



DENFIND*stone*

Terms & Conditions of Sale

The terms and conditions outlined below apply to all purchases made from Denfind Stone.

In these terms and conditions of sale, “Denfind Stone” will mean to Denfind Stone Ltd and “the customer” will mean the individual or company placing an order with the company.

General

By placing an order with Denfind Stone, the customer agrees to be bound by and accept all conditions of sale. These terms and conditions supersede and replace and prior written agreements, representations or understandings between Denfind Stone and the customer.

All orders of goods are subject to availability. Denfind Stone will inform the customer as soon as possible if goods are not available. It is the customer's responsibility to check that all details of its order are correct.

Denfind Stone will not be responsible for any typographical error or omission in any print or web order.

Prices

Prices shall be exclusive of VAT, delivery and any other duty.

Prices, quotations or estimates are those current on the date when given or when posted on Denfind Stone's website. Denfind Stone will retain the right to alter them without notice.

Mixing Stone

If the customer is mixing colours or types of stone it is recommended that the customer ensures that they order enough of the goods to ensure that there is an even mix of colour and an adequate amount to cover the area required.

Examination and Acceptance

If the customer is acting in the course of its business, paragraph (i) applies. If the customer is acting in the course of its business (ie it is a consumer), then clauses (ii), (iii) and (iv) applies.

Business Sales

(i) The customer must inspect the goods on delivery or collection (as the case may be) that they are the correct type, of satisfactory quality, undamaged and the correct amount and if not, the customer must notify the company within 48 hours of delivery or collection for correction or replacement. If the customer does not reject them within this timeframe they are deemed to have accepted them and the company will have no liability thereafter.

Consumer Sales

(ii) If the goods are not of satisfactory quality and undamaged and the customer notifies the company within 7 days (starting on the day after the day of delivery or on the day of collection), the customer will be entitled to reject them and the company will either refund to the customer the price of the goods (including any delivery charges) or make available replacement goods (at the Customer's option). If the customer opts for replacement and it paid for delivery of the original goods, the company will deliver the replacements to the customer; if the customer collected the original goods, the company will make the replacement available for collection by the customer.

(iii) If an incorrect amount of the goods is delivered or collected and the customer notifies the company within the 7 days, the company will arrange to deliver or make available, the correct quantity of the goods.

(iv) The customer will be deemed (assumed) to have accepted the goods if the customer has not returned them to the company or informed the company of their rejection within the 7 days.

Right of Cancellation for Consumers

This paragraph only applies if the customer is acting for a purpose outside its business or if the customer has not visited the company's premises in relation to its order for the goods. The customer may cancel its order within 7 working days beginning the day after it received the goods.

The customer cannot cancel if the goods are made specifically for it, or it has installed any of them, or if it has damaged the goods in any way.

If the customer wishes to return the goods then it must arrange for the goods to be returned to the company. The customer must pay for the cost of sending the goods back to the company or the company's cost of collection. The goods must be returned undamaged and unaltered.

To cancel, the customer must let the company know in writing that it wishes to cancel. It must be by personal delivery, letter, fax or email sent within the 7 days to the company at the address above. If the customer tells the company verbally, it will nevertheless need to confirm it within the 7 days.

Delivery

Time of delivery is not guaranteed nor of the essence. Any schedule given by the company regarding delivery is given in good faith and the company shall endeavour to comply with it. The company will not be liable for any costs or expenses incurred as a result of late or no show.

Access to the delivery point must be on hard standing. The company reserves the right (and with absolute discretion) not to deliver the goods or to deliver them to the nearest area of hard standing in the event that the delivery point is not on hard standing.

It is the customer's responsibility to make the company aware of any access restriction difficulties and to ensure that a responsible person is on site to supervise off-loading.

Should the company decide not to deliver the goods as a result of the foregoing, the customer will nevertheless be responsible for the costs of delivery, re-delivery (if applicable) and storage.

Should the company decide to carry out the delivery to the delivery point even though it is on hard standing or there are access restrictions or difficulties, the customer shall indemnify the company for any loss or damage caused to the delivery vehicle or goods and for any injuries to any person directly or indirectly resulting.

Where delivery or collection or an order is made by instalments, each delivery or collection will be deemed to be the subject of a separate contract. Any failure by the company in respect of the delivery shall not entitle the customer to repudiate the order or any remaining instalments on goods being delivered.

