



# TERMS AND CONDITIONS

## DEFINITIONS

1. Company means Stones of Arabia Pty Ltd its permitted assigns and successors in title.

2. Purchaser means the person, business or company which is supplied Goods by the Company.

3. Goods means the materials, merchandise or products supplied by the Company.

## GENERAL TERMS RELATING TO PURCHASE, ORDERING AND DELIVERY

1. a. Goods will not be held or any order deemed confirmed unless and until a deposit of 20% of the total order value of Goods other than natural stone products (for which a 30% deposit is required) has been received.

b. Deposits are not refundable.

c. Confirmed orders cannot be cancelled.

d. Some goods require a lead-time of approx. 6-8 weeks which applies from confirmation of order by the Company. The Company does not accept any responsibility for any delay in the supply or availability of Goods including, but not limited to any delay due to logistics / shipping and/or Australian Customs clearance.

e. Unless otherwise stated, full payment is required prior to dispatch of goods or upon issue of invoice. The Company reserves the right to charge interest on all overdue payments of 1.5% per month on the overdue balance.

f. The Purchaser is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal cost (on a solicitor/own client basis) incurred by the Company for enforcement of obligations and recovery of monies due from the Purchaser to the Company.

g. The Purchaser agrees that the Company may give to and seek information about the Purchaser's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

2. The Purchaser acknowledges and agrees that:

a. The Company accepts no duty or responsibility for delivery but may elect to arrange delivery at its discretion without any liability and at the Purchaser's sole risk for outside Melbourne metropolitan area and/or interstate haulage.

b. The company strongly recommends that the Purchaser obtain freight and/or transport insurance for any Goods in respect of which delivery is arranged by the Company and the Company accepts no liability for any failure of the Purchaser to arrange same outside Melbourne metropolitan area and/or interstate haulage.

c. The purchaser shall have accepted delivery and liability for the Goods immediately that the Company notifies the Purchaser that the Goods are ready for collection or the Goods are dispatched or delivered to the Purchaser's address for delivery whether attended or not.

d. A certificate signed by the Company or any agent thereof shall deemed to be conclusive evidence of the fact of delivery.

e. It shall pay any and all cost associated with frustrated deliveries arranged by the Company for any reason whatsoever.

3. The Purchaser acknowledges that invoicing and payment of Goods will be made in accordance with the Company's terms and conditions of sale.

4. These terms and conditions of sale cannot be modified, waived or otherwise altered without the express written authorisation of the Company.

## WARRANTY AND LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, the liability of the Company, arising out of the supply or use of any product is limited to resupply of materials only.

2. The Company shall have no liability whatsoever and the Purchaser shall at all times keep the Company fully indemnified against any damage caused or loss suffered by third parties arising directly or indirectly from the tiles or the application thereof.

3. The Company provides a material replacement warranty for manufactured products only in respect of any breakage or contamination caused by any manufacturing defect for a period of 7 years subject to:

(i) use of the Product in conjunction with correct fixing materials/method;

(ii) application of the Product by a skilled and experienced applicator in accordance with all data sheets, guidelines, recommendations and other relevant standards including but not limited to composition of the coating system, substrate type, substrate preparation, application rates, application methods, prevailing weather conditions, protection of finished works, maintenance and the Building Code of Australia.

(iii) supply of Product batch numbers, Product quantities and purchase receipts for the Product; and

(iv) the provision of access to any site to carry out all investigatory or testing work of the Product that the Company in its sole discretion deems appropriate.

4. Any warranty claim shall be absolutely voided by reason of any movement of or damage to the substrate or structure upon which the Product is applied.

5. All Goods must be checked prior to installation to ensure that the correct product, colour, batch and shade have been supplied. The Company shall have no liability once any product is fixed or installed.

6. It is the sole responsibility of the Purchaser to ensure that Goods purchased from the Company are fit for their intended application or purpose and that the methods of installation, fixing, sealing and maintaining the Goods are in accordance with all relevant standards, guidelines, codes and laws.

7. **WARNING:** The appearance and longevity of the product is dependent on the use, installation, care and maintenance of the product. If the Purchaser is in any doubt about any of the above matters, appropriate expert advice must be obtained by the Purchaser. The Company can assist in recommending appropriate advisors as required.

