

STONEWORLD

Stoneworld Ltd, Mintsfeet Industrial Estate, Kendal, Cumbria, LA9 6LZ | Tel. 01539 737 385

1. INTRODUCTION OF TERMS

- a) These Conditions shall apply to all contracts for the sale of goods by Stoneworld Ltd (hereafter referred to as 'the Seller') to an individual or company (hereafter referred to as 'The Buyer') to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- b) All orders for Goods & Services shall be deemed to be an offer by the Buyer to purchase Goods and Services pursuant to these Conditions.
- c) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by an authorised representative of the Seller.
- d) In the event that any of these Terms and Conditions of sale is deemed wholly or partly unenforceable by a Court of Law, the offending term or terms shall be severed to allow the remaining provisions to apply in full force.
- e) These terms and conditions do not affect the Buyers statutory rights under the laws of U.K.

2. SUPPLY OF STONE

- a) Stone is a natural product which varies in colour and will contain markings, small holes, fissures and flaws, some of which may be artificially filled and therefore:
 - i) unless otherwise agreed in writing this is not a sale by sample and no warranties can be offered to match material from a sample and
 - ii) any subsequent order of the same stone will not come from the same batch; colour and veining differences are to be expected as stone is a natural product.
- b) Selection of material to supply to the Buyer will be at the discretion of the Seller unless agreed in writing to the contrary.
- c) Selection of material by the Buyer from a batch, where agreed in writing will attract a premium cost.
- d) The supply of samples is at the discretion of the Seller and a charge may be applicable.
- e) Tolerances: Thickness calibrations where applicable are subject to a nominal variation of +/- 3mm. Size variation (length & width) has a nominal variation of +/- 1mm. Joint variation has a nominal variation of +/- 2mm, any joint over 1metre in length is subject to variance outside this stated tolerance and is at the sole discretion of the seller. Variance outside this range may occur and the Seller will not be liable unless specifically stated
- f) 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.

3. PERFORMANCE OF STONE

- a) Natural stone is liable to staining. Although it can be impregnated with a substance to increase resistance to staining, it is not stain-proof and cannot be protected against etching from acidic substances. We highly recommend that the material is treated periodically with a similar product to maintain this resistance.
- b) 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, (e.g. outdoors, a swimming pool or as a kitchen worktop). We can supply generic test data for all of our stones but the Buyer should arrange testing independently to verify suitability for their own project before they purchase.
- c) Stone should be professionally installed and any chemical treatments applied in accordance with manufacturer's instructions for optimum performance.
- d) It is the Buyers responsibility to ensure that all surfaces and substrates are prepared and adequate 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.

4. QUOTATIONS

- a) All quotations or estimates are valid for 30 days and are based on information supplied
- b) The Buyer is responsible for confirming that the calculated square metre requirement is correct. The Seller cannot be held responsible for insufficient or surplus amounts being delivered resulting from advised requirements.
- c) We may charge for additional visits required that are the result of the customer changing requirements
- d) Lead times are approximate, from full and final instructions, the receipt of a deposit and subject to selected material arriving and performing as expected.
- e) 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.
- f) Quotations will be dependent on accuracy of information provided and clear and legible instructions. Any drawings sent to us 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 from the Buyer. Later amendments must be in writing and may attract a penalty

5. DELIVERY

- a) Any dates quoted for delivery are made in good faith and will be adhered to as far as possible, however, time for delivery shall not be of the essence
- b) All deliveries are to roadside only. The load will be delivered, at the driver's discretion to the nearest and safest point to the property
- c) The Buyer must check the order on delivery for damage, shortages or defect. If the Buyer is unable to fully inspect at the point of delivery and there is any sign of damage, the Buyer or agent must note this on the driver's delivery note eg 'crate damaged', 'Stone / Worktop chipped' rather than Goods unchecked. The Buyer must advise us of any shortages, damage or defect within 48 hours unless a later inspection has been agreed in writing. Any damage or defect must be photographed and the goods and packing retained for inspection.
- d) Terms for delivery outside the UK must be confirmed in writing
- e) The Seller will not be responsible for the delivery of goods by an independent carrier unless agreed otherwise in writing.
- f) Upon delivery, best practice is to handle very carefully, remove packing and store vertically on a protected surface to avoid chipping and allow drying out

6. RISK, PROPERTY & LIABILITY

- a) Risk of damage or loss of the goods shall pass to the Buyer when:
 - i) in the case of goods to be collected, the Seller notifies the Buyer that the goods are ready for collection
 - ii) in the case of goods to be delivered by the Seller, at the time of delivery
 - iii) in the case of goods delivered by an independent carrier, at the time of collection, unless otherwise agreed in writing
 - iv) if the Buyer wrongfully fails to take delivery, the time when the Seller has tendered delivery of the Goods.
- b) Ownership and property in the Goods shall not pass to the Buyer until full payment in cash or cleared funds is made for the full price, including VAT, for the Goods and services provided by the Seller
- c) The Seller will not be liable for the goods whilst in transit by independent carriers unless agreed in writing. Transit insurance for goods collected by independent carriers for delivery to the Buyer's destination will be the responsibility of the Buyer unless otherwise agreed in writing.

7. LIMITATION OF LIABILITY

- a) No claims in relation to the supply of stone will be accepted after installation.
- b) Where the Seller is advised of a shortage, damage or defect within 48 hours of delivery, and this is established, we will at our option, make good any shortage or non-delivery; or replace or repair any damaged or defective Goods.
- c) The Seller shall not be responsible for any direct or indirect loss of profits, business or the imposition of a penalty or for any other special, indirect or consequential loss arising from a breach of contract with the Buyer.

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8. TERMS OF PAYMENT

- a) Payment terms for both the supply & installation of goods are 50% deposit before the template date, to secure an order unless otherwise agreed in writing.
- b) The balance remaining from the Buyer must be cleared before delivery, collection, or installation of Goods takes place.
- c) In the case of part deliveries, whether at the instigation of the Seller or the Buyer, staged payments may take place if agreed in writing.
- d) Payments are accepted by Card, Direct Bank Transfer or cheque once cleared.
- e) For account customers; full payment is required within 30 days after the month end of the original invoice date

9. TEMPLATES & CUTTING LISTS

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

10. DISPUTE RESOLUTION

- a) In the event of a dispute arising under a contract it will be subject to the laws of U.K and any proceedings will be within that jurisdiction.
- b) The terms of the Housing Grants, Construction and Regeneration Act 1996 Part 11 will be implied in default of a contractual provision where applicable.
- c) Adjudication: Either party may give notice at any time of his intention to refer a dispute to adjudication under a procedure complying with the provisions of the Housing Grants, Construction and Regeneration Act 1996 Part 11 s.108 where applicable.

11. CANCELLATION FOR CUSTOMERS

- a) Orders are processed swiftly and therefore cancellations should be notified and confirmed in writing to the Seller at the very earliest opportunity to minimise losses.
- b) Deposits are non-refundable unless otherwise agreed in writing by the Seller

12. CANCELLATION INFORMATION

- a) Any cancellations relating to stock items made less than 24 hours prior to the delivery, template or installation, may result in additional charges.
- b) Any cancellations relating to none stock items made after the material has been ordered will result in additional charges
- c) To exercise the right to cancel you must inform us of your decision to cancel this contract by clear statement in writing.

You may do this by emailing the office at sales@stoneworldltd.co.uk or by letter to our registered office at;

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