Payment

Payments is due before delivery unless credit facilities have been agreed in advance. All invoices allocated to credit accounts to be paid no later than 30 days after date of invoice. The company may, on due notice in writing at any time withdraw the credit facilities that it has extended to the customer.

The customer shall make all payments due under the contract without any deduction of set-off, counterclaim, discount or otherwise, unless they have written confirmation from the company.

If the customer fails to pay the company any sum due by the due date, the company negates any further deliveries until payment is made or terminate the contract. The customer will begin adding interest to the company on such sums from the due date at the monthly rate of base rate at Clydesdale Bank Plc from time to time, accruing on a daily basis until payment is received. The company reserves the right to claim interest and compensation for late payment under the Payment of Commercial Debts (Interest) Act 1998.

Limitation of Liability

The remedies set out at "Examination and Acceptance" shall be the sole remedies being the fullest extent permitted by law.

The company's liability to the Customer (whether in contract, tort (including negligence shall in any event be limited to the price paid for the goods (including delivery). The company shall not be liable for loss of profit, business, goodwill, reputation, anticipated savings or for any consequential loss.

Nothing in these terms and conditions shall limit any rights which the customer may have as a consumer under statute or to limit the company's liability for death or personal injury through the company's negligence or for fraud or fraudulent misrepresentation.

Risk & Title

Unless otherwise stated, title to the goods passes to the customer upon receipt of payment of the goods, in cleared funds.

Risk of damage to, or loss of, the goods shall pass to the customer at the time when they are either collected by the customer at the company's premises, or when delivery is made to a location specified by the customer.

Samples, Variations, Quantities and Suitability

Samples submitted by the company are an approximate indication of texture, size, colour and general appearance only. Technical or other data are intended as a guide only. As the product is natural, there may be significant colour and surface differences between stone within the same range.

Variations in colour will occur as stone is a natural product. With time after use changes in colour can occur. This is a natural process for which the company will not be liable or responsible for.

It is the customer's responsibility to ensure that it has ordered the correct quantity.

The company does not give any warranty as to the suitability of the goods for any given environment.

Force Majeure

The company shall not be liable for any failure to supply or deliver the goods to the purchaser from circumstances outside its reasonable control.

Web Site

The information, descriptions and images appearing on the company's web site are for information only and should not be relied upon. The company reserves the right to modify the content on the site at any time and without prior notification, such changes to take effect on publication.

Variations

Any variations to these terms and conditions must be in writing and signed by a director of the company.

Third Parties

No third parties are intended to have any right to enforce any provision of these terms and conditions.

Price & Payment

For general help and information please contact us.

The price for the goods will be as advised by Denfind Stone at the time at which they are ordered. Unless otherwise stated the price does not include delivery and VAT which are extra. Where prices are shown to include VAT this is at the current rate where applicable.

Any customs or import duties levied once the package reaches your country will be the responsibility of the customer as we have no control over these charges and cannot predict what they will be.

We accept all major credit and debit cards over the phone.

We also accept orders paid by cheque if you prefer. Cheques should be made payable to Denfind Stone Ltd. For security reasons orders cannot be dispatched until your cheque has cleared.

Delivery**Responsibility for the Goods**

You will be responsible for the Goods from the time when they are delivered to you. We will be responsible for the Goods while they are in transit so that if they are damaged on arrival under the returns policy we will replace them free of charge. To take advantage of our returns policy however, you must inform us within 3 working days of their being delivered to you – you can contact us on 01382 370220. If they do not arrive at all we will also replace the Goods free of charge.

Returns**Unwanted Goods**

Some of our products are made to order, which means that we cannot exchange or take back unless it is actually defective. If this is the case, we will let you know that the item is non returnable before we process your order. We realise it is difficult to know exactly what you are getting, so for made to order items we can arrange to send you material samples in advance.

Damaged or Defective Goods

You must contact us within 3 days of receipt if items are damaged or defective on arrival. Goods which have been damaged in transit, or are different from the information given about them on the site, can be replaced at no cost with free delivery.

Company Information

Registered Address:

Denfind Stone Ltd, Denfind Farm, Monikie, Angus, DD5 3PZ

Company Registration Number SC268906 (Scotland)

VAT Registration Number GB 847 4238 07

Privacy

We follow strict security procedures, as required by the UK Data Protection Legislation regarding storage and disclosure of any information given by you. Under these guidelines we offer an assurance of total confidentiality and promise that your details will not be disclosed to any other companies other than to fulfill your order, in which case the minimal information will be given.