8. This limitation of liability must be read in conjunction with our disclaimer for all natural stone products

## RETURN OF GOODS FOR CREDIT

1. Goods sold by the Company will only be accepted for return in the following circumstances subject to the further conditions below:

a. The Goods are returned to the Company in the unmarked and unbroken package in which they were sold.

b. The Goods are accompanied by the original invoice provided to the Purchaser at the time of sale.

c. The Goods are in good order and condition and are of the same colour, shade and size as the current stock.

d. The Goods are returned within 21 days of the date on which they were delivered/picked up (the date shown on the Company delivery docket shall be prima-facie evidence of the date of delivery and in the absence of such delivery docket the date shall be deemed to be the date of the Purchaser's invoice).

2. All freight and associated charges for the return of Goods are the responsibility of the Purchaser and if not prepaid by the Purchaser will be deducted from the amount of credit.

3. All credit for Goods returned will be made at the rate equal to the purchase prices less a handling charge and restocking fee of 20% of the purchase price.

4. The Company will not accept the return of any Goods that were:

a. sold by way of a special sale or other than as first grade stock;

b. sold at a discounted price;

c. indent orders;

d. imported orders not taken from stock;

e. specifically ordered on behalf of the Purchaser; or

f. purchased from another merchant or wholesaler at the request of the Purchaser.

5. Natural stone products cannot be returned for credit.

6. The Purchaser acknowledges the Company's right to refuse to accept the return of any tiles sold by it which do not meet the above terms and conditions.

## MISCELLANEOUS

1. The Purchaser acknowledges that the affixing of tiles to timber floors and other timber substrate may result in damage to such tiles at any time after fixing and absolving the Company from all responsibility in connection therewith.

2. Semigress Tiles are not guaranteed if fixed on cement sheet floors.

3. The Purchaser assumes all responsibility for ordering the correct quantity of Goods and the Company shall in no way be responsible for any shortages or oversupply nor for any loss the Purchaser may suffer due to having ordered an incorrect quantity.

4. The Company strongly recommends that tiles with inherent variations (whether natural or by design) must always be blended (many boxes opened and mixed) prior to laying to ensure the best results.

## RETENTION OF TITLE

1. The property in all Goods sold by the Company shall remain with the Company until payment in full for all Goods sold has been received.

2. The Company reserves the right to dispose, resell or otherwise deal with Goods for which payment in full has not been received by the due date.

3. Without prejudice and in addition to any other right or remedy that the Company may have at law or in equity;

(i) If the Purchaser fails to pay all or any part of the purchase price by the due date for payment, the Company shall have the immediate right to retake or resume possession of those tiles and may enter upon the Purchaser's premises or any other place where the tiles may be by its servant or agents for that purpose;

(ii) Notwithstanding anything to the contrary contained in any invoice or other document, payment for Goods falls due immediately upon the Purchaser's insolvency and, without limiting the generality hereof, upon the occurrence of one or more of the following events;

a. A receiver or a receiver and manager being appointed of any part of the undertaking, property or assets of the Purchaser; or

b. An order is made for the winding up or dissolution without winding up of the Purchaser or an effective resolution is passed for the voluntary winding up of the Purchaser; or

c. The Purchaser is placed under official management or a compromise with creditors is entered into; or

d. The Purchaser being an individual becomes insolvent or bankrupt or commits an act of bankruptcy.

4. Any proceeds of resale of Goods received by the Purchaser for which the full purchase price has not been received by the Company shall be received by the Purchaser as agent for and fiduciary of the Company and on the account of the Company, those proceeds shall be kept in a separate and identifiable account.

5. On payment by the Purchaser to the Company of the full amount of the purchase price of the Goods from the proceeds of any sale, the Purchaser may retain any surplus.

6. The Company shall be entitled to appropriate payment to particular Goods, including Goods no longer in the possession or under the control of the Purchaser, unless the Purchaser has previously expressly appropriated payment to certain specific Goods and has communicated that appropriation of the Company in writing.

7. Until resale or until laid the Goods supplied by the Company shall be separately stored and identified by the Purchaser in such a way as to clearly indicate the Company's ownership thereof.

Customer full name:

Date:

Sales representative Name

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