

# Creative Stone And Tile Ltd Terms & Conditions

## 1. Interpretation

The definitions and rules of interpretation in this condition apply in these conditions.

- Buyer: the person, firm or company who purchases the Goods from Creative Stone and Tile Ltd.
- Contract: any contract between Creative Stone and Tile Ltd and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
- Goods: any goods agreed in the Contract to be supplied to the Buyer by Creative Stone and Tile Ltd (including any part or parts of them).

## 2. Application of terms

- Subject to any variation permitted under this condition the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- These conditions apply to all Creative Stone and Tile Ltd's sales and variations to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of Creative Stone and Tile Ltd. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Creative Stone and Tile Ltd is not set out in the Contract. Nothing in this condition shall exclude or limit Creative Stone and Tile Ltd's liability for fraudulent misrepresentation.
- Each order or acceptance of a quotation for Goods by the Buyer from Creative Stone and Tile Ltd shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- No order placed by the Buyer shall be deemed to be accepted by Creative Stone and Tile Limited until a written acknowledgment of order is issued by Creative Stone and Tile Ltd or (if earlier) Creative Stone and Tile Ltd delivers the Goods to the Buyer.

## 3. Ordering

- All orders are subject to non-cancellation and are non-refundable. Deposits will be forfeited in the event of the buyer canceling the order.
- All items ordered remain the sole property of Creative Stone and Tile Ltd until paid for in full.
- All prices displayed are subject to VAT at the prevailing rate.
- Please ensure that you have ordered sufficient tiles, as Creative Stone and Tile Ltd cannot guarantee any availability of material neither shade neither caliber in the event of any shortages.
- Creative Stone and Tile Ltd cannot be held responsible for any take-offs of quantities from sketches, drawings or room sizes provided by the buyer and must be verified on site by the installer/fitter/builder. This service is provided in good faith without knowing the conditions of the site or that dimensions given are accurate. An allowance of between 7%-12%, depending on the size of the tile, is standard for wastage and cutting on top of the actual quantity and therefore should be ordered in addition.
- Non-stock materials are on approximately 30 working day delivery.
- Delivery dates from works to Creative Stone and Tile Ltd warehouse are approximate and in good faith.,
- Subject to the other provisions of these conditions Creative Stone and Tile Ltd shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Creative Stone and Tile Ltd's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- Any dates estimated for delivery to site are approximate and Creative Stone and Tile Ltd shall not be liable for any delay in delivery of Goods howsoever caused.
- Times of delivery shall not be of the essence and Creative Stone and Tile Ltd shall not be liable for any loss whatsoever as a result of a late delivery.

## 4. Payment

- Terms & Conditions of Sale are payment in full for any stock material and for non-stock items 50% deposit upon placement of an order and the remaining outstanding balance on receipt of order - credit card orders will be charged to the credit card on arrival of Goods to our warehouse unless alternative payment method advised. If the remaining outstanding balance is payable by cash, cheque or BACS then we must be in receipt of cleared funds prior to delivery or collection of ordered materials.

## 5. Quotations

- Any quotation is given on the basis that no contract shall come in to existence until Creative Stone and Tile Ltd despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that Creative Stone and Tile Ltd has not previously withdrawn it.

## 6. Prices

- Creative Stone and Tile Ltd has the right to adjust its prices and delivery charges at any time and without notice in the price of materials, parts, labour, transport, changes in delivery schedule or quantities or changes in foreign currencies or costs of any kind arising for any reason after the date of the contract. A number of materials are imported and therefore the price is subject to change with fluctuation of foreign currencies.
- Prices are ex-Creative Stone and Tile warehouse and exclude VAT and other taxes or duties. Prices invoiced are calculated in respect of the quantity of Goods actually delivered irrespective of the quantity in respect of which any quotation was issued.

## 7. Samples

- All samples are to be paid for and are only refundable against an order if returned in good condition.
- When samples are submitted, in the case of ceramics they are only indicative of colour, tonality, and size.
- When samples are submitted, in the case of natural stone they are only indicative of colour.
- For natural stones that have veining and natural markings particularly on commercial projects control samples should be requested when an order is placed as small standard samples are in no way control samples.
- Glass samples are to be paid for in full and are non-refundable/non-returnable.

## 8. Small Orders

- There is a minimum order on certain Goods and are subject to a surcharge, which shall be quoted on request on Creative Stone and Tile Ltd's invoice.

