

CUSTOMER CONTRACT OF SALE - TERMS AND CONDITIONS OF ORDER

The following Terms and Conditions of Order apply to all orders placed with Zammit Concrete Works Ltd. With receipt of your signature on the "Sales Contract/Order Confirmation" on the reverse page of this document for the ordering of the Products (which for the purposes hereof shall mean the products and materials used as well as the workmanship relating to the laying thereof and Natural Stones supplied by Zammit Concrete Works Ltd., you as Customer formally agree to all these terms and conditions as a binding contract in terms of law.

1. Use or Wear – Zammit Concrete Works Ltd. makes no warranty of any kind, whether expressed or implied, with respect to the Products' particular use, regardless of whether or not Zammit Concrete Works Ltd. or any of its representatives have been advised of any specific use to which the Products shall be placed. Zammit Concrete Works Ltd. is not liable for any wear, tear or environmental or climatic conditions, or the Customer's placement or use of the Products.

2. Warranty – Zammit Concrete Works Ltd. guarantees its Products to be free of defect as the time of delivery but retains the right to repair the defect as a remedy. Expansion and contraction of the Products, choice of materials, design chosen by designer or Customer, hairline cracks and shrinkage (excess of water in concrete material) of concrete shall not be considered as a defect and Zammit Concrete Works Ltd. will not be held responsible. To avoid discrepancies in levels of concrete, supply of concrete (between one truck supply and another) must be a continuous supply without any delays. Delays of supply of material may result in defected joints.

3. Limitation of Liability – Any claim by the Customer shall be limited to the value of the Products ordered in terms of the Sales Order. Under no circumstances shall Zammit Concrete Works Ltd. or any of its employees be liable for any damages for personal injury, loss of use and/or earnings, direct or indirect, incidental, consequential or any other damages incurred or suffered by the Customer or those claiming through the Customer arising from or in connection with the Products. Furthermore, Zammit Concrete Works Ltd. shall not be held responsible for any damage caused to the Products by third parties and any delays or extra work required for the rectification of such damage shall be charged for additionally and consequently Zammit Concrete Works Ltd. cannot accept any liability for the work not being completed within the contracted time. Zammit Concrete Works Ltd. shall not be held responsible for alterations in the colour of the final product due to weather conditions or quality of the concrete or production of natural stones.

4. No Alternate Terms – Zammit Concrete Works Ltd. hereby expressly rejects the terms and conditions of any other purchase order and Zammit Concrete Works Ltd. shall only sell its Products according to the terms and conditions herein stated.

5. Payment Terms and Conditions – (i) Payment of any balance due in relation to the Products shall be effected within seven (7) days from the issuing of an invoice by Zammit Concrete Works Ltd. Payments not effected within such period shall incur interest at the maximum rate allowed by law. If Zammit Concrete Works Ltd. has not received all balances due it may, at its option and without prejudice to any other action available to Zammit Concrete Works Ltd. in terms of this contract or at law: (a) Withhold delivery of all other orders, regardless of the status of any such orders, until the balance is paid in full and/or (b) Apply against balance due any Customers' deposits on other pending orders. Furthermore, Zammit Concrete Works Ltd. is not obliged to provide the Products in relation to any orders until Customer has replaced applied funds. (ii) Should the rate of Value Added Tax change and/or should any other form of taxation be imposed in such a manner as to effect the payment due for the Products, then such payment price shall be adjusted such as to include any tax increase or imposition.

6. Approvals, Delays and On-site Limitations – The signing of the Sales Order/Order Confirmation shall signify Customer's acceptance of design and specification of the Products. Customer must carefully review and approve any written descriptions, drawings, or finish samples if so provided by Zammit Concrete Works Ltd. as Products will be made to these specifications. Verbal approval by Customer shall have the same effect as a written approval. All time periods provided by Zammit Concrete Works Ltd. for the delivery of the Products are merely indicative as delay in delivery of the Products may be caused by various factors, *inter alia*, slow approval of project drawings or finish samples by Customer, unforeseen complications with availability of materials and thus Zammit Concrete Works Ltd. cannot be held responsible for any delays beyond its control.

