

Terms & Conditions of business

All contracts between **B.E. Marble & Granite (fabrications) Ltd.** ("the Company") of Graig Lelo Quarry, Bryn Saith Marchog, Corwen, Denbighshire, LL21 9RY and the person, firm or company who accepts the quotation from the company for the sale of the goods or whose order of the goods is accepted by the company ("the Customer") shall be governed exclusively by these terms and conditions of sale. No variation or addition to these conditions shall be binding unless agreed in writing by the authorised representatives of the Customer or the Company.

(2) On receipt of an order from a Customer, B.E. Marble & Granite (fabrications) Ltd. will issue a formal order acknowledgement which will confirm the relevant specification details and price. It will be the responsibility of the Customer to ensure that this acknowledgement correctly reflects their requirements and where the Customer has not given the Company a written order a signed copy of the order acknowledgement must be returned or the receipt of the deposit referred to in the order acknowledgement.

(3) A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the Customer order.

(4) The quality, quantity and specification of the goods shall be those set out in the order form, subject always to the following:

- All natural materials supplied are subject to their natural markings, veining, colour variations, cracks and vents. These are supplied cramped, stopped or reinforced where necessary and no claim on this account can be made.
- When samples have been submitted identical resemblance of the product supplied to the sample cannot be guaranteed.
- Any descriptions of material offered are for guidance only and do not imply suitability for any particular purpose.
- All thicknesses quoted are nominal and no liability is accepted for reasonable variations of whatsoever nature.

(5) The price of the goods is the price stated in the Company's order acknowledgement. Unless otherwise stated all prices are given exclusive of VAT which will be chargeable at the rate applicable at the time of delivery.

(6) Customers without an account with B.E. Marble & Granite (fabrications) Ltd will be required to make payment as follows:

50% deposit with an order (to include estimated costs of granite templating and fitting and transport costs) and the balance on delivery, and installation where applicable, of the goods or earlier if delivery is delayed by the Customer.

(7) Customers with an account with the Company will be required to make payment of the quoted value of the granite including templating, fitting and transport costs within 30 days of the date of the invoice which will be submitted to the Customer on or after delivery of the goods or on such earlier date if delivery is delayed by the customer.

The company reserves the right to charge interest at the appropriate rate per month on unpaid balances (whether before or after any judgement).

(9) Delivery of goods shall be made by the Company as follows:

- For goods being installed by the Company, on the date of completion of such installation.
- For other goods, upon physical delivery by the Company or collection by the Customer or authorised agent from the Company.
- Any dates quoted for delivery of the goods are approximate only and the Company shall not be liable for any delay in delivery of goods howsoever caused. The Company will endeavour to fulfil its agreed commitments to its Customers, however due to the vagaries of the availability of materials used we can only offer an expected time. Time for delivery shall not be of the essence of the contract unless expressly agreed by the Company in writing. The Company shall not be liable for failure to deliver the goods if the failure is due to reasons beyond the Company's reasonable control.

(10) Risk of damage to or loss of the goods shall pass to the Customer at the time of delivery or, if the Customer wrongly fails to take delivery of the goods, the time when the Company has tendered delivery of the goods.

(11) Notwithstanding any other provision of these conditions, the property in the goods shall not pass to the Customer until the company has received full payment for the goods.

(12) Until such time as the property in the goods passes to the Customer (and provided the goods are still in existence and have not been re-sold) the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company, and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods. If the Customer shall have re-sold the goods, the proceeds of such sale shall be held by the Customer as trustee for and to the account of the Company.

(13) Subject to condition 4 above and the conditions set out below, the Company warrants that the goods will correspond with their description at the time of delivery.

(14) The Company shall be under no liability in respect of any defect in the goods arising from any sample drawing, design, specification or template supplied by or on behalf of the Customer.

(15) The Company shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Company's approval.

(16) Subject as expressly provided in the conditions, and except where the goods are sold to a person dealing as a Customer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or company law are excluded to the fullest extent permitted by law.

(17) Where the goods are sold under a Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Customer are not affected by these conditions.

(18) Any claim by the Customer which is based on any defect on the quality or condition of the goods or their failure to correspond with their description shall (whether not delivery is refused by the Customer) be notified to B.E. Marble & Granite (fabrications) Ltd within three days from the date of delivery. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall be entitled to reject the goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.

(19) Where the Customer deals as a consumer, the provisions of s35 of the Sale of Goods Act 1979 (as amended) shall replace the provisions referred to in clause 18 above.

(20) Where any valid claim in respect of the goods which is based on any defect in the quality or condition of the goods or their failure to match their description is notified to the company in accordance with these conditions, the Company shall be entitled to replace the goods (or the part in question) free

of charge or, at the discretion of the Company, refund to the Customer the price of the goods (or a proportionate amount of the price) but the Company shall have no further liability to the Customer.

