

ROCAMAT

GENERAL TERMS AND CONDITIONS OF SALE

With the exception of any special stipulations which appear in our order confirmation, all orders imply the unreserved acceptance of the client of these general terms and conditions of sale, (which take precedence in particular vis-à-vis any document issued by the client), due to their prior communication in our estimates, invoices, or any other document issued by us, or in the case of over the counter sales due to the signature of the purchase order or the acceptance of the goods by the client.

ORDERS

Our estimates are valid for the granted option period or otherwise for 30 days as of their date of issue. Orders become effective by returning our order confirmation, duly signed, with no reservations or observations, by the client and by the payment of a down payment representing 30% of the amount of the order.

PRICES

Our prices are established for the economic conditions defined on the date of the agreement, between the client and us. They may be updated and revised as of the 30th day following this date.

Any delay by the buyer in the performance of the agreement, in particular with regard to the communication of information or of the documents necessary to the production of supplies, gives us the right to invoice additional costs and expenses as compensation for any prejudice suffered. The measurements of surfaces and volumes are squared off including joints, with a minimum of 0.1 m² or 0.02 m³ per item. When calculating lengths or surfaces, all dimensions are rounded up to the next centimetre if they include millimetres and counted as a minimum of 20cm.

All supplies, additional items, packaging, services or works which have not been expressly agreed upon are not included in the price. Returnable packaging shall give rise to an additional invoice, from which is deducted the amount of the deposit paid if they are not returned to the sender in a good state within the month of dispatch.

TRANSPORT

In all cases, our products are transported at the risk and peril of the consignee. In the event of a delay, missing items, difficulties or other damage during transport, the client must protect its own rights with regard to the carrier, pursuant to the general terms and conditions of intervention of the carrier of which it should be aware. The client may not hold us liable for any exceptions which the transporter may claim in his regard. Even in the case of FOB sales, unloading and any costs relating to the non-use of transport materials shall be taken care of by the client.

SEMI-FINISHED PRODUCTS

Any sale of unfinished products, such as blocks, units or blanks, or opuses, even in the case of an FOB price, are made for goods and packaging which are recognized and approved upon the departure of the shipment. The client has the obligation to inquire about dispatch dates to control quality, measuring, etc., as it deems necessary. If this verification is not carried out, the goods and packaging shall be deemed definitively approved.

In no event may we be held liable for any flaws in the stone which are discovered upon transformation. The transformer or the user is solely liable for the quality of products which are transformed or adapted by him and for the use it attributes to such products.

FINISHED PRODUCTS

Stone, a natural material, may present variations in colour, graining, texture, etc. The contractual sample defines the general hue, but does not imply aspect identity with the supply delivered. Tiles must be laid "dry" by the craftsman in order to harmoniously distribute the shades in accordance with the client's wishes.

Natural particularities such as worm holes, knots, shells, geodes, layers, porosity, crystalline veins, iron spots, reedy formations, open texture streaks, etc., cannot be considered as reasons for refusal, nor give rise to a reduction in price. Stones, marbles and granites are worked and consolidated by filling, lining, targeting and the use of adhesive substances. The products must be stored in a place where they are protected from adverse weather conditions and laid using professional care and good practice and in compliance with our special recommendations otherwise our manufacturer's guarantee cannot apply.

Any claim regarding compliance and obvious defects must be addressed to us with the purchase order or a copy of the purchase order, within FIVE DAYS of delivery, indicating the goods which are concerned and the reasons for the claim.

The use of supplies implies acceptance without reservation and no claim made at a later date shall be admissible.

Our guarantee, except for any contrary public order provisions, cannot exceed the simple replacement of goods, with the exclusion of any compensation or damages.

DOWNGRADED PRODUCTS

The opuses and other manufacturing off-cuts, as well as all of the products qualified as 2nd choice constitute downgraded products. Their physical and mechanical characteristics are not guaranteed. No claim may be made in regard to these products and they may not give rise to any guarantee for hidden vices or for being unfit for use.

DELIVERY LEAD TIMES

A delay in delivery only gives rise to indemnification or cancellation of the order if it is expressly stipulated in the order confirmation. These late indemnifications, in all cases, are limited to 5% of the contract. The period only starts to run as of the receipt of all of the execution documents (specifications, plans, cut lists, templates, etc.) approved by the client and the payment of the deposit. After the agreed collection date, the supplies which have been made available must be paid, as well as the costs of storage in our warehouses.

RETENTION OF TITLE

We reserve ownership of the goods sold by us until the actual payment of their price in principal and interests.

Upon collection, the client takes custody of the goods, but allows us access thereto.

He is liable for any loss and damage. We have the right to the immediate return of any goods which have not been fully paid, upon simple registered letter, an inventory of material drawn up in the presence of both parties or by bailiff's notice, in the event of the non-payment of one single amount on the due date.

The same applies in the event the client is subject to personal bankruptcy, suspension of payments or the voluntary or court-ordered winding up of its activity.

