

SANDSTONE WORLD PTY LTD

Sales: Troy Collins 0431 285 425

A.B.N – 22 871 774 763

Email: sales@sandstoneworld.com.au

Web: www.sandstoneworld.com.au

Disclaimer

As with all natural products variation in colour, texture, shape, thickness and composition can be expected from time to time, in which Sandstone World cannot be held liable. Transport is supplied by contracting companies. Once the Truck is instructed to drive onto private property it is at the owners risk any recovery, down time or breakage will be charged to the customer or land owner, all due care is taken. Any discrepancies due to delivery problems or times are to be taken up with the transport companies involved. Sandstone World will not be held accountable for the transport. Production of Sandstone products could be delayed due to mechanical breakdown, bad weather or a bad patch in stone in which Sandstone World cannot be held liable.

ANY DISCREPANCIES IN QUALITY WILL NOT BE RECOGNISED IF NOT BOUGHT TO OUR ATTENTION WITHIN 24 HOURS AFTER DELIVERY HAS TAKEN PLACE.

Purchasers and users of Sandstone World products should satisfy themselves as to the physical properties of the sandstone product, and its suitability for a particular application. Sandstone World accepts no responsibility nor any liability whatsoever arising from its use.

ALL SIZES FOR OUR PRODUCTS ARE APPROXIMATE ONLY.

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TERMS AND CONDITIONS/DISCLAIMER

1. Price and Payment:

Products on order which are outstanding will be specified on the invoice, "Payment is due in full and shall be paid by bank transfer or credit card (credit card incurs a 1% credit card fee) the day prior to dispatch. All pricing is exclusive of GST and other taxes and will be added to the price apart from when they are specifically included in the price. A 10% deposit is required for all Custom works and must be paid before the job can proceed to production.

2. Charges:

Sandstone World charges will be reflected earned when the products for dispatch are loaded and delivered to the client's premises as indicated.

3. Customer's Duty:

The customer clearly warrants Sandstone World and its transport subcontractors that the customer is either the owner or the legalised being of the owner of any products or property that is the subject matter of this contract of delivery. By entering into this contract the customer accepts these 'Conditions of Contract' for the consignee as well as for all other people on whose behalf the customer is acting.

4. Delivery and Unloading of goods:

It is the customer's accountability to make sure that Sandstone World and its transport subcontractors have clear and unrestricted access to the delivery site to allow them to offload and/or 'Tip Off' the products without the trouble of interference with trees, powerlines etc. and to make sure the trucks will not get damaged as well as the safety for the delivery drivers to drive on site.

Where Sandstone World and its transport subcontractor's acts on the customer's instruction to offload or 'Tip Off' the products at a precise location, then Sandstone World and its transport subcontractors will not be held liable in any way foreseeable should the products or the trucks delivering the products cause any loss or destruction to the delivery site. Sandstone World will not be held directly responsible for the transport delivery or of any expected arrival times, all delivery times are an approximate only and are specified to the customer upon placement of order and there are numeral factors that come into play which can affect some deliveries which can then be delayed which Sandstone World is not held accountable. Transport is supplied by exterior subcontracting companies. When the Truck is coached to drive onto a customer's private property by the buyer/site contact of delivery it is at the owners or land owners risk only.

Any salvage, recovery, down time or breakage will be the responsibility of the customer or landowner, all due care is taken. Any inconsistencies with deliveries will be taken up with the transport company involved. Customers are advised to be on site at the time of delivery. Where the site is not accessible for transport to make the delivery, the customer is accountable for paying the delivery costing for each attempted delivery. It is up to the driver's discretion what is deemed safe or accessible for their vehicle.

Unloading:

When the customer desires we 'Tip Off' the products instead of Machine Unloading we are not responsible for any possible breakages, chips, and damages to the products. It is suggested that on placement of the order that you Machine unload the product from the truck on arrival (which comes with an extra cost). Although with Machine Unloading you may still get damages to the products through Machine Handling errors which Sandstone World will not take any obligation for. Otherwise, 'Tip off' on a mound of dirt / sand / gravel / bark is a good option and may minimise any damages to the product is recommended. Should you choose to complete a Machine Unload and need more time to unload the products then the time given, payment is required immediately via Credit Card.

5. Loss or Damage:

Any loss of or damage to the products (including but not limited to perishable or fragile goods)

A) Sandstone World and its transport subcontractors will not be responsible for any accountability for any damage to, loss,

deterioration, miss-delivery, delay in delivery or non-delivery of the goods (whether the goods are or have been in the possession of Sandstone World and its transport subcontractors or not) nor for any instructions, advice, information or service given or provided to any person, whether in respect of the goods or any other thing or matter, nor any consequential or indirect loss, loss of market or consequences of delay; and

B) The customer will insure Sandstone World and its transport subcontractors in contradiction of all claims whatsoever, triggered or caused by any person in connection with the matter, said or omitted by Sandstone World and its transport subcontractors in relation to the products. Sandstone World and its transport subcontractors shall be permitted to preserve the moneys due to the charges sustained and sale of such products or delivery, from the proceeds of the sale and will condense any surplus to the entitled person.