## 9. Templating

- Templates undertaken by the buyer's builder will be fabricated according to the builder's template and is therefore the responsibility of the builder and buyer.
- Templating undertaken by Creative Stone and Tile Ltd will be the full responsibility of Creative Stone and Tile Ltd.
- Any price requested by the buyer for fabrication works of any kind is provided by Creative Stone and Tile Ltd as an estimate only and therefore is subject to change. This service is provided in good faith without knowing the conditions of the site or that dimensions given are accurate.
- Once an order for fabrication works has been placed it is non-cancelable and non-refundable. Deposits will be forfeited in the event of the buyer canceling the order.

## 10. Returns

- No returns accepted whatsoever due to batches and calibers.

## 11. Inspection of Materials

- All Goods must be inspected for defects prior to fixing, as once the materials are installed Creative Stone and Tile Ltd will not accept any liability.

## 12. Collection/Deliveries

- All Goods to be checked by the buyer either on Creative Stone and Tile Ltd's premises if collecting or on site if delivering, as Creative Stone and Tile Ltd will not be held responsible for any breakages once they have left the premises or after delivered to site. Creative Stone and Tile Ltd checks all orders prior to dispatch.
- If the Buyer requires materials to be delivered, at least 5 working days notice is required by Creative Stone and Tile Ltd.
- If delivery is attempted and either there is no assistance on site or nobody present to accept the delivery, the material will be returned to Creative Stone and Tile Ltd's warehouse and it will be classified as an aborted delivery and re-charged to the buyer automatically.
- Creative Stone and Tile Ltd will only deliver to the external front door on the delivery date agreed. The buyer must supply labour.
- No Goods will be released unless proof of purchase is provided at point of collection, unless otherwise arranged.

## 13. Storage

- Materials ordered by the buyer will be notified immediately of availability and will be stored for a period of 30 working days unless agreed otherwise. Above and beyond the aforementioned time period and no collection or delivery arranged storage charges will be applied at £1.00 per square metre per day until the materials are removed from the premises. Storage charges will be charged and paid for in full by the buyer prior to collection or delivery.

## 14. Fixing

- Creative Stone and Tile Ltd offers no guarantees as to the quality of workmanship of any person or company whose name has been passed on to the buyer and is not liable for any loss howsoever caused as a result of the behavior or workmanship of any such person or company.
- Creative Stone and Tile Ltd is not responsible for any loss caused by failure to fix any materials in accordance with Creative Stone and Tile's Fixing Instructions, a copy of which is available upon request. Neither will Creative Stone and Tile Ltd accept any liability for materials that have been used in areas or circumstances for which they were not recommended by Creative Stone and Tile Ltd and for which they are unsuitable.

## 15. Guarantee

- Creative Stone and Tile Ltd warrants that only the best workmanship and materials commensurate to the purchase price and the quality of the Goods have been employed.
- Creative Stone and Tile Ltd further warrants to replace any Goods found to be so defective with Goods of similar quality, design and size if:
  - (a) The Goods are returned before they are fixed within 5 working days from delivery or collection.
  - (b) The Goods have been properly stored and that the Goods and boxes are dry and undamaged.

## 16. Data Protection

- Creative Stone and Tile Ltd undertake to retain all personal data in safe and secure manner. It shall not be provided to any third party without your express written consent. We require said data for purposes of processing your order, and shall be used for no other purpose.

## 17. Limitation of Liability

- Subject to the other provisions of these conditions, the following provisions set out the financial liability of Creative Stone and Tile Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of :
  - (a) any breach of these conditions;
  - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- Nothing in these conditions excludes or limits the liability of Creative Stone and Tile Ltd:
  - (a) for death or personal injury caused by Creative Stone and Tile Ltd's negligence; or
  - (b) under section 2(3) , Consumer Protection Act 1987; or
  - (c) for any matter which it would be illegal for Creative Stone and Tile Ltd to exclude or attempt to exclude its liability; or
  - (d) for fraud or fraudulent misrepresentation.
- Subject to the conditions above Creative Stone and Tile Ltd's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price and the Company shall not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 18. Force Majeure

- Creative Stone and Tile Ltd reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Creative Stone and Tile Ltd including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers of inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Creative Stone and Tile Ltd to terminate the Contract.

## 19. Assignment

- Creative Stone and Tile Ltd may assign the Contract or any part of it to any person, firm or company.
- The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## 20. General

- Each right or remedy of Creative Stone and Tile Ltd under the Contract is without prejudice to any other right or remedy of Creative Stone and Tile Ltd whether under the Contract or not.
- If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- Failure or delay by Creative Stone and Tile Ltd in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- Any waiver by Creative Stone and Tile Ltd of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Northern Irish law and the parties submit to the exclusive jurisdiction of the Northern Irish courts.