

# STONE SURFACES

## TERMS AND CONDITIONS OF SALE

**1. ESTIMATES – 1.1** Estimates are issued in good faith based on job specifications received. If you want to purchase a Granite, Marble, or Composite Quartz Kitchen Countertop or Bathroom Vanity Units, to help you outline your requirements, we have listed the main details in our *Worktop Specifications Form*, which we need to be completed in order to provide you with an estimate. **1.2** If specifications are found to be different at survey / templating stage or on receipt of cutting list, Stone Surfaces reserve the right to issue an amended estimate, as required. **1.3** If there are any changes made after confirmation of order, or the kitchen / bathroom area is found to be different at the time of the site visit, we reserve the right to update our estimate which we will forward for final approval. **1.4** Each estimate will clearly outline the materials and services to be provided (e.g. Supply only, Supply and Installation) and the relative costs including any discounts applicable. **1.5** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Stone Surfaces shall be subject to correction without any liability on the part of the Stone Surfaces.

**2. MATERIALS – 2.1** Granite, Marble, Limestone and Quartzite are products of nature and are therefore subject to variations in colour, texture and shade. These are characteristics which emphasise the beauty of a natural material and are not to be considered a defect. **2.2** Samples supplied have an indicative validity only and hold no guarantee on uniformity of colour, grain or pattern unless specifically agreed in Writing between Stone Surfaces and the Client prior to commencement of job. **2.3** On choosing the material for your stone application, our staff will be happy to guide you through the different options available in materials and colours and advise on the different characteristics of each individual stone, to identify a suitable solution. In addition, you can refer to the 'Selection' section of our 'Maintenance Guidelines' to find out about the main characteristics to consider when choosing different types of Granite, Marble, Limestone or Composite Quartz for your Kitchen Countertop, Bathroom Vanity Unit, Floor / Wall Tiles, Cladding Panels. **2.4** Certain materials are more fragile than others and subsequently could break if sections are too long, Stone Surfaces reserve the right to place joints in the most suitable location, as the material dictates. **2.5** Material dimension tolerances (including thickness) are according to European Standards issued by Technical Committee CEN/TC 246 "Natural Stones" [ref. Slabs and cut-to-size products for vanity and kitchen tops; Slabs and tiles for wall finishes (internal and external), Modular tiles for flooring and stairs (internal and external)].

**3. ORDER CONFIRMATION – 3.1** On order confirmation, the Client is responsible for ensuring the accuracy of the terms (including any applicable specifications) submitted by Stone Surfaces, and for giving any necessary information relating to the materials and / or services within a sufficient time to enable us to perform the order in accordance with its terms. **3.2** Upon order confirmation, we require payment of deposit as per amount specified in the estimate payment plan. **3.3** No order may be cancelled by the Client except with the agreement in writing of Stone Surfaces. Any cancellations will result - unless otherwise agreed in writing - in a refund to Stone Surfaces of any expenses incurred (including the cost of all labour and materials used, damages, charges and expenses).

**4. COUNTERTOPS SURVEY / TEMPLATING – 4.1** A site survey will be arranged and a detailed template of your countertop – including position of all the joints – will be provided prior to production commencing. **4.2** It is the Client's responsibility to ensure that the sink and hob are on site prior to the arrival of our site surveyor and if you have chosen an under-mounted sink, the taps must also be available on site. **4.3** All the kitchen units must be fitted in place; if any parts of the kitchen are not in situ at the time of the survey, we reserve the right to apply any additional callout charges. **4.4** If there are any changes made after confirmation of order, or the kitchen area is found to be different at the time of the site visit, we reserve the right to update our estimate which we will forward you for final review and acceptance. **4.5** At template stage, we require further (or final) payment as specified in the estimate payment plan.

