

TERMS AND CONDITIONS

1. SUPPLY OF STONE

- 1.1 Stone is a natural product which varies in colour and will contain markings, small holes, fractures, imperfections and flaws, some of which may be artificially filled and therefore:
- 1.1.1 any subsequent order of the same stone will likely not come from the same batch; colour and veining differences are to be expected as stone is a natural product.
- 1.1.2 Tolerances: Thickness calibrations where applicable are subject to a nominal variation of +/- 3mm.
- 1.1.3 Due to the unique character of natural stone, images of the Seller's goods represented on websites or sales literature are for illustration purposes only and not to be relied upon as the basis of a decision to purchase.

2. PERFORMANCE OF STONE

- 2.1 Natural stone is prone to staining. Although it can be protected with a substance to increase resistance to staining, it is not stain-proof and cannot be protected against etching from i.e. acidic substances. The Seller highly recommends that the material is treated periodically with a protective product to maintain this resistance.
- 2.2 It is for the Buyer to decide if the material is fit for their purpose and no warranty is given by the Seller unless agreed specifically in writing as performance of different materials will vary in different circumstances.
- 2.3 Stone should be professionally installed and any chemical treatments applied in accordance with manufacturer's instructions for optimum performance.
- 2.4 It is the Buyers responsibility to ensure that all surfaces and substrates are prepared and installed for the stone or products with regard to movement, weight, or any other structural issues. Any advice given on these matters or chemical treatments by the Seller is general and subject to the further approval of the Buyer's professional advisers.
- 2.5 Should the Buyer require any other information please view our website which has suggestions on care and maintenance.

3. QUOTATIONS

- 3.1 All quotations or estimates are valid for 30 days, while stocks last (whichever occurs first) and is based on information supplied by the Buyer.
- 3.2 The Buyer is responsible for confirming that the calculated dimensions and square metre requirement is correct. The Seller cannot be held responsible for insufficient or surplus amounts being delivered resulting from advised requirements.
- 3.3 The Seller may charge for additional call outs required that are the result of the customer changing requirements.
- 3.4 Lead times are approximate, from full and final instructions, the receipt of a deposit and subject

to selected material arriving and performing as expected.

- 3.5 Key dates if changed may mean that the company cannot guarantee to adhere to initially planned/agreed timescales with regard to supply, manufacture and delivery.
- 3.6 Quotations will be dependent on accuracy of information provided and clear and legible instructions. Any drawings sent to the Seller for the purpose of a quotation must be fully dimensioned, accurate and to scale. The Seller cannot be held responsible for inaccuracies resulting from, omissions or inaccurate information received from the Buyer. Amendments must be in writing and may attract additional charge.

4. DELIVERY

- 4.1 Any dates quoted for delivery are made in good faith and will be adhered to as far as possible, however, time for delivery will be estimated.
- 4.2 The load will be delivered, at entrance of the premises or to the nearest and safest allowed point to the property.
- 4.3 The Seller will not be responsible for the delivery of goods by an independent carrier unless agreed otherwise in writing.
- 4.4 The Buyer is responsible to ensure there is Buyer's representative present at the premises to check and sign of the material.
- 4.5 Upon delivery, best practice is to handle products with care and store vertically on a protected surface to avoid chipping and allow for drying.

5. COLLECTION AND LAYBYE

- 5.1 a) Risk of damage or loss of the goods shall pass to the Buyer when;
- 5.1.1 in the case of goods to be collected, the Seller notifies the Buyer that the goods are ready for collection;
- 5.1.2 in the case of goods to be delivered by the Seller, at the time of delivery
- 5.1.3 in the case of goods delivered by an independent carrier, at the time of collection, unless otherwise agreed in writing
- 5.1.4 if the Buyer refuses or fails to take delivery, the time when the Seller has tendered delivery of the Goods.
- 5.2 Ownership and property in the goods sold and/or services rendered shall not pass to the Buyer until full payment in cash or cleared funds is made for the full price, including VAT is received by the Seller.
- 5.3 Destination will be the responsibility of the Buyer unless otherwise agreed in writing.

6. LIMITATIONS OF MATERIAL

- 6.1 No claims in relation to the supply of stone will be accepted after delivery.

- 6.2 Where the Seller is advised of the shortage, damage or defect upon delivery, and this is established, the Seller will at its option, make good on any shortage or non-delivery, alternatively refund the Buyer any excess payments received in respect thereof.

7. TERMS OF PAYMENT

- 7.1 Payment terms for installation are (i) 80 % deposit on material and (ii) 50% on labour before commencement of installation.
- 7.2 The balance remaining from the buyer must be cleared before delivery, collection or completion of installation of goods.
- 7.3 Payments are accepted by cash, eft and card transactions.

8. TEMPLATES AND CUTTING LIST

- 8.1 Prior to manufacture or processing of goods, all templates and cutting lists must be presented and checked by an authorised representative of the Seller and be signed by the Buyer or an agent of the Buyer as being in accordance with the Buyers instructions.
- 8.2 Drawings produced by the Seller are produced in good faith upon the information supplied by or obtained from. It is the responsibility of the Buyer to check the drawings for any inaccuracies or omissions.
- 8.3 Changes to original specification may result in additional charges and the Seller may charge for additional visits required that are the result of the customer not complying with template/ installation process where applicable.

9. CANCELLATION BY CUSTOMERS

- 9.1 A cancellation fee of 3% will be charged on the total laybye or invoice value.

10. CANCELLATION INFORMATION

- 10.1 Any cancellations relating to stock items made less than 24 hours prior to the delivery, template or installation, may result in additional charges.
- 10.2 Any cancellations relating to none stock items made after the material has been ordered will result in additional charges
- 10.3 To exercise the right to cancel, the Buyer must inform the Seller of the Buyer's decision to cancel an agreement or order in writing.

11. OUT OF SERVICES

- 11.1 The Seller does not undertake or perform any electrical works, plumbing, carpentry or construction work relating to an installation.
- 11.2 Arrangement for the above needs to be made by the Buyer prior to arrival of the fitment/ installation team.