(21) Except in respect of death or personal injury caused by B.E. Marble & Granite (fabrications) Ltd. negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty condition or any other term or any duty at common law, or under the express terms of contract, for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) cost expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agent otherwise) which arise out of or in connection with the supply of the goods, their installation by the Company, their use, and the entire liability of the Company under or in connection with the contract shall not exceed the price of the goods, except as expressly provided in these conditions. In no event shall the Company be liable to the Customer for any incidental or consequential loss, damage or injury

(22) The Company shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of the Company's obligations in relation to the goods, if the delay or failure was due to any case beyond the reasonable control of the Company, including but not limited to acts of God, war, riot, fire, flood, drought, exercise of government E C or foreign authority, contrary legislation, strikes, lockouts, trade disputes, import or export regulations or embargoes and difficulties in obtaining raw materials.

(23) B.E. Marble & Granite (fabrications) Ltd. reserves the right to change these terms and conditions from time to time and when they affect current Customer orders the Company will advise the Customer accordingly in sufficient time to allow the Customer to amend or terminate the contract by written notice.

(24) Either party may immediately terminate the contract by written notice if the other becomes insolvent or is deemed to be insolvent within the meaning of s123 of the Insolvency Act 1986.

(25) Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered offices or principle place of business or where a person is dealing as a consumer at such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

(26) No waiver by the Company or any breach of the contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

(27) The following information is principally designed to address issues that arise when specifying and working with granite and marble

a. All reasonable effort should be made by the customer to ensure that cabinets are secured firmly to the wall, are level and have sufficient braces. It is also advisable to ensure the floor can support the weight. When handling granite the fitters are extremely careful, however no responsibility can be taken for damage to cupboard fronts or wall fixings and we would advise customers to remove them prior to fitting and / or remedial work.

b. Most granite supplied by the Company is 30mm in thickness and most hobs supplied by manufacturers are in excess of this measurement. In the event that the fitters need to alter the cabinets by routing / cutting out sections or providing extra braces the fitters reserve the right to charge an extra £50.00 per cabinet at time of installation.

Templating / granite fabrication is not an exact science and slight tolerances in both overhangs and thickness are to be expected. Our fitting team may also need to chop out plaster. Every care is made when conducting such operations, but the Company do not take any responsibility for live plaster falls and it is the responsibility of the customer to make good these areas. Walls are rarely straight and as such natural wall gaps may occur. It is therefore advisable to have splash backs fitted unless the customer intends to tile. Cut outs: Information supplied by the customer such as cut out dimensions, overhangs, splash backs, and positioning of cut outs given to the Company at the time of order or subsequently given by other methods of communication is the customer's responsibility and no liability whatsoever can be taken for incorrectly advised dimensions.

d. Some flexing can occur on unsupported joints which can result in them opening and repairs may be necessary. However this can be exasperated by owners standing on their stone surfaces. The best axiom is 'use steps'.

e. POROSITY IN GRANITE: Granite surfaces can stain and are not impervious to damage. However they can easily last a life time if properly cared for.

f. Care must be taken to ensure any spilt liquids are mopped up immediately such as cigarettes, hot oil, lemon juice, wine, detergents, alcohol and acidic or alkaline substances. Remember, stones cannot be rendered impervious to all marking and staining.

g. For a long lasting finish granite and marble should be treated at regular intervals. Please view our site for recommended cleaning, polishing and sealing products.

h. The Company can provide not only polished surfaces, but also honed finishes. However we do not recommend such surfaces to be used in a kitchen environment. i. Hit a stone with something blunt and heavy and the chances are it will crack. Granite is no different. Under the Company's terms and conditions once a customer's granite is fitted no responsibility can be taken by the Company for cracks or fissures appearing. To ensure your granite does not crack use a chopping board as a preparation centre and take care not to drop heavy objects onto its surface.

j. The Company is happy to supply small samples of material (a charge is made for this service to cover postage and packing). However it must be remembered GRANITE IS A NATURAL ELEMENT and can vary in colour. It is for this reason the Company cannot guarantee the colouring or character of stone delivered and fitted, as an exact match to any sample offered.

k. Granite is by its very nature a very dense and heavy material and weighs in excess of 90 kilos per square metre. We therefore will not provide lengths in excess of 3m. The Company also reserve the right to add joints where it feels necessary commensurate with health and safety guidelines and accessibility

(28) If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

(29) The contract shall be governed by the laws of England and Wales and the customer agrees to submit to the non exclusive jurisdiction of the English courts and Welsh courts.