

## CONDITIONS OF TRADING

### 1 GENERAL

All tenders and quotations are submitted and all orders accepted solely upon, and subject to the following terms and conditions to the exclusion of all other.

Terms and conditions accept such (if any) as are specifically accepted by the Company (Wood for Stone Stonemasons Ltd) in writing. Acceptance of delivery shall be conclusive of acceptance of these terms and conditions.

### 2 QUOTATIONS

Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of despatch unless otherwise agreed.

### 3 DELIVERIES

Time for delivery is given as accurately as possible but is not guaranteed. Any times quoted for delivery are estimated from the date of receipt by the company of a confirmation of order.

### 4 CANCELLATION AND VARIATIONS

Cancellation of an order cannot be accepted or goods returned for credit unless previously agreed in writing by the Company. All deposits paid are strictly non refundable.

No variation of any order shall be binding upon the Company unless the same shall be agreed in writing. Items returned to the Company shall be subject to a cancellation charge.

In the event of information supplied to the company by the customer proving insufficient or inaccurate, the Company reserves the right to increase the price tendered or agreed to such extent as shall be appropriate.

### 5 DAMAGE IN TRANSIT

The Company will replace free of charge goods damaged in transit.

### 6 INSPECTIONS

The customer shall inspect the goods immediately on delivery / installation for any defects / damage and notify the Company immediately. If the customer fails to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for them accordingly.

### 7 DELAYS IN INSTALLATION

The Company reserves the right to make a charge where there has been an undue delay in installing goods.

### 8 LIABILITIES

The Company's liability whether in respect of one claim or the aggregate arising out of any contract shall not exceed the purchase price payable under the contract. Except as specifically provided in these conditions no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by the Company.

### 9 SUB-CONTRACTORS

The Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations hereunder

### 10 INFORMATION

(I) All natural materials supplied are subject to their natural markings, veinings, and variations in colour, cracks and vents. These are supplied cramped; stopped or reinforced where necessary and no claim on this account can be made.

(ii) When samples have been submitted exact resemblances of the product supplied to the sample cannot be guaranteed.

(iii) Any descriptions of materials offered are guidance only and do not imply suitability for any particular purpose.

(iv) All thickness quoted are nominal and no liability is accepted for reasonable variations of whatsoever nature.

(v) No representations, warranties or conditions are given as to the quality of the goods supplied to their fitness for any purpose of job or use which the purchaser intends for the goods supplied. The purchaser should inspect the goods himself and satisfy himself thereby that they are of the quality and suitability for the purpose for which he intends to use them.

### 11 FORCE MAJEURE

The Company shall be under no liability for any delay, loss or damage caused wholly or in part by Act of God, Governmental restriction condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves the Company's employees or not by reason of any other act matter or thing beyond the reasonable control of the Company.

### 12 LAW APPLICABLE

All contracts are deemed to be entered into in England and shall be governed in accordance with English Law.

In the event of the Company assigning its rights under this contract the customer shall not raise any claims against the assignee in answer to a claim for payment or for damages, defences or rights of set off which the customer has or may have against the Company.

### 14 PAYMENT

**A 50% deposit is required with the 'Confirmation of Order' with final payment due on or before completion of works carried out. Unpaid invoices beyond final invoice date will be charged interest at the rate of 2% per month.**

All materials remain the property of the Company until full payment has been received. The Company reserves the right to remove materials should payment not be received.