

## **Xclusive Marble Processing (PTY) Ltd. - Sales Terms and Conditions**

### **1. Company Background**

- I. XMP (Xclusive Marble Processing), located in Namibia, specializes in processing marble blocks into large format slabs of 2 cm and 3 cm thickness.
- II. Offers various surface finishes: polished, honed, leathered, and brushed.
- III. Marble slabs are reinforced with resin and netting for extra strength and durability.
- IV. Marble is sourced from Namibia Marble and Granite, specifically featuring the Namibia White Rhino, a registered trademark.
- V. At XMP Namibia, we pride ourselves on providing high-quality marble slabs sourced from Namibia, which undergo strict quality control at every stage of the production process. Our aim is to offer a transparent, fair, and efficient selection process for our agents and customers, ensuring clear communication regarding material appearance and quality.

### **2. Agent and Customer Selection Procedures**

- I. Customers and agents can view the full product range on XMP's online shop at <https://shop.xmpnam.com> depending on availability of material at that time, but in most cases, your sales agents will formulate a selection for your convenience and discuss with you the details.
- II. High-definition photos and videos (available upon request) of marble slab bundles, including detailed measurements, dimensions, and grading, are provided. XMP has done its best to photograph the slabs, but it needs to be considered that photographing white slabs is very difficult, and we have done our best to display the slabs as realistically as possible. Slight variations can occur.
- III. The commercial size of slabs is measured with an automatic scanner and invoiced accordingly, measuring the largest square that can fit inside the slab.
- IV. Customers confirm and accept the following bundle characteristics when placing an order:
  - Slab thickness
  - Slab measurements
  - Quantity of slabs
  - General Whiteness factor
  - Pattern movement, overall aesthetics
  - Overall design of the slabs

### **3. Packaging**

- I. Marble slabs are packed in bundles and placed into a wooden crate as final packaging. All marble bundles, slabs, and crates are marked: Made in Namibia as per the regulation requirements. All slab surfaces face the inside of the bundle to ensure protection during transit. All our wooden crates are heat-treated to ISPM-15 standards, and additionally, the

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container is fumigated with aluminium phosphide. Certificates of heat treatment and fumigation are placed on the outside and inside of the containers for reference, including packing lists and various reference documents.

- II. When customers select bundles to place an order, we request that the customer chooses the full range of bundles derived from a block. We have had instances where clients select only 3 of 4 bundles, leaving 1 bundle in the store, which reduces the ability to sell that bundle as a single unit.
- III. A maximum of 8 bundles can be loaded per 20-foot container. The maximum allowable weight must be communicated to XMP for the region of delivery to ensure compliance with weight regulations.

### **4. Terms and Conditions**

- I. **Selection Responsibility:** Customers are solely responsible for their selections and cannot claim dissatisfaction with chosen materials after the order is placed.
- II. **Defect Liability:** XMP's liability is limited to material quality or surface defects only.
- III. **Natural Stone Fissures:** (excluding open cracks and large pits)
  - Customers should be aware that natural stone, including marble, inherently contains fissures, veins, and natural variations that contribute to its unique aesthetic and individuality.
  - These characteristics are not considered defects but rather an integral part of the stone's natural formation process, resulting in distinct patterns and unique slab appearances.
  - Some fissures may appear as slight indentations or surface variations; however, they do not compromise the structural integrity or durability of the material.
  - All slab faces are treated with epoxy resin to reduce the presence of fissures but can still be present due to the final finishing process of the slab surface. Polished surfaces are more prone to fissures compared to honed finishes.
  - XMP ensures that all slabs meet industry standards by applying professional finishing techniques to reinforce and enhance the stone while still preserving its natural beauty.
  - Customers acknowledge and accept the presence of natural fissures, overall aesthetics, pattern and colour variations when making a purchase, as they are a fundamental characteristic of genuine white rhino marble and contribute to the uniqueness of each slab.

### **5. Material Claims and Defects:**

- I. Claims can only be made based on quality defects that are detected upon receipt of the material.
- II. Unloading Procedures, video and photographic evidence needs to be followed and presented. Note, the unloading procedures policy on this inside of the container door.

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- III. These defects must be reported within 21 days from delivery. Claims will not be processed for completed shipments after the claim period of 21 days. The shipment will be regarded as accepted and no claims for this shipment can be placed in the future.
- IV. A claim will be investigated if there is a verifiable manufacturing defect, such as cracks or surface damage not visible in the provided photos and videos.
- V. If a claim is approved by XMP, a credit note will be issued for the agreed amount. However, claims for expenses related to ocean freight will not be covered. Claims can only be made for the material itself and not for any associated shipping or freight costs.

### **6. Acknowledgment and Acceptance:**

- I. By confirming your selection and proceeding with the payment, you acknowledge and agree to the following:
  - I. You have reviewed all the material details, including photos and videos.
  - II. You understand that the material is selected based on the visual representation provided, and no claims regarding the appearance or design will be accepted upon delivery.
  - III. You agree to the payment terms and will not hold XMP responsible for any delays or additional costs resulting from non-payment or payment delays.
  - IV. You understand that all claims must be related to quality defects only and must be filed within 21 days of delivery.
- II. This procedure must be signed and returned as your formal acceptance.

### **7. Force Majeure:**

XMP will not be held liable for delays or failures caused by unforeseeable circumstances beyond its control, such as natural disasters or political disruptions.

### **8. Payment Terms:**

- I. 100% Advance Payment (3% Discount): Customers paying the full invoice upfront will receive a 3% discount.
- II. 10% Advance Payment and 90% CAD (Cash Against Documents): Customers must pay 10% upfront, with the remaining 90% due 14 days before container arrival at the destination port.
- III. 90 Days Payment Terms (Special Agreement): Available only with prior credit approval and a bank guarantee, with payment due 90 days from the Bill of Lading date.
- IV. Sales terms are Free on Board (FOB), and no shipments will be processed until the required prepayment is received.
- V. Any costs incurred due to delays in releasing the container, including storage or demurrage fees, will be at the customer's expense. XMP will not be liable for any such costs.

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### **9. Insurance and Risk:**

- I. Risk transfers from XMP to the customer upon delivery of the container to the port or shipping line container storage.
- II. Insurance coverage during shipping will be detailed based on agreement terms.
- III. We suggest that customers take out insurance for ocean freight to cover potential damages to containers and products caused by handling, transshipment, or transportation at the delivery location.
- IV. XMP, in some instances at extra cost to our company, installs impact detectors on the containers to monitor the G-forces the container experiences while in shipment status. Should the impact indicators show a red notification, this means that the container experienced a high-force impact and that the possibility exists that the products inside the container may have been compromised and possible damage may have occurred. We suggest that video and photographic evidence is made of the impact indicators showing the RED signal upon delivery and before opening the doors of the container to make videos of your inspection. Before removing any items, it is advisable to contact your shipping line to investigate your findings for a possible claim. The impact indicators are installed for your advantage when dealing with insurance claims.

### **10. Disclaimer:**

- I. Customers are responsible for ensuring that the selected materials meet their desired specifications and requirements prior to finalizing the order.
- II. XMP shall not be held liable for indirect, consequential, or incidental damages arising from the use or misuse of the materials provided.
- III. Customers/agents, not accepting the terms and conditions, indemnify XMP from all liability and no warranty is provided.

### **11. Legal Jurisdiction:**

All legal disputes will be governed under Namibian law.