

ASTONESA

General Terms and Conditions of Sale

Business-to-business sales of natural stone, processed stone products and related services

Operator: CFSTREAM TRADING, SAS with share capital of EUR 40,000

Registered office: 5 Rue Joseph Marsal, No. 103 Porte B, 66000 Perpignan, France

RCS: 913 037 529 R.C.S. Perpignan | SIRET: 913 037 529 00033 | VAT: FR21 913037529

IMPORTANT - These Conditions apply exclusively to professional customers acting for business purposes. ASTONESA is a trademark operated by CFSTREAM TRADING and has no separate legal personality. All quotations, orders, invoices and contracts are entered into by CFSTREAM TRADING.

1. Scope, Definitions and Priority

1.1 These General Terms and Conditions of Sale (the “Conditions”) govern all offers, quotations, order confirmations, sales and supplies of products and related services marketed under the ASTONESA trademark by CFSTREAM TRADING (the “Seller”) to any customer acting in the course of its trade, business or profession (the “Buyer”).

1.2 “Products” includes, as applicable, blocks, slabs, cut-to-size pieces, tiles, cladding elements, decorative stone items and other products manufactured from or incorporating marble, granite, onyx, travertine, quartzite or other natural stone, together with any agreed processing, finishing, packaging, inspection or logistics service.

1.3 These Conditions prevail over any inconsistent terms contained in the Buyer's purchase order, procurement conditions or other documents, unless the Seller expressly accepts those terms in a document signed by an authorised representative. Any special terms stated in the Seller's quotation or Order Confirmation prevail over these Conditions to the extent of any inconsistency.

1.4 For international shipments, the Incoterms® 2020 rule expressly stated in the Order Confirmation forms part of the contract and governs delivery, allocation of costs and transfer of risk. Trade terms are interpreted in accordance with Incoterms® 2020 published by the International Chamber of Commerce.

2. Quotations and Formation of Contract

2.1 Website content, catalogues, photographs, samples, stock indications, technical information and price indications are invitations to enquire only and do not constitute a binding offer unless expressly identified as such.

2.2 Unless a different validity period is stated, a quotation is valid for seven (7) calendar days and may be withdrawn before acceptance where stock, freight, currency, raw material availability or production capacity changes materially.

2.3 No contract is formed until the Seller issues a written order confirmation (the “Order Confirmation”), accepts the Buyer's signed quotation, or otherwise confirms the order in writing. A pro forma invoice alone does not oblige the Seller to supply until any required deposit or advance payment has cleared.

2.4 The Buyer is responsible for checking all dimensions, quantities, drawings, finishes, edge details, tolerances, delivery information, Incoterm, destination requirements and other specifications before the Order Confirmation is issued.

2.5 Any amendment, suspension or cancellation requested by the Buyer after contract formation requires the Seller's prior written consent. The Seller may charge all resulting costs, including reserved material, quarry or factory commitments, processing, packaging, storage, freight cancellation charges and reasonable administrative costs. Bespoke or cut-to-size Products may not be cancelled once production has commenced except with the Seller's express written agreement.

3. Natural Stone Characteristics and Samples

3.1 Natural stone is a geological material. Variation in colour, shade, veining, crystalline structure, fossil content, texture, grain, fissures, pores, pinholes, mineral inclusions and surface movement is inherent and is not, by itself, a defect or non-conformity.

3.2 Samples, showroom pieces, digital renders, photographs and videos are indicative of general appearance only. Lighting, screen calibration, camera processing, block selection, slab sequence, surface finish and natural

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Effective date: 20 September 2026

variation can materially affect appearance. A sample does not guarantee uniformity across a block, slab lot or project.

3.3 Resin filling, mesh backing, reinforcement, patching, waxing and similar industry-standard treatments may be used where appropriate to stabilise or finish natural stone. Such treatment does not constitute a defect where consistent with the agreed specification and normal trade practice.

