

TERMS & CONDITIONS OF SALE

Terms & Conditions of Sale Updated 23rd July 2008

The Terms and Conditions contained herein shall be incorporated in all agreements between PROJECT STONE AUSTRALIA PTY LTD (the Company) and any customer (the Customer) or any customer representative (the Customer) relating to any PROJECT STONE AUSTRALIA PTY LTD product (the Product) and/or service (the Service) unless otherwise agreed in writing.



PRICE

All prices are quoted excluding GST, price lists are subject to change without notice. Written quotes are valid for a period of one month unless otherwise advised. Prices will only be honoured if in writing. The Company reserves the right to amend any quote should adjustments be made to the original quote.

PLACEMENT OF ORDER

Product will only be confirmed and secured upon receiving a Purchase Order from the Customer. The Purchase Order further establishes the Customer's ability to make full payment of the Product and or Service. Should a dispute arise the Purchase Order will act as evidence of what was ordered. Purchase Orders received prior to 10am will be available for collection the following working day under normal circumstances, during peak periods this may vary.

NON STOCK PRODUCTS

A 30% non refundable deposit will be required for non stock Products prior to production taking place. The Company will endeavour to meet arrival and availability dates however cannot be responsible or liable for delays due to matters beyond its control.

PAYMENT

Unless otherwise approved payment is due upon invoice and prior to Product being delivered. If payment is by cheque Product will not be released until funds are cleared. The Company does not accept credit cards.

TRADING ACCOUNT

Upon application and approval the Company may provide a strict 30 day trading account, payment for all Products and Services received in any calendar month will be due by the last day of the following month. Outstanding payment is to be made in full without deductions. An administration charge of 2.5% of the total outstanding account may apply to all amounts outside the 30 day trading term. The Company reserves the right to cancel any account or vary the conditions of the account at its discretion.

CHANGES TO CUSTOMER STRUCTURE

The Customer will notify the Company in writing within 7 days of any change in its structure or management including any change in director, shareholder or change in partnership or trusteeship and/or of the sale of any part of its business.

RETENTION OF TITLE

The Product remains the property of the Company until such time all payment for the Product is made in full. The Company is entitled to retake possession of any Product not paid in full at anytime without notification. The Customer grants permission for the Company to enter the property for such retrieval and any charges incurred to recover such Product will be charged to the Customer.

DELIVERY

Delivery is at the cost and responsibility of the Customer. Any delivery arrangements made by the Customer to be clearly referenced on the Purchase Order or further written advice given. The Company may be called upon to advise and or make arrangements for delivery on behalf of the Customer however the costs and responsibility remain with the Customer. The Company shall not be liable for any damages or loss incurred to the Product, property and/or person once the order has left the Company's premises.

CANCELLATION

All cancellations need to be advised in writing prior to dispatch. The Company reserves the right to cancel orders not collected within 14 days unless prior arrangements have been confirmed. Orders not paid for and not collected within the agreed timeframe will not be guaranteed. A deposit or full payment may be required to secure the Product, any deposit or payment made will be non refundable unless otherwise advised in writing.

RETURNS

Returns may be requested for unopened and unused current stock Products ONLY, advice must be received in writing within 21 days of invoice date and returned within 30 days of invoice date. Returns will be accepted at the Company's discretion and must be in a resaleable condition. A 15% handling fee will be incurred and any freight charges will be payable by the Customer. The Customer must provide a copy of the invoice with the return.

