



## Terms & Conditions

### 1. Definitions

1.1 In this agreement:

"the Company" means LSJ UK Limited trading as HomesinStone of 1 Ingrave Road, Brentwood, Essex CM15 9DY.

"the Customer" means the person or entity specified on the Order / Quotation form.

"the Order" is the agreement for the sale/order of goods between the customer and the company.

"the Order Form" is the signed agreement for the sale/order of goods between the customer and the company.

"the Goods" means the items or parts to which "the Customer" agrees to purchase from "the Company" as specified on the order form.

"Conditions" means the standard terms and conditions of sale as set out in this document and applies to special terms as agreed between the customer and the company.

"Price" means the price of the goods less insurance, carriage and VAT.

"Date of Delivery" means the preferred date noted on the order form when the goods shall be delivered to the customer by the company.

### 2. Conditions

2.1 These conditions are the only conditions upon which HomesinStone ("the company") is prepared to deal with its customer ("the customer") and shall govern the contract or any sale.

2.2 These conditions may only be modified in writing on behalf of the company by a Director and no other action will be accepted as Basis for modification of the conditions.

### 3. Goods and Specification

3.1 The Customer is responsible for ensuring the specification of the goods and installation site on the Order Form are suitable for the area in which the goods are to be installed and the company is not responsible for any problems with installation to which it has no control.

3.2 The Customer is responsible for checking the accuracy of the Order Form and for ensuring the necessary information is given to the Company to fulfil the contract.

3.3 Acceptance of the Order Form and/or quote by the Customer is deemed to be acceptance of its accuracy for sizes, colour and quantities of the Goods.

3.4 Any samples, brochures, literature or pictures are issued for the sole purpose of providing an idea of the colour, quality and size of the goods. As stone is a natural product, the Company cannot guarantee colour or shade differences between batches of products.

### 4. Price & Payment

4.1 The price will be the price given in our current published price list or separate quotation valid for a period of 30 days from date of quotation.

4.2 All prices printed or quoted are exclusive of insurance, carriage and VAT. All taxes will be added at the prevailing rate.

4.3 Unless otherwise agreed in writing, payment for the Goods and delivery charges must be received by the company before the goods are delivered or collection allowed.

4.4 If the Customer fails to make payment in full or part thereof with out a valid and lawful reason, the company shall be entitled to:

4.4.1 Immediately cancel the Order and suspend any further order or deliveries until such time as payment is received by the Customer and pursue recovery from the Customer for any reasonable incurred expenses or costs associated with non-payment.

4.4.2 Under the Late payment of Commercial Debts act 1988, charge the customer interest at the daily rate of 4% above the HSBC's current annual base rate on the unpaid amount before or after any judgement.

### 5. Delivery & Acceptance of Goods

5.1 The company and the customer agreed date of delivery or collection of the Goods is an estimate only and the company is not liable for any costs either directly or indirectly incurred by the delivery or collection date not being met.

5.2 All collections shall take place after notification to the customer that the Goods are ready to be collected.

5.3 The Company uses a Pallet delivery company for bulk orders and cannot be held responsible for late deliveries. The delivery will be made as close to the address on the order form as practically possible. Offloading of the Goods is the customers responsibility. The driver is not insured to carry goods into the premises or up or down any stairs.

5.4 The customer will ensure suitable site access and labour are available to handle the Goods on the agreed delivery date.

5.5 The company reserves the right to charge the customer for any storage, insurance or re-delivery costs for the goods due to an act or omission of the customer.

5.6 Deliveries are normally made within 7 days for carried stock items. Non-stock items will be delivered at an agreed date with the customer.

5.7 A signature is required at the time of delivery. The Goods must be initially checked for damage at the time of delivery. If Goods are visibly damaged or missing, they must not be signed for and taken back by the driver. The Goods must be fully inspected for damages within 1 Hour of receipt of delivery and the company or delivery company must be notified within 1 hour. No claims will be accepted after this time for insurance purposes.

5.8 In line with Industry standards, please allow 10% for damages for tiles. Damaged tiles can be still used in areas where cut down tiles are needed. We advise adding 10% to your order to allow for cutting and wastage and to minimise extra delivery costs.

For single items, the Company will arrange for a suitable replacement or full refund if the item is not in stock.

### 6. Risk of Property

6.1 The risk in the goods shall pass to the customer upon delivery or collection of the goods to or by the customer.

6.2 The legal ownership of the goods shall not pass to the customer until full payment or any other sums due have been received by the company.

### 7. Cancellation & Returns

7.1 Under the distance Selling Act 2000, the Customer has the right to cancel the order at any time up to the end of 7 working days after the goods have been delivered, by giving written notice by letter or fax of cancellation to the Company.

7.2 If the Customer exercises the right of cancellation after the goods have been delivered, the Customer will be responsible for returning the Goods at their own cost.

7.3 The Customer must insure the Goods being returned and the Goods must be returned complete and as new in their original packaging. The Company will not be responsible for goods that are lost, stolen or damaged in transit. Any damages to returned goods will be deducted from any refund due.

7.4 The Company will refund the Customer within 30 days for any sum that has been paid or debited from a payment card, excluding any carriage expenses and a re-stocking fee of 20% of the gross value of the Goods.

7.5 A Customer will have no right of cancellation or refund if the Goods on the Order form are made to the Customers specification or other written request.

### 8. General

8.1 All Trademarks in this site are the property of their respective owners.

8.2 All materials and pictures on the Company's website, brochure and literature are copyright of LSJ UK Ltd.

8.3 This Contract shall be governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.