6. Order and Supply of Product/s:

6.1 The customer recognizes and settles that the purchase of any products from Sandstone World is on these 'Terms and Conditions of sale ("Terms").

6.2 The placing of an Order via Sandstone World establishes acceptance of these Terms and conditions.

6.3 The supply of products is subject to availability.

6.4 Sandstone World reserves the right to delay or cease the supply of products to the customer.

6.5 If Sandstone World is incapable to supply all of the products quoted, the Terms endure to apply to any part of the quotation supplied.

6.6 Product and/or Cancellation:

As Sandstone is a "Natural Product" there will be some variation in colour, texture, shape, thickness, composition and tolerances can be estimated, in which Sandstone World will not be held liable. Product sizes are approximate only and is stated on quoting and invoicing. Payment of your invoice is acceptance of the products described. Any invoicing discrepancies need to be brought to our attention prior to payment. Any inconsistencies in quality will not be accepted if not brought to our attention within 24 hours of dispatch of delivery and in writing via email or text. Consumers of Sandstone World products should gratify themselves as to the properties of the sandstone product, and its suitability for their own precise needs. Sandstone World will not accept accountability nor any liability of any kind arising from its use.

Cancellation:

Cancellation of orders that are placed "MUST" be advised to Sandstone World in writing 24 hours prior to "dispatch" of the products. Products already dispatched cannot be cancelled; Sandstone World has already sustained the cost of the products and Transport. Costs of Products and Transport are not refundable to Sandstone World by the Goods Supplier or the Contracted Transport providers once dispatch has already transpired.

7. Payment:

7.1 "Payment in full will be made by bank transfer or via credit card which incurs a 1% Credit card fee the day prior to delivery " of each cartage of products. The Seller is not indulged to deliver the pertinent consignment of products until payment in full has been made with a bank remittance emailed through for proof of purchase.

7.2 If the Buyer does not make any payment by the due date, the customer has breached the Terms of contract which than can arise an insolvency event in duration of the Buyer suspected by the Seller to rise, the Seller may (without limiting any other right or claim it may have against the Buyer) do any or all of the following:

(A) If the Buyer does not make any payment by the due date, the seller may Cancel or suspend any orders or cease providing the products to the customer;

(B) Dismiss any contracts between the Seller and the Buyer and request immediate payment of any debt due and monies that is outstanding;

7.3 If any part of the invoice is in disagreement, the balance will still continue to be payable and must be paid when its specified to be due. The customer has no right to set off any claim against the Seller for moneys owing to the Seller.

8. Price:

8.1 The price for all products sold will be at the Seller's price current at the date of delivery of the goods. All prices quoted are exclusive of GST and transport costs where applicable which are subject to disparity.

8.2 Sandstone World may at any time change its price to reveal, among other things, changes and exchange rates or the obligation of any duties, levies or other taxes and the customer is guaranteed by those changes in price.

8.3 Sandstone World may charge a rational handling fee for all orders delivered to the customer.

8.4 The customer must accept any errors or omissions in quoting, invoicing and, where applicable, the customer must receive the amended pricing and accept and pay the difference within the approved terms of trade.

9. Delivery:

9.1 If a Delivery Date is specified, that date is an estimate only and Sandstone World is not liable for any postponement regarding the customer's delivery.

Time is not of the essence when it comes to supplying a natural product, there is a number of factors that come into play when assuring a delivery time for a customer's order in relation to delivery and the Buyer must accept delivery and pay for the products delivered including transport costs, if applicable, even if they are delivered after any specified delivery date or time. If wet weather comes into play than it is up to the customers discretion on whether they would like to postpone their delivery because

as soon as our transport subcontractors are loaded they must deliver to site.

9.2 Sandstone World in its complete preference when there is request of the customer place the products at a designated location on site at the Property. If the customer's carriers enter the Property for this purpose it shall be deemed to do so at the invitation of the Buyer and the Buyer warrants that it has possession of the Property and is authorised to invite the Seller's carrier on the Property. The Buyer agrees that the Seller and the Seller's carrier are not liable, and when the Buyer is not the owner of the Property, agrees to indemnify the Seller and the Seller's carrier for any damage, loss or injury to the goods or to any other Property of whatsoever nature or to any person, cause or contributed to buy the Seller's carrier while the Seller's carrier is complying with the Buyer's request to deliver the products to a designated location on site. Sandstone World recommends the site contact be on site for the delivery or available via telephone at the time of delivery.

9.3 Sandstone World's statement of account showing specification, quantity and place of delivery of the products shall be deemed to be prima facie proof of delivery of the specification and quantity of the products and of the site of delivery.

10. Inspection:

10.1 The customer must inspect the products within 24 hours of delivery and any inconsistencies with the products must be made to Sandstone World within 24 hours and in writing.

10.2 Any claim that the products are not in accordance with these Terms (including if they are defective, damaged during delivery, short delivered) must be documented at the time of delivery in writing to Sandstone World within 24 hours after delivery of the products to the customer. If the customer fails to make a claim then, to the degree allowable by law, the products are considered to have been accepted by the customer and the customer must pay for the products in agreement with these Terms.