3.4 Where colour range, vein movement, book-matching, dry-lay approval, slab numbering or specific selection criteria are critical, those requirements must be stated in writing and accepted in the Order Confirmation. Additional selection, photography, dry-lay, inspection or reservation services may be chargeable.

4. Specifications, Dimensions and Tolerances

4.1 Products will be supplied in accordance with the specifications stated in the Order Confirmation and, where applicable, relevant agreed European or international standards. Unless expressly guaranteed, stated dimensions and thicknesses are nominal and subject to normal production tolerances for natural stone.

4.2 The Buyer must provide complete and accurate drawings, cutting lists, templates and fabrication information. The Seller is not responsible for errors arising from incorrect or incomplete Buyer-supplied information.

4.3 Technical advice is given in good faith based on information supplied by the Buyer. The Buyer remains responsible for determining suitability for the intended application, substrate, fixing method, climatic exposure, structural loading, slip resistance, sealing, maintenance and compliance with project-specific rules.

5. Prices, Taxes and Additional Costs

5.1 Unless otherwise stated, prices are in euros (EUR), exclusive of VAT and exclusive of import duties, customs charges, destination taxes, banking charges, inspections requested by the Buyer, demurrage, detention and other destination costs.

5.2 The price includes only the Products and services expressly listed in the Order Confirmation. Crates, A-frames, special export packaging, fumigation, certificates, third-party inspections, extraordinary storage, special handling and project-specific testing are chargeable where stated or subsequently requested.

5.3 Where a quotation expressly permits price adjustment, the Seller may adjust the price to reflect documented changes in freight, energy, raw materials, customs measures, exchange rates or taxes occurring after quotation and before dispatch. No adjustment applies where the Order Confirmation expressly states that the price is firm and fixed.

6. Payment

6.1 Payment terms are those stated in the Order Confirmation or invoice. Unless otherwise stated, the Seller may require full payment in advance or a deposit before reserving material or commencing production, with the balance payable before dispatch or release of shipping documents.

6.2 Payments must be made in cleared funds, without set-off, deduction, counterclaim or withholding except where required by mandatory law. Bank charges are borne by the Buyer unless otherwise agreed.

6.3 Any amount unpaid when due automatically bears late-payment interest, without prior notice, at the rate stated on the invoice or, if no rate is stated, at a rate equal to three times the French statutory legal interest rate, without prejudice to any higher rate permitted by applicable law. For professional debtors subject to French law, a fixed recovery indemnity of EUR 40 per overdue invoice is also due, together with additional reasonable recovery costs where legally recoverable.

6.4 If the Buyer fails to pay when due, the Seller may suspend production, refuse release of goods or documents, cancel any undelivered balance, require adequate security and declare all outstanding sums immediately due, without prejudice to other remedies.

7. Retention of Title

7.1 To the fullest extent permitted by law, title to the Products remains with the Seller until the Seller has received full payment of all sums due in respect of those Products, including principal, interest and ancillary charges. Risk may pass before title in accordance with the applicable Incoterm.

7.2 Until title passes, the Buyer shall keep the Products identifiable, properly stored and insured and shall not create any security interest over them. If the Buyer resells Products in the ordinary course before title passes, it shall preserve the Seller's rights to the extent permitted by applicable law.

8. Delivery, Risk and Logistics

8.1 Delivery dates are estimates unless the Order Confirmation expressly states that a date is binding. Production and shipment schedules may depend on quarry extraction, block selection, slab yield, processing, inspection, packing, port operations, vessel schedules and carrier availability.

8.2 The applicable Incoterms® 2020 rule and named place or port stated in the Order Confirmation determine delivery, transfer of risk and allocation of transport-related costs. If no Incoterm is stated, delivery occurs when the Products are handed to the first carrier, and risk passes at that time, unless mandatory law provides otherwise.

8.3 Where the Seller arranges carriage beyond the contractual delivery point as an additional service, it may do so as agent or principal as stated in the Order Confirmation. Carrier delays, port congestion, customs holds, demurrage, detention and storage after transfer of risk are for the Buyer's account unless caused by the Seller's proven breach.

