

1 General

- 1.1. The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller.
- 1.2. The "Seller" means Melmar Stone.
- 1.3. "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. Conditions

- 2.1. All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.2. If any amendments to these terms and conditions are required they must be confirmed in writing.
- 2.3. Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3. Prices

- 3.1. The Price shall be that on the Seller's current list price, web site, or if applicable the price contained in the Seller's Quotation.
- 3.2. All Prices are exclusive of VAT and charges for packing, postage and Carriage (plus VAT) which shall be paid in addition.
- 3.3. In the case of credit sales, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid.
- 3.4. In the case of non-credit sales, payment must be made in full before dispatch of any Goods.
- 3.5. If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

4. Interest on Overdue Invoices

- 4.1. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 2% above H.S.B.C. Bank PLC base lending rate for the time being in force per calendar month.

5. Warranty and Liability

- 5.1. The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977, Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

6. Delivery

- 6.1. Products supplied ex-stock within the UK will normally be delivered within 10 working days of receipt of order. Goods not held in stock will normally be delivered within 3 weeks of receipt of order. Special orders will normally be delivered within 5 weeks of receipt of order.
- 6.2. Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.3. Any products not delivered (out of stock) will automatically be put on backorder. The Buyer must fax or email a cancellation to the East Markham Office for any backordered items which are no longer required.
- 6.4. Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.5. A charge will be made for Euro pallets delivered with goods. This charge will be credited back upon the return of said pallet(s) to Melmar Stone (returned pallets must be Euro pallets and reusable).

7. Carriage Charges

- 7.1. Carriage is free of charge on orders in excess of £500 exclusive of VAT EXCEPT to retail customer's addresses in Scotland when a surcharge will apply.

8. Ownership and Risk

- 8.1. The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

8.2. Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

8.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- 8.3.1. hold the Goods on a fiduciary basis as the Company's bailee;
- 8.3.2. store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property;
- 8.3.3. not destroy or deface any identifying mark on the Goods or their packaging;
- 8.3.4. maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

8.4. The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within a reasonable time (2 to 3 days) of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do this he is deemed to have accepted the Goods.

8.5. Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either

- a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or
- b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

9. Cancellation and Returns

9.1. If it is agreed that the goods are to be returned :-

- a) A Goods Return number obtained from the Seller must be clearly shown on the returned parcels.
- b) The Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.
- c) The Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required. If the goods are faulty the restocking charge will not apply.

10. Force Majeure

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

11. No Waiver

11.1. The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

12. Liability

12.1. In the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

13. Complaints

13.1. If you have a complaint about our service or any goods or services you purchase from Melmar Stone then please contact us immediately. You will be contacted as soon as possible and definitely within 24 hours of our hearing from you and we aim to provide a resolution within 5 working days.

13.2. All complaints will be dealt with in a fair and confidential manner.

14. Miscellaneous

14.1. Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

14.2. If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.