11. Delays and Damage:

11.1 Sandstone World commences to complete and deliver each Order by the Delivery Date specified, provided that the Seller will not be responsible for any loss or damage arising from any delay or failure to deliver the goods for any reason whatsoever.

If requested by the customer, Sandstone World may agree to vary the Delivery Date.

11.2 The Seller accepts no responsibility for the delay in the delivery of or damage to the goods where:

(A) Third party carriers have been used; or

(B) Where the Buyer has provided their own freight and off loads some arrangement.

12. Cancellation:

12.1 Cancellation of Orders must be given to Sandstone World in writing 24 hours prior to the initiation of delivery of the products.

The customer must compensate Sandstone World for any expenses in addition to the fee referred to in clause.

12.2 Below which the Seller has incurred prior to receipt of notification cancelling the Order. The Seller requires 24 hours to influence the cancellation of the Order of products.

12.3 A fee of 50% of the cost of order in the case of custom made products will be imposed to cover loss and administrative costs associated with cancelling the Order.

13. Risk:

13.1 Products supplied by Sandstone World to the customer is at the Buyer's risk directly on delivery of products to the Buyer or the Buyer's care.

13.2 The customer must indemnify the products at its cost from delivery of the products until they are paid for in full against such risks

14. Quality:

14.1 The customer agrees that:

(A) All inferred conditions and warranties on the part of the Seller in relation to any of the products to be supplied by the Seller are omitted to the maximum degree permitted by law;

(B) Subject to any non-excludable rights discussed on the Buyer by law, no claims in admiration of any products supplied by Sandstone World will be recognised by the Seller unless made in writing and notified by the Buyer to the Seller within 24 hours of delivery of the products to site.

14.2 The customer recognizes that all products, which are supplied as "Special Grade Goods", or "Seconds" are defective or damaged. The Buyer accepts that "Special" grade goods or "Seconds" are purchased on an as is basis and no claims for any loss or damage experienced by the Buyer will be accepted by the Seller.

14.3 The Buyer agrees that some products may be chipped, broken, damaged or unusable ("Imperfect Goods").

(A) The Seller indorses that the Imperfect goods be used for cuts and infill.

(B) The Seller will practice sensible endeavours to guarantee that the Imperfect goods do not exceed 10% of the Order placed.

14.4 Sandstone World will not accept any responsibility for the cleaning or sealing of the products.

14.5 The Buyer recognizes that variation and colour and texture are unavoidable due to differences in natural stone deposits and the Seller accepts no responsibility for colour variation, fading or discolouration, which may occur for any reason whatsoever.

14.6 Tolerances

The buyer accepts that whereas processing Natural Stone, size and thickness, tolerances apply as per following

- (1) Dimensions of products supplied will vary as all dimensions are approximate only. Sandstone is a natural product. Whereas every exertion by the seller is prepared to attain truthful sizes on which variances must be allowed for.
- (2) Should the buyer wish to attain tolerance levels from the Seller on any given product they should do so prior to payment of the invoice to ensure the product they are purchasing is satisfactory to the project they are completing.

15. Complaints:

15.1 Although every endeavour will be prepared to deliver products of consistent colour, no guarantee is made that colours of individual goods will match as Sandstone is a natural stone and no two products are the same. All complaints must be made in writing within 24 hours of delivery.

15.2 The Seller will not take responsibility for:

(A) The removal of any costs experienced by the Buyer related with removing any Imperfect goods or replacement.

16. Returns:

16.1 The Seller is not obligated to accept a return of the goods.

17. Force Majeure:

17.1 The Seller shall not be accountable for any catastrophe to perform or for any delay in the concert of the contract due to strikes, plant or equipment failure, failure of supply of natural resources and other manufacturing ingredients, strikes, lockouts or any other labour difficulties, fire, explosion, flood, earthquake, war, government action or prohibition or any other cause or occurrence yonder its reasonable control.

18. Limitation of Liability:

18.1 The Seller is not responsible for any loss or damage of any kind whatsoever and howsoever ascending out of or in construction with the supply of products, including without limitation any unintended or significant loss, including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings, arising out of or in connection with the supply of the goods even if due to the negligence of the Seller or any of its employees or agents.

19. Amend Terms:

19.1 The Seller may modify or fluctuate the Terms by notifying the Buyer in writing of the alteration or variation.

20. Definitions:

20.1 In the Terms, the following words have the following meanings: "Buyer" means the party other than the Seller identified in the Order Form;

"Delivery Date" means the delivery date stated in the Order Form; "goods" means the products to be sold by the Seller to the Buyer, which are described in the Order Form;

"Order Form" means the form used by the Seller from time to time to sell its products, to which these Terms are attached;

"Order" means an offer to purchase the goods described in the Order Form;

"Property" means the address contained in the Order Form;

"Seller" means Sandstone World – ABN 22 871 774 763

"Terms of Trading Agreement" means the terms and conditions as stated above.