

## **ASHOVER STONE - Terms & Conditions**

- 1.All orders are accepted on the following conditions unless expressly varied or amended by us in writing.
- 2.Any delivery date given shall be approximate only and the time of delivery shall not be deemed to be of the essence.
- 3.All prices quoted are for goods and items which are not in a weathered, antique, mossy condition unless otherwise specified in writing by us.
- 4.Goods are examined by us before leaving our premises and we accept no responsibility for damage caused by careless handling or storage on the customer's premises or sites or through incorrect fixing.
- 5.No responsibility is accepted by us for delays in completion of the contract due to labour disputes or other factors beyond our control.
- 6.Goods are not tested or sold as fit for any particular purpose unless accompanied by a warranty issued by us specifically stating such a purpose.
- 7.In the event of a complaint arising under, out of, or in connection with this contract, our liability to the customer shall under no circumstances exceed the estimate or quotation price of the particular piece /s in regard to which the complaint is made.
- 8.Any variation to an order or cancellation thereof is subject to our written acceptance on terms indemnifying us against loss of damages. Goods shall not be returned without our prior agreement.
- 9.At the time of placing the order (unless condition 10 shall apply) the customer shall give us his name and place of abode and/or business and shall pay us the whole of the total price unless varied by us in writing.
- 10.A binding contract which includes these terms and conditions of sale shall be concluded only upon the despatch by us to the customer of the goods ordered which may at our absolute discretion be delivered from stock before payment by the customer and in such event payment shall be made by him within 28 days of the receipt by him of the advice note relating to such delivery. We reserve the right to charge 5% every succeeding 28 days on the total amount outstanding.
- 11.Payment in respect of export accounts shall be made to us in advance of despatch.
- 12.No responsibility is accepted by us for loss and /or damage to any article hired, or liability for injuries to third parties, and the article hired shall be the responsibility of the customer from the time of collection from our premises until the return of the goods to our premises.
- 13.All expenses relating to the delivery of goods on approval shall be charged to the customer and all goods taken on approval shall be considered sold and the customer invoiced unless such goods shall be returned to our premises within 14 days from the date of supplying the said goods. All goods on approval shall be the customer's entire responsibility whilst in his custody or under his control.
- 14.All moulds made to customer's specifications remain the property and copyright of the Company which reserves the right to sell the moulds or its casts, unless such use is specifically excluded by us in writing.
- 15.We reserve the right to alter any ornament or part of a whole composite design of ornament at any time. We reserve also the right to withdraw any ornament or part from sale.
- 16.In the case of delivery of goods by instalment, the Buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole Contract.
- 17.In the event of the Buyer refusing to accept delivery of goods after delivery arrangements have been confirmed in writing by the Company, the Company shall (without prejudice to any other rights or remedies available to it) be entitled to charge the buyer with all packing, unpacking, loading, unloading and transportation costs incurred in such an abortive delivery.

## **Delivery**

- 1.Risk of damage to or loss of the goods shall pass to the Buyer upon Delivery.
- 2.We should be notified immediately should any goods not be received within 14 days of despatch.
- 3.Should any goods arrive in a damaged condition we are unable to entertain any claim for damages unless we are notified on the day of delivery and in writing within two days of the date of delivery. Furthermore where such goods are consigned by carrier the buyer must in addition comply in all respects with the carrier's conditions of carriage for notification for omissions from the delivery or loss or damage in transit.
- 4.The buyer warrants that where delivery is made by road transport by carrier sufficient and suitable access to the said destination including a road surface capable of withstanding the weight and size of the transport and loads is available.
- 5.Delivery shall be to the nearest kerbside. Placement or erection is not included unless previously agreed in writing. If additional labour is required for unloading, this shall be supplied by the buyer.
6. You will be notified of the exact day your delivery will be on. Standard delivery times are from 08:00 to 18:00 Monday to Friday.
7. Someone must be in to sign for the goods.
8. In the event of delivery being attempted but failing for any reason there will be additional charges to the buyer.

## **Returns**

- 1.Refunds will only be given on standard stock items.
- 2.Refunds will only be given if the goods are returned within seven days of delivery. The goods must be returned with original packaging and be in the same condition as when dispatched.
- 3>Returns will not be accepted unless returns authorization is given by the company.
- 4.The cost of returning the goods, whatever the reason is the responsibility of the buyer.
- 5.No delivery costs will be refunded and a 20% restocking charge will be applied.