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Siège social : 84, rue Charles Michels - Hall A - 93200 Saint Denis - France

Mise à jour le 6 décembre 2018

PAYMENT

Our invoices are payable to the head office.

Unless otherwise stipulated, invoices are payable upon receipt; only the actual collection of the cheque amount, of a draft, the receipt of a bank transfer or payment made to our bank by letter of credit shall be deemed as full payment within the meaning of the general terms and conditions; in no event may payments be suspended or be subject to any compensation without the prior written consent of our Company.

Only sales of less than 1200 Euros excluding taxes (one thousand two hundred Euros) are payable in cash without a deposit and sales to clients who do not have an account are payable prior to the collection of goods. Our invoices, regardless of their date, are payable upon the date the goods are made available. Payments may not be deferred unless the client, in the event of a dispute, obtains from the seller or from the courts the authorization to deposit the amounts due and which relate to the concerned services with an approved escrow agent. The sale, the contribution, the pledge, the hiring or the placing under lease-management by the client of its ongoing business or of any other part of its material, renders all of our outstanding invoices immediately payable. In the event of the obvious deterioration of the client's credit status, we shall have the right to request any guarantees which we deem appropriate.

The non-return within eight days of a draft presented for acceptance renders its amount immediately payable. Any default in payment, even partial, of an amount due by the client automatically renders all outstanding amounts payable, minus any outstanding debts we have towards the client, including those payable by terms already accepted by us. All sums due immediately incur, upon formal notice, interest as of the date they are payable at the legal rate increased by 7 points. A partial payment is assigned in priority to such late interest, then to the client's oldest debts.

Any cancellation in the conditions set forth hereabove, as well as the cancellation of a confirmed order by the client, obliges the client to make a cash payment for products which have been manufactured or which are being manufactured, as well as any costs incurred and the loss of income on ordered which have been cancelled but not executed, upon the simple presentation of an invoice.

PENALTY CLAUSE

After sending formal notification, any recovery fees incurred give rise to the payment of 15% (fifteen percent) of the sums due, with a minimum of 200 Euros (two hundred Euros) without prejudice to the late interest set forth hereabove.

JURISDICTION

Any relations between our clients and us, as well as the interpretation or the application of these general terms and conditions of sale are governed by French law.

Sole competence is given to the courts in the location of our head office for any dispute, even in the event of the introduction of third parties, summary proceedings or multiple defendants.

USE AND MAINTENANCE RECOMMENDATIONS

The stone may be damaged or stained when being laid by substances it comes into contact with (adhesives, filler, cements, lime, sand, primers, etc.).

A prior and systematic test should first be carried out on each sample.

FLOORS

According to NF B 10-601, DTU 52.1 and 52.2, NF EN 1341 DTU 43.1

General rules :

- Do not wet the stone or the support before laying.
- Do not wet or cover with an impermeable film after laying.
- The sealing mortar must be mixed with a minimum of water.
- Distribute the natural shades of the stone by mixing harmoniously. (Presented "dry" to check the final result)

Interior :

- Cutting of capillaries and desolidarization by the interposition of an impermeable film (Polythene or similar) between the support and the mortar including reliefs.
- Peripheral and separating joints filled with flexible waterproof filler every 36m² or 6 ml maximum, except for heated floors: 20 m² or 5 ml maximum).
- Joints between tiles of 1mm minimum.
- Laying on dry support which is at least 2 months old.

Exterior :

- Drainage course between concrete support and mortar.
- Peripheral drainage attached to an outlet.
- Separation of surfaces every 20 m² by flexible waterproof joints.
- Resistant peripheral joints with an elastomeric mortar.
- Joints between tiles of 5 mm minimum, filled with cement mortar.
- Slopes greater than 1.5 cm/m with a cement support and stone surface.
- On water tightness: direct laying prohibited, separation every 10 m².
- Prohibition to lay during freezing weather conditions or with anti-frost equipment

WALLS

According to NF B 10-601, DTU 55.2, CPT 3266 of CSTB, DTU 20.1.

General rules :

- Cutting of capillaries at the bottom of the wall or surface.
- Protection of the upper part with a skirting board, plank, flashing.

MAINTENANCE

Remove dust by sweeping and vacuuming and washing with clean water with a damp mop or with a mechanic brush with a minimum of water, adding chemically neutral soap if necessary (*savon de Marseille* in flake form for example).

Prohibit the use of cleaning products which contain oxidants or free alkalines (sodium carbonate, potassium carbonate, bleach, ammonia,...); acid-based products, even diluted, abrasive products, denatured or tinted caustic products

TREATMENTS OF SURFACES

The treatments carried out on surfaces after laying such as planing, filling, polishing, crystallization, constitute additional works which must be confided to professionals. The application of waterproofing, of an anti-graffiti product and of synthetic resins may only be carried out on a dry support and free of capillary action. Totally prohibited in certain cases, it is carried out under the responsibility of the manufacturer of the products and of the applicator.

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