

TERMS AND CONDITIONS OF SALE

1. QUOTATIONS – 1.1 Quotations are issued in good faith based on job specifications received. 1.2 If specifications are found to be different at templating stage or on receipt of cutting list Stone Surfaces reserve the right to issue an amended quotation as required. 1.3 If there are any changes made after confirmation of the template or the area is found to be different at the time of fitting visit Stone Surfaces reserve the right to update the quotation. 1.4 Each quotation will clearly outline the material(s) and services to be provided (e.g. Supply only, Template & Fit) plus the relative costs 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 Stone Surfaces shall be subject to correction without any liability on the part of 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 & colours and advise on the different characteristics of each individual stone, to identify a suitable solution. 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 & external), Modular tiles for flooring and stairs (internal & 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 timeframe 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 quotation payment plan. 3.3 No order may be cancelled by the Client except with the agreement, in writing, from Stone Surfaces. Any cancellation will result – unless otherwise specified 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. TEMPLATING – 4.1 A site survey, known as templating, if included in your agreed quotation, will be arranged. 4.2 A detailed template of your project will be carried out including position of joints, if required and any or all cut outs required. This will be provided to the client for sign off prior to commencement of production. 4.3 It is Clients responsibility to ensure the sink, hob, tap and any other items that impact the stone installation are on-site prior to template date. 4.4 All units must be fully fitted in place prior to template date. 4.5 Stone Surfaces reserve the right to apply any additional call out charges if a return visit is required due to any items not being on site or any units not fully fitted at time of template. 4.6 Any changes made after the template has been signed off or the area is found to be different at the time of fitting visit Stone Surfaces reserve the right to update the quotation. 4.7 The final payment is due once template has been completed.

5. FABRICATION – 5.1 the turnaround time for fabrication of projects goes from approximately 10 working days upwards. This turnaround time will depend on the size and complexity of each individual project. Any dates quoted for delivery are approximate only and Stone Surfaces cannot be held responsible for any delay in delivery of a project, however caused. 5.2 Time for delivery will not be of essence unless previously agreed with the Client in writing. However any changes in the delivery dates will be notified in advance. 5.3 If any changes to the original specifications are requested by the Client during fabrication stage Stone Surfaces 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 fitting all units must be fully installed as they were at template stage. 6.2 It is Clients responsibility to ensure the same sink, hob, tap and any other items that impact the stone installation and were there at time of template are on-site prior to fitting. 6.3 Client is responsible for making their own arrangements for any electrical, plumbing, carpentry or other work to be carried out. Stone Surfaces do not perform or take responsibility for any of these works. 6.4 On completion of fitting Stone Surface fitters will give the area a general clean & tidy. However as the work can necessitate some cutting of stone considerable dust can be created which Stone Surfaces fitters will not be responsible for clearing up. 6.5 Sign off by the customer is required on completion – if client is not on site to complete this no responsibility will be accepted by Stone Surfaces for any issues reported after this. 6.6 Stone Surface advise that the area is not touched for 24 hours after fitting – Stone Surfaces will be not be liable for any issues that arise if this instruction is not adhered to.

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7. PRICES – 7.1 all prices quoted are valid for 30 days only, after which Stone Surfaces reserve the right to alter without prior notice. 7.2 Stone Surfaces reserve the right, by giving notice to the Client at any time before delivery, to increase the price of the Good to reflect: 7.2.1 any increase in the cost to Stone Surfaces, which arises from any factor beyond the control of Stone Surfaces including but not limited to 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 requested by the Client or any delay caused by instructions from the Client or failure to give adequate information or instructions. 7.3 The prices quoted will be either inclusive or exclusive of VAT – this will be specified on the quotation.

8. PAYMENT TERMS – 8.1 Payment must be carried out in accordance with the agreed Terms & Conditions as specified on the quotation. Receipts for payments will be issued on request. 8.2 The time of payment is of the essence – failure to make a payment on date(s) due shall accrue interest and be payable on the amount unpaid (both before & after 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 calculation interest)

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

10. COMPLAINTS – 10.1 any claim which is based on any defect in the quality or condition of the product(s) 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 is supplied in slab(s) or tile(s) form, it should be inspected on delivery and any defect documented immediately. No claims shall be accepted once 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 material(s) / product(s) which is based on any defect in the quality or condition of same of their failure to meet specification is notified to Stone Surfaces in accordance with these conditions, Stone Surfaces will be entitled to replace the material(s) / product(s) (or the part in question). 10.5 Any credit due will not be issued until the goods are returned in full.

11. WARRANTIES & LIABILITIES - 11.1 Any advice or recommendation given by Stone Surfaces or its employees or agents to the Client or their 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 Clients own risk, and accordingly Stone Surfaces are not to be held liable for any such advice or recommendation which is not 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 the 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 instruction (whether given orally or in writing), misuse or alteration or repair of the materials / products without Stone Surfaces 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.