

Terms and Conditions of Sale

- 1 All contracts between Stone Connection (UK) Ltd ("the Company"), of Unit 11 Bypass Park Estate, Sherburn-in-Elmet, Leeds LS25 6EP and the person, firm or company who accepts the quotation from the Company for the sale of the goods or whose order for the goods is accepted by the Company, ("the Customer"), shall be governed exclusively by these Terms and Conditions of Sale. No variation or addition to these conditions shall be binding unless agreed in writing by an authorised representative of the Customer or the Company.
- 2 On receipt of an order, Stone Connection (UK) Ltd. will issue a formal order acknowledgement, which will confirm the relevant specification details and price. It will be the responsibility of the Customer to ensure that this acknowledgement correctly reflects its requirements and where the Customer has not given the Company a written order, a signed copy of the order acknowledgement must be returned.
- 3 A quotation given by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the Customer order. Upon receipt of templates any additions / variations to the order will be identified and costed accordingly. The Customer will be notified of any additional costs in writing and the Company will require acceptance of these charges in writing prior to manufacture.
- 4 The quality, quantity and specification of the goods shall be those set out in the order form, subject always to the following:
 - a. All natural material is subject to unique markings, veining and colour variation.
 - b. When samples have been submitted identical resemblance of the product supplied cannot be guaranteed.
 - c. Any descriptions of material offered are for guidance only and do not imply suitability for any particular purpose.
 - d. All thicknesses quoted are nominal and no liability is accepted for reasonable variations.
- 5 The price of the goods is the price stated in the Company's order acknowledgement. Unless otherwise stated, all prices are given exclusive of VAT which will be charged at the rate applicable at the time of delivery.
- 6 Customers who do not have a credit account with the Company will be required to make payment as follows:
 - 50% deposit with order (to include costs of templating, fitting and transport) and the balance 7 days prior to delivery and installation.
 - Where payments are made by Credit Card a 2½% Commission charge will be applied. The Company cannot accept payment on American Express Credit Cards.
- 7 Customers who have a Credit account with the Company will be required to make payment within 30 days of invoice, or within such other period as the Company shall agree in writing.
- 8 Where accounts remain unpaid beyond the due date, the Company reserves the right to charge interest at the rate of 3% p.a. above The Royal Bank of Scotland's base rate.
- 9 Delivery of goods shall be made by the Company as follows:
 - a. For goods being installed by the Company, on the date of completion of such installation.
 - b. Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of goods howsoever caused. The Company will endeavour to fulfil its agreed commitments to its Customers, however due to the vagaries in availability of materials used, we can only offer an expected time. The Company shall not be liable for failure to deliver goods if the failure is due to reasons beyond the Company's reasonable control.
- 10 Risk of damage to, or loss of, the goods shall pass to the Customer at the time of delivery, or, if the Customer wrongly fails to take delivery of the goods, the time when the Company has delivered the goods.
- 11 Notwithstanding any other provision of these conditions, Title in the goods shall not pass to the Customer until the Company has received full payment.
- 12 Until such time as the Title in the goods passes to the Customer the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company, and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods. If the Customer has re-sold the goods, the proceeds of such sale shall be held by the Customer as Trustee for the Company.
- 13 Subject to condition 4 above and the conditions set out below, the Company warrants that the goods will correspond with their description at the time of delivery.
- 14 The Company shall be under no liability in respect of any defect in the goods arising from any sample, drawing, design, specification or template supplied by, or on behalf of, the Customer.
- 15 The Company shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether verbal or in writing), misuse or alteration or repair of the goods without the Company's approval.
- 16 Any claim by the Customer for defective goods, or their failure to correspond with their description shall (whether or not delivery is refused by the Customer) be notified to the Company within three days from the date of delivery. If delivery is accepted and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure. In these circumstances the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.
- 17 Where any valid claim in respect of the quality of the goods is notified to the Company, the goods in question will be replaced free of charge. The Company shall then have no further liability to the Customer.

- 18 The Company reserves the right to review these Terms and Conditions from time to time and if this affects current Customer orders the Company will advise the Customer accordingly in sufficient time to allow the Customer to amend or terminate the contract by written notice.
- 19 Either party may immediately terminate the contract by written notice if the other becomes insolvent.
- 20 The following information is principally designed to address issues that arise when specifying and working with stone, slate, granite and marble (the material):
- a. All reasonable effort should be made by the Customer to ensure that cabinets are secured firmly to the wall, are level and have sufficient braces. It is also advisable to ensure the floor can support the weight. When handling the material the fitters are extremely careful, however no responsibility can be accepted for damage to cupboard fronts or wall fixings and we would advise Customers to remove them prior to fitting and / or remedial work.
 - b. Most material supplied by the Company is 30mm in thickness and most hobs supplied by manufacturers are in excess of this measurement. In the event that the fitters need to alter the cabinets by routing / cutting out sections or providing extra braces the fitters reserve the right to undertake the required work when installing.
 - c. Templating and granite fabrication is not an exact science and slight tolerances in both overhangs and thickness are to be expected. Every care is made when undertaking templating and installation work, but the Company cannot take responsibility for plaster damage etc. and it is deemed to be the responsibility of the Customer to make good these areas. Walls are rarely straight and as such natural wall gaps may occur. It is therefore advisable to have upstands fitted unless the Customer intends to tile to the top of the work surface. Information supplied by the customer at the time of order - such as 'cut-out' dimensions, overhangs, size of upstands, the positioning of 'cut-outs' and the like, in the form of templates, written or verbal instructions, is deemed to be the Customer's responsibility and no liability whatsoever can be taken for incorrectly advised dimensions or information.
 - d. Granite, marble and slate surfaces are not impervious and can be damaged. However, they can easily last a lifetime if properly cared for. Care must be taken to ensure any spilt liquids are mopped up immediately - such as hot oil, lemon juice, wine, detergents, alcohol and acidic substances.
 - e. For a long lasting finish the material should be treated at regular intervals. Please seek our advice for recommended cleaning, polishing and sealing products.
 - f. If a granite, marble or slate work surface is hit with something heavy it may be damaged. Under the Company's Terms and Conditions once a Customer's worktops are fitted, no responsibility can be taken by the Company for cracks or fissures appearing. To ensure your new worktops are not damaged use a chopping board as a preparation centre and take care not to drop heavy objects onto the surface.
 - g. The Company is happy to supply small samples of material. However, it must be remembered that granite, marble and slate are natural materials which vary in colour. The Company cannot, therefore, guarantee that the individual colour characteristics of the stone delivered and fitted, will precisely match the sample offered.
 - h. Natural stone is, by its very nature, a very dense, heavy material, weighing in excess of 90kg per square metre. The Company, therefore, reserves the right to add joints where it feels necessary to comply with reasonable manual handling guidelines and accessibility.
- 21 The interpretation and performance of these conditions, and any disputes arising under, or in connection with, these conditions, or the sale of goods, shall be dealt with under the jurisdiction of the English Courts.