

TERMS AND CONDITIONS

1. Basis of Sale:

- 1.1 Unless otherwise expressly agreed in writing between the LIMESTONEUK LTD and the Purchaser, these conditions shall from part of the contract and no condition inconsistent therewith shall be deemed to exclude, override or vary any of these conditions.
- 1.2 Verbal orders or instructions will only be accepted by the company on the basis of these conditions.
- 1.3 All natural materials supplied are subject to their natural markings, veining, variations in color, cracks and vents. These are supplied cramped, stopped or reinforced where necessary and no claim on this account can be made.
- 1.4 When sample have been submitted exact resemblances of the product supplied to the sample cannot be guaranteed.
- 1.5 Any description of the goods and/or services is given by way of identification only and the use of such description shall not constitute the sale/supply by description.
- 1.6 All thickness quoted are nominal and no liability is accepted for reasonable variations of whatsoever nature.
- 1.7 Material must be checked before installation. No responsibility can be held once installed.

2. **Return of Goods** : We agree to accept the return of standard materials delivered within 3 days, at the expenses of the purchaser, provided the materials are undamaged, uncut, or in any other way worked and to give credit to the purchaser for the value of such goods accepted, subject to a handling charge of 25% without any liability for any consequential loss to the purchase whatsoever. There will be no return for special order and cut to size stone.

3. Price:

- 3.1 Unless otherwise stated all prices quoted are net and are exclusive of VAT which the purchaser will additionally be liable to pay to the company.
- 3.2 All price listed exclude of carriage / delivery.

4. **Title:** The ownership of all goods supplied to the purchaser pursuant to this price list shall remain the property of LIMESTONEUK LTD until payment in full has been received for these goods and for any other goods supplied by LIMESTONEUK LTD to the purchaser pursuant to any other contact.

If the purchaser resells any goods supplied pursuant to this price list /quotation by way of a bona fide sale at full value or otherwise, the proceeds of such sale will be held by purchaser as trustee for and to the account of the LIMESTONEUK LTD until such time as the LIMESTONEUK LTD shall have received payment in full for all goods supplied by the LIMESTONEUK LTD to the purchaser whether pursuant to this price list or any other contact under which the LIMESTONEUK LTD has delivered goods to the purchaser.

5. Risk:

- a. Risk in the Goods will pass to the Purchaser when they are delivered to the purchaser whether delivery is to take place on an "ex works" basis or by the Site by the Company .
- b. LIMESTONEUK LTD have no responsibility in respect of the damage or safety of the Materials after loading of the same.
- c. A representative of the Purchaser will sign a delivery note in the form required by the company to acknowledge the receipt of all goods collected from the company on an "ex work " basis. If the goods are to be delivered to the site by the company and upon arrival at the site no representative of the purchaser is available to acknowledge the safe receipt of goods the company may unload the goods and leave them on the site with a delivery note attached and the goods shall then be at the purchaser's risk .

6. **Reservation of Title:** The LIMESTONEUK LTD reserves the right to dispose of all goods the ownership of which is reserved to the seller pursuant to clause 1 above, if not paid for in accordance with the terms of the quotation and if such payment is overdue in whole or in part the LIMESTONEUK LTD may be its servants or agents (without prejudice to any of its other right) recover and resell the goods or any of them and may lawfully enter upon the premises of the purchaser or any place to which he has delivered or consigned them for that purpose.

7. **Solvency:** Notwithstanding any terms for payment agreed, payment for all goods delivered shall become due immediately upon the commencement of any act or proceeding in which the solvency of the purchaser is involved.

8. **Quotation:** The submission of the quote or price list is not a guarantee that we can or shall accept any order. This will be considered upon receipt of your order and is subject to the availability of the goods ordered.

9. Law:

These conditions shall be governed by and construed in accordance with the English law and the parties to the contract hereby submit to the non-exclusive jurisdiction of the English courts.

Special conditions of manufacture/sale

By proceeding with any order or contract with Limestoneuk Limited you agree that you have read and understand the following conditions:

10. Marble and granite appear to have fine and sometimes broader veins, which non-professionals may consider to be filled lines of fracture, yet it is a completely natural phenomenon. The stone is one solid mass with the vein and is no more or less breakable than the same stone without the veins. It is impossible to pose that this concerns a fault or deficiency of the stone.

