



Sales Terms & Conditions...

1 Basis of Sale

1.1 Affordable Granite & Marble Co. Ltd. (AGM)

Unit 1, Stoney Ley Sawmill

Main Road (B5056)

Nr Stanton in the Peak

Matlock

Derbyshire

DE4 2LW

Telephone: 01629 630022 Fax: 01629 630041

Company No: 04964308 VAT No: 829 2704 16

All contracts between AGM and the person (customer) who accepts the quotation from AGM for the sales of the goods or whose order of the goods is accepted by AGM shall be governed exclusively by these terms and conditions of sale and no variation or addition to these conditions shall be binding unless agreed in writing by the authorised representatives of the customer and AGM.

1.2 Except in respect of death or personal injury caused by AGM negligence, AGM 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 or profit or otherwise) cost, expenses or other claims for compensation whatsoever (whether caused by the negligence of AGM, its employees or agents otherwise) which arise out of or in connection with the supply of the goods, or their use, and the entire liability of AGM under or in connection with the contract shall not exceed the price of the goods, except as expressly provided in these terms and conditions.

2 General Terms

2.1 AGM 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 AGM's obligations in relation to the goods, if the delay or failure was due to any cause beyond the reasonable control of AGM, including but not limited to strikes, lockouts, trade disputes, import or export regulations or embargoes and difficulties in obtaining raw materials.

2.2 Customers are responsible obtaining any planning permission or consent for any work to be carried out. AGM cannot advise on working with electricity, gas or water and therefore accept no liability.

2.3 In line with English law, AGM shall be under no liability for any loss, damage or injury arising as a consequence of advice provided.

2.4 These terms and conditions and any contract between AGM and any other party shall be governed by English law. If any part of these terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.

2.5 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 common law are excluded to the fullest extent permitted by law.

2.6 AGM reserves the right to change these terms and conditions from time to time and when they affect current Customer orders AGM will advise the Customer accordingly in sufficient time to allow the Customer to amend or terminate the contract by written notice.

2.7 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 section 123 of the insolvency act 1986

2.8 Any notice to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office, 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.

2.9 No waiver by AGM or any breach of the contract by the customer shall be considered as a waiver of any subsequently breach of the same or any other provision.

3 Descriptions and Images

3.1 AGM cannot guarantee that the appearance or description and/or colour of products shown in any of our advertising or sales material will exactly match the appearance and/or colour of the actual products.

3.2 All natural materials supplied are subject to their natural markings, veining, variations in colour, cracks and vents. These are supplied cramped, stopped or reinforced where necessary and are not grounds for any claim.

3.3 Descriptions of materials offered are for guidance only and in no way imply suitability.

3.4 All dimensions quoted are nominal and no liability is accepted for reasonable variations.

3.5 Where samples have been submitted exact resemblances of the product supplied cannot be guaranteed.

4 Prices and Payment

4.1 The price of goods is the price stated in AGM's order acknowledgement, unless otherwise stipulated in writing by AGM. Quotes are only approximate and may differ to total price of the order acknowledgement.

4.2 The price quoted is exclusive of VAT (chargeable at the rate applicable at the time of delivery/collection). Prices are exclusive of delivery costs unless stated by AGM.

4.3 All credit card payments require a 1.75% fee, no fee for any other form of payment. This fee will be included in AGM's order acknowledgement price if informed by the customer beforehand of payment type. Otherwise AGM is entitled to add this amount onto the total price given in the order acknowledgement.

4.4 Customers without an account with AGM will be required to make payment of a 30% (of total price) deposit upon ordering. The remaining balance is to then be paid at the time the goods leave AGM's premises or earlier if delivery is delayed by the customer/on their behalf.

4.5 Customers with an account with AGM will be required to make full payment within thirty days of the invoice date.

4.6 AGM reserves the right to charge interest and debt recovery costs after 30 days from the invoice date. Interest will be charged at the Bank of England's base rate plus 8%. All costs in recouping debts from non payment will be added to the outstanding balance for the customer to pay.

5 Orders and Contracts

5.1 AGM accepts orders subject to availability of goods.

5.2 Orders taken by telephone will not be accepted unless confirmed in writing or e-mail.

5.3 On receipt of an order from the customer, AGM will issue an order acknowledgement that will confirm the relevant specifications, details and price. It is the responsibility of the customer to ensure that this order acknowledgement is correct.

5.4 AGM shall be under no liability in respect of any defect in the goods arising from any drawing, design, specification or template supplied by or on behalf of the customer.

5.5 No guarantee will be given for an exact match due to the nature of the product when asked to supply more than one piece of natural stone, or to match to any other piece.

5.6 Tolerance of +/- 2mm on the thickness of the granite and 3mm on cut out if polished and 2mm on cut out if unpolished must be expected.

6 Delivery

6.1 Goods shall be delivered by a method of transport AGM considers suitable to the address requested by the customer.

6.2 Delivery of goods shall be considered complete by AGM upon physical delivery by AGM, collection by the customer or on their behalf, or authorised agent of AGM at which point AGM is no longer liable.

6.3 Goods must be inspected and signed for by the customer or on their behalf upon delivery or collection. At this time, the customer shall be deemed to have accepted and not entitled to reject goods.

6.4 AGM will do all that is reasonably possible to meet given delivery dates however dates are only approximate. AGM shall not be liable for any delay in delivery of the goods howsoever caused. In such circumstances AGM will contact the customer to agree an alternative date. The customer will do all that is reasonably possible to enable delivery to take place on the given date. In unforeseen circumstances beyond the reasonable control of the customer, the customer will contact AGM to agree an alternative date.

6.5 If the customer refuses delivery or collection of goods within AGM's normal working hours or times agreed with AGM, AGM may store goods at the customer's risk and expense.

6.6 Hauliers subcontracted by AGM are expected to offload materials from their vehicle only. Any delivery taking longer than 1 hour from the time of arrival may incur a waiting charge, this cost will be passed on to the customer.

7 Risk and Ownership

7.1 As soon as delivery or collection is complete, the customer will be responsible for the safekeeping of the goods and AGM will not be liable for damage or fault arising from incorrect storage. If the customer fails to take delivery of goods at the time tendered by AGM, risk of damage or loss shall pass to the customer.

7.2 If upon delivery, payment has not been received by AGM in full, ownership of the goods shall remain with AGM and therefore the customer is required to keep goods in the same condition in which they were delivered or collected.

7.3 Until such time as the property of the goods passes to the customer, AGM shall be entitled at any time to require the customer to deliver the goods to AGM, 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 AGM.

8 Returns Policy

8.1 AGM shall be under no liability in respect of any defect in the goods arising from any drawing, design, specification or template supplied by or on behalf of the customer.

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

8.3 Goods which are made to measure, cut or altered to meet the requirements of the customer cannot be exchanged or refunded, unless they are faulty.

8.4 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 AGM in accordance with these terms, AGM shall be entitled to offer repair, exchange or refund the customer the price of the goods (or a proportionate part of the price), but AGM shall have no further liability.

8.5 Any claim by the customer which is based on any defect in the quality/condition of the goods or their failure to correspond with their description shall (whether or not delivery is refused by the customer) be notified to AGM within three days from the date of delivery. If delivery is not refused, and the customer does not notify AGM accordingly, AGM shall have no liability for such defect or failure.

8.6 Returned goods must be unused, as new, in saleable condition and in original packaging.