7. Adjustment – If any alterations, additions or adjustments are required by the Customer then Zammit Concrete Works Ltd. cannot accept any liability for a variation in colour, pattern or shade.

8. Returns Policy – Any materials can be returned within 6 months from date of order and can only be returned in full boxes. Materials which are loose not packed in a box can be returned in a quantity of 1m².

9. Site facilities and working conditions – The Customer shall provide all the on-site facilities as may be required by Zammit Concrete Works Ltd. and should prepare the site beforehand for Zammit Concrete Works Ltd. to be able to carry out the necessary works in relation to the Products without any hindrance. Any cleaning up of the site shall be the responsibility of the Customer. Furthermore, the Customer shall ensure that the site is safe in accordance with all EU standards and regulations and if in default the Customer shall be held responsible for any losses incurred or damages sustained by Zammit Concrete Works Ltd. or any of its employees.

10. Amendments to Order – Zammit Concrete Works Ltd. shall have the right to refuse any request by the Customer to amend the Order, and should Zammit Concrete Works Ltd. refuse such amendment then the Customer shall accept the Product as per original Order and shall pay Zammit Concrete Works Ltd. in full for the Products as per Order.

11. Exclusions (Expansion Joints) – Zammit Concrete Works Ltd. shall make all the necessary cuts in the concrete in relation to expansion joints however an infill material and its application shall not be included in the price indicated in the Order Form or in any quotation given.

12. Cancellation of Order – Zammit Concrete Works Ltd. shall have the right to retain any deposits paid on account of any Order should the Customer opt to cancel the Order after the Customer has duly signed the Order Form.

13. Suspension of Works – In particular instances such as weather conditions, Zammit Concrete Works Ltd. may advise the Customer to temporarily suspend the works for the laying of the Products. In the event that the Customer would insist that Zammit Concrete Works Ltd. continues with the works then Zammit Concrete Works Ltd. shall not accept any responsibility or liability of whatsoever nature arising from such circumstances.

14. Severability of Provisions – Should any one or more of the provisions contained herein, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

14. Arbitration - (a) Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of Malta Arbitration Centre as in force at the date on which such dispute, controversy or claim arises.

(b) The number of arbitrators shall be one and shall be appointed by agreement between the parties. Should the parties not agree on the person who shall be appointed as arbitrator within fifteen (15) days from the date on which the dispute, controversy or claim arises, the arbitrator shall be appointed by the Malta Arbitration Centre.

(c) The place of arbitration shall be Malta.

(d) The language to be used in the arbitral proceedings shall be English.

(e) The applicable substantive law shall be the law of Malta.

15. Disputes between The Contractor and The Client – This clause is applicable when Zammit Concrete Works Ltd. is contracted as a subcontractor. For the sake of this clause, Zammit Concrete Works Ltd. will be referred to as "Zammit Concrete Works Ltd.", the contractor contracting Zammit Concrete Works Ltd. to perform works to a third party will be referred to as "The Contractor" and "The Contractor's" client will be referred to as the Client. "In cases where disputes arise between the 'The Contractor and the Client', so long as Zammit Concrete Works Ltd. has completed the works as per above agreement, Zammit Concrete Works Ltd. shall not be held liable and as such, The Contractor will settle any balances due as per agreement."

16. Protection & use of Data: Zammit Concrete Works Ltd. will use personal data only for the purposes allowed by law under the Data Protection Act of 2001. Zammit Concrete Works Ltd. may in the future use this data to notify you of any new products. If you do not wish to receive any information from Zammit Concrete Works Ltd., please advise Zammit Concrete Works Ltd. in writing.

17. Disclaimer: Natural stone is a product of nature and variations are an inherent part of the stone. Variation in shading, graining, veining and colour is expected. All quoted sizes and dimensions are approximate and may differ.