LIABILITY & CLAIMS

The company disclaims any responsibility or liability relating to any Products or Services as follows:

1. All products should be checked prior to installation to ensure they are correct in colour and batch/shade etc. The Customer shall not be entitled to make any claim against the Company after materials have been fixed.
2. Due to variations in colour and texture of materials natural or otherwise, used in manufacture, no warranty, condition or guarantee is given by the Company that any Product shall correspond (in colour, texture, appearance, glaze, blend etc.) with any sample, display or any previous products sold or displayed or any other batch of similarly described product.
3. Natural Stone is a product of the earth variations in colour, grain structure and veining are to be expected in tiles and slabs, the Company shall not be liable for any such variations.
4. Subject to the Trade Practices Act, any loss or damage incurred by the Customer caused by any defective materials or otherwise, is limited to the replacement of Products supplied only.
5. Ceramic tiles are not guaranteed against cracking, crazing, chipping or breaking.
6. All dimensions and measurement supplied by the Company is given as a guide only, it is the Customer's responsibility to make accurate assessments of the areas or surfaces upon which the product will be fixed.
7. Measurements of random Natural Stone slab(s) supplied by the Company are approximate and are provided as a guide only. It does not constitute a guaranteed useable area.
8. It is the responsibility of the Customer to check the suitability of Natural Stone slab(s) prior to dispatch, the Company is not responsible for the transportation of Natural Stone slab(s) and therefore does not acknowledge any claims after the loading of the slab(s).
9. Sufficient Product should be on hand before fixing as no guarantee is given that subsequent supplies will match in shade or be available. Adequate Product should be ordered, considering wastage, cuts and future repairs. In the event a Product (e.g. delicate marble) is considered by the Company to incur a higher than usual wastage rate, the customer will be notified in writing. The Customer acknowledges this written notification as an acceptable part of the Product and no claims will be entered into.
10. The Customer agrees to check all Products and Services for compliance with all applicable standards & regulatory bodies before use and takes full responsibility for the application and direction in accordance therewith.
11. Made or performed to designs, drawings, specifications and/or procedures etc which are provided or approved in part or in full by or on behalf of the Customer is undertaking solely at the Customer's cost and responsibility.
12. The Company shall not be liable in any respect for advice provided regarding fixing, grouting, cleaning or maintenance of any Product.
13. The Company does not accept any claims arising from damage which has been caused by acids, chemical compounds or solvents to clean the Product after installation.
14. Products may be damaged in transit or otherwise be or become unusable, so an allowance of +/- 5% is agreed and this quantity be included in the Customer's Purchase Order.
15. The Company shall endeavour to take due care in providing a safe environment for the Customer and any visitor to the Company premises, the Company shall not be liable for any loss, damage or personal injury whilst on the Company premises.
16. The Company shall not be liable for any loss, damage or personal injury incurred in the transportation, handling and/or fixing of the Product by the Customer or any third party.

NATURAL STONE

The Company strongly recommends that any Natural Stone tiles (Marble and Granite etc.) be laid only by a qualified and experienced stonemason. Inexperience with these materials can result in damages to the stone and incorrect installation.

Specialist advice should be sort in relation to sealing and cleaning products as many commercially available products are not recommended for use on Natural Stone. Acid or acidic-based industrial grout cleaners should not be applied to any Natural Stone Product.

Large format Natural Stone tiles (600 x 600 and beyond) are sawn cut directly from slabs and do not have a finished bevelled edge. Therefore it should be expected with the more delicate marbles that chipping may occur as part of the nature of handling this material. Should a higher than standard wastage rate be foreseen the cost and responsibility for this will be that of the Customer, the Company will advise the Customer in writing. As this format tile does not enter a tile line it is not calibrated and allowances will need to be made accordingly.

FIXING INSTRUCTIONS - GREEN AND LIGHT COLOUR MARBLE

The composition of these marbles includes a variety of metals and minerals, namely copper, which undergoes a chemical reaction when exposed to a strong alkaline solution such as cement and water or ammonia. It is therefore not possible to use cement or cement based adhesive when fixing marble, as this would cause burning and/or blistering to the surface of the tile.

Only a pure epoxy adhesive, spread evenly over the back of the tile should be used when fixing these materials. In addition grouting must also be done with a pure epoxy grout. At no time should cement or a cement grout be used.

OTHER TERMS & CONDITIONS

No other terms and conditions sought to be imposed by the Customer to the Company shall apply unless otherwise agreed to in writing.