

**GENERAL TERMS AND CONDITIONS OF SALE:**

**1. Terms:**

1.1. Each sale of Goods is made upon and subject to these Terms and Conditions of Sale.

**2. Definitions:**

2.1. "Seller" shall mean Stonespec Australia Pty Ltd and its successors and assigns.  
 2.2. "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.  
 2.3. "Goods" shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services or hereinafter defined).  
 2.4. "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).  
 2.5. "Price" shall mean the cost of the Goods as agreed between the Seller and the Customer subject to clause 5 of this contract.

**3. Acceptance:**

3.1. Acceptance of these Terms and Conditions of Sale is deemed to occur when the customer orders goods and services from the Seller.  
 3.2. Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the price.  
 3.3. Upon acceptance of these Terms and Conditions by the Customer the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions with the written consent of the Manager of the Seller.  
 3.4. None of the seller's agents or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor are the Seller bound by any such unauthorized statements.

**4. Goods:**

4.1. The Goods are described on the invoices and quotation as provided by the Seller to the Customer.

**5. Price and Payment:**

5.1. The prices are charged based on the price list published by the Seller.  
 5.2. The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied.  
 5.3. Prices are subject to change without notice. Wherever possible, one month's notice will be given for any price changes.  
 5.4. Any prices do not include delivery costs unless otherwise specifically stated. The charge for delivery of goods shall be at the Seller's ruling rate of cartage at the date of delivery. Urgent deliveries will attract a further surcharge.  
 5.5. The deposit amount or percentage of the price will be stipulated at the time of the order of the Goods/ Services and shall become immediately due and payable.  
 5.6. Payment is required prior to delivery of the Goods/Services unless credit arrangements have been made strictly in accordance with the seller's credit policy.  
 5.7. Payment will be made by Direct Deposit. Westpac BSB: 032-563, Account: 425201. Goods received upon receipt of payment advice. Please fax bank deposit slip or email advice.

**6. Ordering:**

6.1. It is the responsibility of the Customer to ensure that sufficient goods are purchased to complete their job; the seller cannot guarantee future supply of any product.  
 6.2. Where the Seller provides and estimate, the Customer needs to satisfy themselves of its accuracy.  
 6.3. Goods will require 6-14 weeks for processing and delivery, dependant on country of origin. It is the responsibility of the Customer to ensure that sufficient time has been allowed for materials to be delivered to site.

**7. Colour:**

7.1. All Natural Stone is subject to natural markings and inherent colour and dimension variations. Accordingly, samples are supplied as a guide only and no guarantee of colour can be given. The Customer acknowledges that variations in the colour/appearance of the goods may occur and are beyond the control of the Seller. All goods must be inspected and approved prior to laying as claims cannot be accepted or liability admitted once tiles/paver/stones are laid.  
 7.2. The Seller accepts no responsibility for variations in colour between goods supplied under different orders or where goods are delivered separately at the request of the Customer.

**8. Delivery of Goods/Services:**

8.1. Delivery of the Goods shall be made to the Customer's address. The customer shall make all arrangements necessary to take delivery of the Goods wherever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at the Seller's address.  
 8.2. Delivery of the goods to a carrier, either named by the Customer or failing such naming to a carrier at the discretion of the seller for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.  
 8.3. The Costs of delivery which the Customer reasonably directs the

Seller to incur shall be reimbursed by the Customer and shall be due

on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.

8.4. The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule).  
 8.5. Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.  
 8.6. The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly at all.

**9. Title of Goods:**

9.1. Property in each unit of the goods shall pass to the customer when full payment has been received by the seller.  
 9.2. Until property passes to the Customer the Customer acknowledges that the relationship of the Supplier and the Customer is a fiduciary relationship and further that during this time the customer is in possession of each unit of the goods solely as bailee for the company and in that capacity shall store the Goods separately from the Customer's own goods or those of any other person and in a manner which renders the goods clearly identifiable as goods of the company and maintains the state and condition in which the Goods were received.  
 9.3. The company may without prejudice to any of its rights and without prejudice notice retake and resume possession of all goods which remain the property of the Supplier and may for that purpose by its servants and agents enter upon the Customer's premises or any other place where the goods may be upon the occurrence of any one of the following events:  
 a. The customer commences to be wound up or is placed under official management or a receiver is appointed or a receiver is appointed or an encumbrance takes possession of its undertaking or property or any part thereof; or  
 b. The customer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor; or  
 c. The customer fails to pay the whole or part of the purchase price or transport or other charges for any unit of the goods supplied hereunder when due and payable; or  
 d. The customer is in breach of any other terms and conditions of the standard terms of trade.

**10. Risk:**

10.1. The Customer shall take delivery of the goods at the agreed delivery address. Risk in respect of the goods shall pass on delivery.