8.4 The Buyer must provide timely and accurate delivery, customs, consignee, importer-of-record and documentation instructions. Costs caused by incorrect, incomplete or late instructions are borne by the Buyer.

9. Inspection, Acceptance and Claims

9.1 The Buyer shall inspect packaging and apparent condition immediately upon delivery and shall make all reservations against the carrier in the form and time required by applicable transport law and the transport document.

9.2 Apparent shortages, breakage, wrong items or visible non-conformities must be notified to the Seller in writing, with photographs and supporting documents, within three (3) business days after delivery, unless a shorter mandatory carrier deadline applies. Hidden defects must be notified promptly after discovery and, in all cases, within the applicable legal limitation period.

9.3 No claim may be made for characteristics disclosed or reasonably visible before acceptance, or for natural variations described in Clause 3. The Buyer must not install, cut, glue, fabricate or otherwise process Products alleged to be non-conforming without first giving the Seller a reasonable opportunity to inspect them. Processing or installation may constitute acceptance of visible characteristics.

9.4 Where a claim is justified, the Seller may, at its option and subject to mandatory law, repair, replace, issue a credit, or refund the price of the affected Products. The Seller is not responsible for removal, reinstallation, fabrication, project delay or consequential costs unless expressly accepted in writing or required by mandatory law.

10. Packaging, Storage and Handling

10.1 Export packaging is designed for the agreed transport mode and normal handling. Natural stone is heavy and fragile; the Buyer is responsible for safe unloading, lifting, storage and site handling after risk has passed.

10.2 Slabs and fabricated pieces must be handled using suitable equipment and competent personnel. Failure to use appropriate A-frames, clamps, lifting devices, spacers, protection, storage angles or weather protection may cause breakage or staining and is outside the Seller's responsibility after transfer of risk.

11. Compliance, Export Controls and Sanctions

11.1 Each party shall comply with laws applicable to its performance, including customs, import/export control, sanctions, anti-bribery, anti-money laundering and product documentation requirements.

11.2 The Buyer shall not request, purchase, resell, export or re-export Products in violation of applicable sanctions or export-control rules and shall provide end-user, destination and compliance information reasonably requested by the Seller.

11.3 The Seller may suspend or terminate performance without liability where it reasonably believes that performance would breach applicable law, sanctions, banking restrictions or a competent authority's requirement.

12. Intellectual Property and Brand

12.1 ASTONESA is a trademark operated by CFSTREAM TRADING. No sale transfers any right in the ASTONESA name, logos, product names, photography, catalogues, technical documents, renders, designs or other intellectual property.

12.2 The Buyer may use product images and brand assets only where the Seller has expressly authorised such use and subject to any brand guidelines or licence conditions. No Buyer may register or attempt to register any identical or confusingly similar mark, domain name, social-media handle or trade name.

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12.3 Buyer-supplied drawings and trademarks remain the Buyer's property. The Buyer warrants that the Seller's use of those materials to perform the order does not infringe third-party rights.

13. Confidentiality

13.1 Each party shall keep confidential all non-public commercial, technical, sourcing, pricing, client, supplier and operational information received from the other party and shall use it only for performing or evaluating the business relationship.

13.2 In particular, quarry, processor, factory and supply-chain identities disclosed by the Seller are confidential business information and may not be contacted, bypassed, disclosed or used outside the agreed transaction without the Seller's prior written consent, to the extent permitted by applicable law and any separate non-circumvention agreement.

13.3 Confidentiality obligations do not apply to information that is lawfully public, independently developed, already lawfully known, or required to be disclosed by law or competent authority. These obligations survive for five (5) years after the relevant contract ends, except for trade secrets, which remain protected for as long as they qualify as trade secrets under applicable law.

14. Force Majeure and Hardship

14.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control that qualifies as force majeure under Article 1218 of the French Civil Code, including natural disaster, war, civil unrest, epidemic, strike external to the affected party, embargo, governmental restriction, port closure, serious transport disruption, energy interruption or comparable event.

