

# **FLOORS OF STONE LIMITED**

## **TERMS AND CONDITIONS**

In these conditions Floors of Stone Ltd is referred to as the Seller. Any customer purchasing goods from the Seller is referred to as the Purchaser.

Floors of Stone Ltd

**Registered Office: 38 Jubilee Drive, Loughborough, Leicestershire, LE11 5XS**

Reg. in England No: 6553978

### **1. BASIS OF THE CONTRACT**

- 1.1 Any order sent to the Seller by the Purchaser shall be accepted entirely at the discretion of the Seller, and if so accepted, will only be accepted upon these conditions (hereinafter referred to as “the Conditions”).
- 1.2 Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereinafter referred to in these Conditions as “an Order”.
- 1.3 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Purchaser, and no addition or alteration or substitution of these terms will bind the Seller or form part of an Order unless they are expressly accepted in writing by a person authorised to sign on the Seller’s behalf.

### **2. ORDERS AND SPECIFICATIONS**

All goods supplied by the Seller shall be in accordance with the specifications or descriptions (if any) expressly listed or set out on the face of the quotation or invoice. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of, or be incorporated by reference into an Order.

### **3. PRICE OF GOODS AND PAYMENT**

- 3.1 The price of the goods shall be that contained within the Seller’s current published price list or, if different, the price contained within the quotation at the date of acceptance of the Order.
- 3.2 All prices contained within the Seller’s quotation are valid for 30 days only from the date shown on the quotation or until earlier acceptance by the

Purchaser. Thereafter the price may be varied at the discretion of the Seller without further notice to the Purchaser.

- 3.3 All published prices are inclusive of VAT but exclusive of delivery charges. Delivery charges shall be separately itemised on the Seller's quotation.

#### **4. PAYMENT**

Payment of the purchase price in full is required at the time of acceptance of the Order by the Seller.

Please note that each credit card transaction is subject to a 1.82% service charge.

#### **5. DELIVERY**

- 5.1.1 Any time or date for delivery given by the Seller is given by the Seller in good faith but is an estimate only. The Purchaser is responsible for informing the Purchaser's tiler or other contractor that any time or date for delivery is an estimate only.

- 5.1.2 The Seller shall not be liable for any loss or damage as a result of any delay in the delivery of the goods howsoever caused.

- 5.1.3 Time for delivery shall not be of the essence unless expressly agreed by the Seller in writing.

- 5.2.1 The goods will be delivered to the delivery address provided by the Purchaser. If delivery is unsuccessful due to either:-

- (i) An inaccurate or incomplete delivery address;
- (ii) No-one being present to accept delivery; or
- (iii) Inaccessibility;

then, the Purchaser will be charged additional delivery charges for every attempted re-delivery (up to a maximum of three re-delivery attempts at the sole discretion of the Seller).

- 5.2.2 Delivery of the goods is deemed to have taken place when the goods have been offloaded at the nearest accessible point to the delivery address, which where available, will be the Purchaser's driveway or the kerbside.

- 5.3.1 The Purchaser shall be responsible for checking the goods AT THE TIME OF DELIVERY against the specification and for damage during transit from the Seller to the Purchaser. The delivery driver will allow a period of up to 15 minutes following offloading of the goods to allow the Purchaser to examine the goods.

- 5.3.2 In the event that the goods received have been damaged during transit the Purchaser must endorse upon the delivery note the word “damaged” together with a statement of the nature and extent of the damage to the goods.
- 5.3.3 In the event that the Purchaser accepts delivery without checking the goods or endorsing the delivery note, the Purchaser shall not be entitled to reject the goods and the Seller shall have no liability for any such loss or damage.
- 5.3.4 Risk of damage to or loss of the goods shall pass to the Purchaser upon delivery.

## **6. QUALITY & DESCRIPTION OF GOODS**

- 6.1 All photographs, images and all other descriptions (in both print and on the Internet) advertising material, specifications and samples are approximate representations of the goods only, and the Seller gives no warranty as to their accuracy.
- 6.2 All goods supplied by the Seller are natural materials and are subject to natural and geological variations in markings, colour, texture, cracks and vents, which are beyond the control of the Seller. The Seller shall therefore be under no liability in respect thereof.
- 6.3 The goods supplied by the Seller are natural products which are subject to various extents (depending upon the type of product) to scratching, pitting and chipping (particularly on the edges and corners) which are beyond the control of the Seller. The Purchaser should therefore always allow for and order an additional 10% of tiles over and above the area to be covered to allow for wastage, cutting and breakage.

## **7. HANDLING & STORAGE AFTER DELIVERY**

Immediately after delivery and examination by the Purchaser of the goods the Purchasers shall be responsible for moving the goods to a suitable indoor dry and frost-free area of storage. The Seller accepts no liability for goods improperly stored or handled.

## **8. FITTING**

The Seller recommends that the Purchaser employ only the services of a qualified and experienced Tiler in the storage, handling, laying and sealing of all natural stone floor tiles. The Seller also recommends that the Purchaser use a good quality flexible adhesive and grout. Natural stone tiles need to be sealed using a good quality and recognised sealant.

## **9. WARRANTIES AND LIABILITY**

- 9.1 Where the Purchaser notifies the Seller of any defect, damage or material difference in specification in accordance with clause 5 above, the Purchaser shall afford the Seller the opportunity to inspect the goods and at the sole discretion of the Seller to replace at the Seller's cost damaged, defective or non-compliant goods, or to refund to the Purchaser the price of the damaged, defective or non-compliant goods (or a proportionate part thereof). The Seller shall have no further liability to the Purchaser.
- 9.2 Where the Purchaser wishes to return the goods to the Seller (other than where clause 5.3.2 applies) the Seller shall at its discretion accept return of the goods subject to the following:
- 9.2.1 Notification being given by the Purchaser to the Seller within 7 working days of delivery of the goods;
- 9.2.2 The goods being returned by the Purchaser to the Seller in the same condition that they were received by the Purchaser;
- 9.2.3 Payment by the Purchaser to the Seller of a Handling Charge of 15% of the price of the goods;
- 9.2.4 Payment by the Purchaser of the costs of carriage of the goods from the Purchaser to the Seller.
- 9.3 The Seller shall accept no liability in respect of any defect or damage arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, defective or poor installation, mis-use or alteration or repairs of the goods (unless undertaken by the Seller).
- 9.4 Delivery costs, if any, are non-refundable unless the goods are returned pursuant to the provisions of clause 5 above.
- 9.5 The Seller accepts no liability for consequential loss or damage and notwithstanding anything contained in these Conditions (save for 9.5 below) the Seller shall have no liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arises and whatever the cause thereof for:
- (i) loss of profit, loss of business, loss of contracts or revenue or anticipated savings or;
  - (ii) for any special indirect or consequential damage of any nature whatsoever.
- 9.6 Nothing in this agreement affects the Buyer's statutory rights.