**11. Return of Goods/ Defects:**

11.1. It is the responsibility of the buyer to check all goods on receipt, in all respects – no claims will be investigated by the Seller for shortages, batch variations, product quality or performance 48 hours after delivery or if the tiles/paver/stones have been fixed.  
 11.2. Any goods delivered to the customer which are damaged or defective, or which are not otherwise in accordance with the customer's order, may be returned to the Seller within seven (7) days of delivery, at no cost to the customer. The Customer shall afford the seller an opportunity to inspect the goods within a reasonable time following the delivery if the Customer believes the goods are defective in any way. If the Customer shall fail to comply with these provisions, the goods shall be conclusively presumed to be in accordance with the terms and conditions and free from a defect or damage.  
 11.3. For defective goods, the seller's liability is limited to either (at the seller's discretion) replacing the goods or repairing the goods provided that:  
 a. The Customer has complied with the provisions of Clause 11.2;  
 b. The Seller will not be liable for Goods which have not been stored or used in a proper manner;  
 c. The Goods are returned in the condition in which they were delivered and with all the packaging material, brochures and instruction material in as new condition as it is reasonably possible in the circumstances.  
 11.4. Goods made to special order or Customer specifications are under no circumstances acceptable for credit or return. Cancellation of orders for special items will not be accepted once these orders are in production.  
 11.5. Whilst every effort will be taken by the seller to match colour of product, the seller will take no responsibility for any variation between sale samples and the final product.  
 11.6. Stonespec Australia reserves the right to refuse to accept any tiles/paver/stones for credit.

**12. Default and Consequences of Default:**

12.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the rate of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.  
 12.2. If the Customer defaults in payment of any invoice when due =, the customer shall indemnify the Seller from and against all the seller's costs and disbursements including legal costs and in addition all of the Seller's nominees cost of collection.  
 12.3. Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the seller may suspend or terminate the supply of goods to the customer and any of its other obligations under the terms & conditions. The seller will not be liable to the Customer for any loss or damage the customer suffers because the seller is exercised its right under this clause.  
 12.4. In the event that:  
 a. Any money payable to the seller becomes overdue, or in the Seller's opinion the customer will be unable to meet its payments as they fall due; or  
 b. The customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors' or  
 c. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the customer or any asset of the customer; then without prejudice to the seller's other remedies at law  
 d. The seller shall be entitled to cancel all or any part of any order of the customer which remains unperformed in addition to and without prejudice to any other remedies; and

e. All amounts owing to the seller shall, whether or not due for payment, immediately become payable.

**13. Privacy Act 1988**

13.1. The customer agrees for the seller to obtain from a credit reporting agency a credit report containing personal credit information about the customer in relation to credit provided by the seller.  
 13.2. The customer consents to the seller being given a consumer credit report to collect overdue payment on commercial credit (section 18k (1)(h) of the Privacy Act 1988).  
 13.3. The customer agrees that personal data provided may be used and retained by the seller for the following purposes and for other purposes as shall be agreed between the customer and the seller or required by law from time to time:  
 a. Provision of goods and services;  
 b. Marketing of goods and services by the seller,  
 c. Analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of goods/services;  
 d. Processing of any payment instructions and/or credit facilities requested by the customer; and  
 e. Enabling the daily operation of the customer's account and/ or the collection of amounts outstanding in the customer's account in relation to the goods and services.  
 13.4. The seller may give information about the customer to a credit reporting agency for the following purposes:  
 a. To obtain a consumer credit report about eh customer; and or  
 b. allow the credit reporting agency to maintain a credit information file containing information about the customer.  
 13.5. The customer further authorises and consents to the seller disclosing information about its credit worthiness to credit reporting agencies and credit providers ( including identity particulars and details of particulars and details of overdue payments), who have or are to intend to enter into some commercial or business dealings with it and/ or grant credit to it. For the purposes of this paragraph 'report' and 'information' include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the applicant's credit worthiness, credit standing, credit history, credit capacity and personal information.

**14. Liability/ Warranty**

14.1. Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods pursuant to the contract of all or any of the provisions of part V of the trade practices act 1974 (as amended) or any relevant state act ( hereunder collectively referred to as "the Acts") which by law cannot be excluded, restricted or modified. Provided that to the extent that any of the Acts permits the seller to limit its liability for the breach of any condition or warranty applying in the case of good, such one or more of the following as the Seller in its discretion determines:  
 a. The replacement of the goods or the supply of equivalent goods;  
 b. The repair of the goods'  
 c. The payment of the cost of replacing the goods or acquiring equivalent goods;  
 d. The payment of the cost of having the goods repaired.  
 14.2. The Seller is not responsible for any expenses or injury arising from the use of any product supplied thereby.  
 14.3. For Goods not manufactured or imported but he seller, the warranty provided by the manufacturer of the goods. The seller shall be under no liability whatsoever, except for the express conditions as details and stipulated in the manufacturer's warranty.

**15. Law**

15.1. The parties agree that these terms and conditions of credit shall be governed and constructed in accordance with the laws of the state of Queensland and the parties agree to submit to the jurisdiction to the courts of Queensland.

**16. Force Majeure**

16.1. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm, government restrictions, theft, vandalism, delay in shipment or any other event beyond the reasonable control of either party.

**17. Banking Details:**

Remittance by Mail: Stonespec ABN:16146057865

29 Hutchinson Street, Burleigh Heads, Queensland, 4220

Remittance by EFT to:

Westpac BSB: 032-563, Account: 425201.