11. All materials sourced by Limestoneuk have been finished (i.e. with the face/top polished, honed, brushed etc.) prior to purchase and are subject to the followings:

a) All natural materials supplied are subject to their natural markings, veining's, variations in colour, cracks, vents, pitting, watermarks, etching, staining and irregularities. Although Limestoneuk Ltd makes every attempt to avoid these where possible, or advise you of these particular concerns, no claim on this account can be made and Limestoneuk Ltd will not be held liable if they are found in the finished worktops/supplied or fitted pieces.

b) Limestoneuk Ltd shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions misuse, used for further construction work.

12. The natural characteristics of some marbles and granites require a treatment of the stone consisting of several stages: The improving of natural deficiencies such as pores, cavities and small quartz holes by filling them with polyester resins and the like. This procedure is necessary to ensure a perfect production quality. It does not entail a depreciation of the stone in any way.

13. Any descriptions of material offered are for the purposes of guidance only and do not imply suitability for any particular purpose nor shall and description be construed in any way to be binding on Limestoneuk Limited.

14. All of our stonework will be carried out as per standard guidelines for installation of natural and quartz stones. We will not accept any responsibility whatsoever for works carried out by any other party.

a) Template will be carried out as per prebuild structure, we will not hold for responsible for others contractors work.

b) Manufacturing will be carried out as per the template.

c) Fitting materials will be used as per nature of the materials.

d) After the installation client needs to check all the work prior the final payment, if any damage found during inspection. The client needs to notify Limestoneuk within seven days after fitting/installation.

15. A large cutout weakens the stone. We will advise You on the risk involved in a particular stone. Should You decide to proceed contrary to our professional advice You will be liable for the cost of any destruction and replacements of the stone and agree to compensate Us for such costs. Should a run break across a cut out (i.e. a hob) we may have to re-cut that section if a reasonable repair cannot be made. In such circumstances We will reserve the right to add a joint across the cut-out should the working characteristics of the particular stone demand it or should the same for whatever reason require it. We will only attempt a single section once. After this attempt, the liability will be on the client.

16. All work is sealed to help protect the stone from any liquid damaging the surface. This is carried out in the workshop and in some cases, on site for a second time. All our quotes will provide for a minimal and static charge. This is not a guarantee against stains. Marble and granite are naturally occurring materials and subject to variations in colour and veining.

17. The thickness of materials are nominal and can vary slightly. We endeavour to keep this variation to within +/- 3mm. The worktops are shimmed up with laminate packing, adjusting the thickness to suit the installation. This may also appear as a slight bow in the upper surface of the stone, which may cause a slight unevenness across the joints.

18. Granite is sometimes susceptible to "blowing out". This occurs when contact is made whilst cutting or grinding. This happens more often in large particles of granites. Provided the structural integrity of the stone is not affected we will fill and seal the affected areas with epoxy resin (colour may vary for which we will not be held liable) to ensure the stone is not left with any sharp edges or "chips". Small chips at the joint edges are common in some types of granite because of the relatively large crystal size. Selecting a stone that is less prone to damage can reduce the likelihood of chipping. This clause has been requested by SFGB members and reflects the reality. If the customer stipulates limitations or no chipping, then the use of stone can be considered inappropriate.

19. Granite can incorporate natural flaws, pockmarks, veining and irregularities therefore can never be guaranteed to remain consistent throughout the whole installation. Some granites and marbles such as Baltic Brown and sometimes lighter colours are resin treated at source to fill natural flaws and pockmarks. Once installed, some worktops may vary in colour. This may be due to the reflectors in the granite moving in different plains i.e. L shaped worktops in materials such as Blue and Emerald Pearl. Until the installation is complete it is impossible to determine the relative positions of the reflectors. No claim can be made in this regard.

20. Profiles Including edges, radius and diameters, the profile size and depth can vary on every installation and across each installation. These can also vary depending on the selected material. i.e., Granite, Quartzite and Marble may vary more than man made products such as Quartz.

21. Breakages can and do occur in the manufacturing process, should this be the case delays will often result. We will endeavour to finish the fabrication of the worktops within a reasonable time although indicated timescales may often have to be revised considering such breakages.

22. Sometimes “Jenny” marks are left in the surface of the slab, these occur because of the polishing process and cannot always be avoided. They are very small circular scratchings left behind by the polishing heads and are sometimes unavoidable during polishing. By contracting with us you accept that such marks may appear and agree to accept the slab in full consideration of this agreement.

23. Where samples have been submitted, exact resemblance of the product supplied cannot be guaranteed unless the customer approves the stone.