admissible. e/ Once the buyer has sent his complaint to the seller within the specified time, and provided that the seller's liability has been established, the seller shall at his convenience either replace or refund the cost of any goods which he has acknowledged as non-conforming or affected by a visible defect, to the exclusion of all other indemnities and/or damages. Where applicable, upon the seller's request the buyer must return to the seller the goods which have been replaced or refunded. f/ Complaints do not discharge the buyer from his obligation to pay the price according to the contract terms irrespective of whether the complaint is justified. - **ART 7. Retention of Title** - The seller reserves title to the goods until payment in full of the price and of all incidentals. The risk in the goods shall however pass to the buyer upon delivery, as defined in Article 5 above. Consequently, in a case of late or non-payment, whether in whole or in part, the seller reserves the right to require, on first demand and without prior formal notice, the delivered goods to be returned to it, wherever they are located. Goods stored at the premises of the buyer (in warehouses, depots, etc.) will be deemed to be the subject of the unpaid invoices. The buyer provides the irrevocable authorization to the seller to collect any and all delivered and unpaid goods during business hours. Any advances paid remain the property of the buyer in compensation of the possible losses in the case of a resale. The buyer shall therefore not grant any rights to third parties that might limit the exercise of the provisions of this condition. All costs of returning the goods to the seller's premises will be borne by the buyer. If the buyer becomes insolvent he must (I) notify the seller within 24 hours and (II) immediately cease selling any goods which are not yet his property. If objective elements (such as drafts challenged, cancellation of credit, sequestrations of property or execution by sale of debtor's chattels, arrears to creditors, etc.) reflect problems of solvency and/or liquidity on behalf of the buyer, the seller reserves itself the right, even after full or partial shipment of the goods, to suspend the entire order or part of it and to demand suitable guarantees from the buyer. If the buyer refuses to comply, the seller reserves itself the right to fully or partially cancel the order, without prejudice to the rights of the buyer to claim damages and interests and the other remedies provided by the present general conditions and the law. The buyer undertakes not to remove packaging or labels from goods stored in his inventory and which are unpaid. - **ART 8. Force Majeure** - The following shall be considered herein as events of force majeure constituting cause for the cancellation or suspension of the seller's contractual obligations, without any right of recourse for the buyer: accidents affecting the manufacture or storage of the products, total or partial interruption of supplies of raw materials or energy, particularly default by carriers, fire, flooding, breakdown of machinery, total or partial strikes, administrative decisions, acts attributed to third parties, war and all and any external occurrences likely to delay or prevent the performance of the seller's obligation or to render such performance economically exorbitant. - **ART 9. Governing law and Jurisdiction** - Disputes between the buyer and the seller concerning or relating to the sale of goods by the seller and/or these general conditions, shall exclusively be settled by the competent courts of the judicial district of Kortrijk (Belgium). The relationship between the buyer and the seller is exclusively governed by Belgian law. The nullity, if any, of one or more provisions of the present terms and conditions shall in no way affect the applicability of all other clauses. In the case of custom finishing, in addition to the present general conditions, the general conditions of the 2010 Belgian custom finishers are applicable, published by Fedustria (www.fedustria.be) and available upon request of the buyer to the seller. The buyer accepts these conditions. If these should be incompatible with the present G.C.S., the latter shall prevail over the former, but this shall not prejudice the applicability of the other general conditions of the 2010 Belgian custom finishers' general conditions.