**5. FABRICATION – 5.1** Our turnaround time for fabrication of kitchen countertops / vanity units is approximately 5 days from survey date. Any dates quoted for delivery are approximate only and we cannot be held responsible for any delay in delivery of the countertop, however caused. **5.2** Time for delivery will not be of the essence unless previously agreed with the Client in writing. However, any changes in the delivery dates will be discussed and agreed in advance. **5.3** If any changes to the original specifications are requested by the Client during fabrication phase, we reserve the right to charge for any work carried out to that point and for any additional work / material required.

**6. INSTALLATION – 6.1** Prior to installation taking place, all the kitchen units must be in fitted, the hob, sink and tap must be disconnected; please note, you will have to make separate arrangements for any electrical, plumbing, carpentry or other work to be carried out subsequent to the countertop installation, as we do not perform or take responsibility for any of the above work. **6.2** On completion of installation all the work area will be cleared and the countertop will be cleaned and re-sealed, if necessary; we will require the sign-off from the Client at that stage. **6.3** Payment of the balance due must be made to our fitting team on completion of the countertop installation. **6.4** If any additional work is carried out in the kitchen area by other trades, we cannot be held responsible for any damages that may arise. Any repair or replacement work required at this stage will be charged for separately.

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## GENERAL TERMS

**7. PRICES – 7.1** All prices quoted are valid for 30 days only, after which time they may be altered by the Stone Surfaces without prior notice. **7.2** We reserves the right, by giving notice to the Client at any time before delivery, to increase the price of the Goods to reflect: **7.2.1** any increase in the cost to Stone Surfaces, which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other manufacturing costs); **7.2.2** any change in delivery dates, quantities or specifications for the Goods which is requested by the Client, or any delay caused by any instructions of the Client or failure to give Stone Surfaces adequate information or instructions. **7.3** The price is exclusive of any applicable Value Added Tax due.

**8. PAYMENT TERMS – 8.1** Payment must be carried out in accordance with the agreed Terms and Conditions as specified in the Estimate / Invoice. Receipts for payment will be issued only upon request. **8.2** The time of payment of the price is of the essence: if the Client fails to make any payment on the due date then, interest shall accrue and be payable on the amount unpaid (both before and after any judgement) at the rate prescribed for statutory interest pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2002, from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

**9. RESERVATION OF TITLE – 9.1** Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the property will not pass to the Client until Stone Surfaces has received in cash or cleared funds payment in full for the work and materials supplied and installed all other products agreed to be sold to the Client for which payment is then due.

**10. COMPLAINTS – 10.1** Any claim which is based on any defect in the quality or condition of the products or their failure to correspond with specification should be notified to Stone Surfaces within 7 days. **10.2** No claims for consequential material damage shall be accepted. **10.3** If the material supplied in slabs or tiles form, material should be inspected on delivery and any defect documented on the delivery docket. No claims will be accepted once the material has undergone fabrication and / or has been installed by a third party. **10.4** Where any valid claim in respect of any of the materials / products which is based on any defect in the quality or condition of same or their failure to meet specification is notified to Stone Surfaces in accordance with these Conditions, Stone Surfaces will be entitled to replace the materials / products (or the part in question). **10.5** Any Credit due will not be issued until goods are returned in full.

**11. WARRANTIES AND LIABILITIES – 11.1** Any advice or recommendation given by Stone Surfaces or its employees or agents to the Client or its employees or agents as to the storage, application or use of the materials / products which is not confirmed in writing, is followed or acted upon entirely at the Client's own risk, and accordingly we are not be held liable for any such advice or recommendation which is not so confirmed. **11.2** Subject to the conditions set out below the Stone Surfaces warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material. The above warranty is given subject to the following conditions: **11.2.1** no liability is accepted in respect of any defect in the materials / products arising from any drawing, design or specification supplied by the Client; **11.2.2** no liability is accepted in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Stone Surfaces instructions (whether given orally or in writing), misuse or alteration or repair of the materials / products without our approval.

**12. CONTROVERSIES – 12.1** Any dispute arising under or in connection with these Conditions or the sale of the materials / products will be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society, in accordance with the rules of the Arbitration Acts, 1980- 1998. **12.2** The Contract shall be governed by the laws of the Republic of Ireland.