14.2 The affected party shall notify the other party and use reasonable efforts to mitigate the effects. Obligations are suspended for the duration of the force majeure event. If the event continues for more than sixty (60) days and materially prevents performance, either party may terminate the affected unperformed part of the contract by written notice, without prejudice to payment for Products or services already supplied.

14.3 Where unforeseen circumstances make performance excessively onerous without making it impossible, the parties shall discuss in good faith an appropriate commercial adjustment. This clause does not prevent either party from relying on any mandatory rights under applicable law.

15. Liability

15.1 The Seller is liable only for direct, foreseeable loss caused by its proven breach. To the fullest extent permitted by law, the Seller is not liable for loss of profit, revenue, production, opportunity, contract, reputation, data or goodwill, or for indirect or consequential loss.

15.2 Subject to Clause 15.3, the Seller's aggregate liability arising from or relating to a specific order shall not exceed the net price paid or payable for the Products giving rise to the claim.

15.3 Nothing in these Conditions excludes or limits liability where exclusion or limitation is prohibited by mandatory law, including liability for fraud, wilful misconduct, gross negligence where it cannot lawfully be limited, death or personal injury caused by negligence, or breach of an essential obligation where a limitation would deprive that obligation of its substance.

16. Compliance with Project and Destination Requirements

16.1 Unless the Seller expressly undertakes otherwise in writing, the Buyer is responsible for verifying that the selected Product, finish, thickness, treatment and installation method satisfy architectural, structural, fire, slip, façade, accessibility, environmental, import and other project or destination requirements.

16.2 Certificates, declarations, test reports or technical data are supplied only where agreed and available. Country-specific testing or certification requested after contract formation may affect price and schedule.

17. Termination

17.1 The Seller may terminate or suspend a contract where the Buyer commits a material breach and fails to remedy it within a reasonable period after notice, becomes insolvent, ceases business, fails to provide agreed security, or where continued performance would expose the Seller to a material legal or compliance risk.

17.2 Termination does not affect accrued rights, payment obligations, title, confidentiality, intellectual property, dispute resolution or any provision intended to survive termination.

18. Governing Law and Jurisdiction

18.1 These Conditions and each contract governed by them are governed by the laws of France. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded, unless the Order Confirmation expressly provides otherwise.

JURISDICTION - WHERE LEGALLY EFFECTIVE, ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT BETWEEN THE SELLER AND A PROFESSIONAL BUYER SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF PERPIGNAN, FRANCE. WHERE A MANDATORY RULE PREVENTS SUCH CHOICE, JURISDICTION SHALL BE DETERMINED BY THE APPLICABLE MANDATORY RULES.

18.2 Before commencing proceedings, the parties shall use reasonable efforts to resolve the dispute through good-faith commercial discussions. This does not prevent either party from seeking urgent interim or protective relief.

19. General

19.1 If any provision is invalid or unenforceable, it shall be limited or severed to the minimum extent necessary and the remaining provisions remain effective.

19.2 Failure or delay to exercise a right is not a waiver. A waiver is effective only if made in writing by the party granting it.

19.3 The Buyer may not assign the contract without the Seller's prior written consent. The Seller may assign or subcontract performance to an affiliate or qualified third party while remaining responsible for its contractual obligations, except where the Order Confirmation provides otherwise.

19.4 Electronic signatures, scanned signatures, email acceptances and electronically issued order confirmations may be used to evidence agreement, subject to applicable law.

20. Contact

All contractual notices and formal correspondence should identify the relevant quotation or order number and be sent to CFSTREAM TRADING, 5 Rue Joseph Marsal, No. 103 Porte B, 66000 Perpignan, France, or through the official contact channel published on the ASTONESA website.

These Conditions replace prior website versions for ASTONESA transactions from the effective date stated above, unless a specific contract incorporates an earlier version.