

Terms and Conditions of Boniti Ltd

Company No: 5489148 VAT No: 862 492 014

About Us

Boniti Ltd is dedicated to your satisfaction. If you have any suggestions or comments please get in touch with us, we will be delighted to hear from you. Email us at showroom@boniti.com

Making a Purchase

We accept all major debit and credit cards, bank transfers and cheques (if cleared prior to despatch). There are no surcharges for debit cards, bank transfers or cheques. Credit cards incur a 2% fee to cover the costs we incur for processing these. All cheques should be made payable to Limestone Age Limited, our holding company.

Shipping and Handling

Under normal circumstances goods are delivered within 7 working days (excludes wholesale and bulk orders). Delivery charge is based upon where you live. Delivery is for kerb side drop only. This means our commitment is to deliver the goods at the most convenient safe place at the delivery address. If you wish goods to be offloaded in a specific place, then this is entirely at the discretion of the delivery man. If you refuse to accept delivery on the grounds of no safe place for offloading, then this does not guarantee a full refund and you will still be liable to pay the delivery charge. If your delivery has been placed on a carrier a return charge will apply. Delivery can be at anytime from 8.30am to 6.00pm. Deliveries are made Monday to Friday in all areas and on Saturday in some areas.

Tax Charges

VAT at 17.5% is NOT included in prices shown on website or in the brochure.

Reaching Us

If you need to reach us, please email us at showroom@boniti.com, alternatively, you can call our Showroom on 0117 937 4306, fax us on 0117 303 9330 or call our warehouse on 01225 864 948 or fax on 01225 864 948.

Privacy Policy

Boniti Ltd does not disclose buyers' information to third parties, unless required by law to do so.

Returns Policy

Any products found to be defective must be notified within 48 hours of receipt of goods. You will be offered a refund or replacements.

The customer shall be deemed to have accepted the goods if he retains them for more than 7 days without notifying the seller in writing that he has rejected them. Any complaint or claim must be notified to the seller in writing within 7 days of the receipt of the goods. Where a complaint is made the consignment as a whole must be retained or returned un-used. No claim will be accepted for any part of any consignment after work has commenced using the goods. The absence of any complaint or claim within 7 days is conclusive evidence that the goods conformed with the contract in all aspects of the receipt of the goods.

CONDITIONS OF SALE BONITI LTD

1 GENERAL

- 1.1 In these conditions Boniti Ltd is called "the Seller" and any other person with whom the Seller contracts is called "the Customer"; "the Goods" means the materials or services which shall be the subject of the contract between the Seller and the Customer; the "Price Lists" mean the Seller's catalogue price lists and online shop prices, for the Goods issued from time to time.
- 1.2 If there is any conflict between the Customer's Conditions of purchase and these conditions then these Conditions will prevail.

2 PRICE

- 2.1 Subject to 2.2 and 2.3 below the price of the Goods shall be the Seller's quoted price including any discounts, or where no price is quoted, the price in the Price Lists current at the date of acceptance of the order.
- 2.2 Value Added Tax or any other applicable tax or charge will be charged. The sum payable by the Customer in respect thereof shall be taxed or charged at the rate applicable at the time of the supply of the Goods.
- 2.3 Unless otherwise stated in writing all prices are ex-works and are exclusive of delivery. Charges are determined by the Seller in accordance with its operating procedures applicable from time to time.
- 2.4 Whilst every care has been taken by the Seller in compiling the Price Lists and other advertising matter, the Seller cannot accept any responsibility for any errors or omissions.
- 2.5 Further charges pertaining to direct shipments (demurrage, x-ray charges, reloading etc) are to be borne by the Customer.

3 PAYMENT

- 3.1 For account holders, subject to any special terms agreed in writing between the Customer and the Seller, the Customer shall pay the price of the Goods to the Seller in cash in full and without set-off within one month of the end of the month in which the Goods (or instalments of the Goods) are invoiced to the Customer. The time of payment of the price shall be of the essence of the contract.
- 3.2 For non-account holders payment must be received in full before the time of the final delivery.
- 3.3 If the Customer fails to make any payment on the due date then:-
 - 3.3.1 All sums owed by the Customer to the Seller on any account shall immediately become due and payable and
 - 3.3.2 Without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - 3.3.2.1 Cancel the contract or suspend any further deliveries to the Customer

3.3.2.2 Appropriate any payment made by the Customer to such of the Goods (or goods supplied under any other contract between the Customer and the Seller) as the Seller may think fit; and

3.3.2.3 Charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 4 per cent per annum above the Seller's Bank lending rate from time to time, until such payment is made.

4 DELIVERY

4.1 Delivery of the Goods shall be either of the following:-

4.1.1 The Customer collecting the Goods

4.1.2 The Seller delivering the Goods to the Customer's address

4.1.3 Five working days following notice by the Seller to the Customer that the Goods are available for collection or delivery.

4.2 The Seller will endeavour to comply with any date for despatch or delivery of the Goods as stated in the contract but, unless the contract otherwise expressly provides, such date or dates shall constitute only statements of expectation and shall not be binding. 4.3 The Customer must notify the Seller and the carrier (where applicable) of damage in transit, mis-delivery or quantity discrepancy immediately upon arrival of the Goods at the Customer's premises. If the Customer signs the delivery note acknowledging the full quantity of Goods has been received in good condition, the Seller will not entertain a subsequent claim for shortages or damage. We do not accept delivery tickets marked unchecked or similar. The Customer shall otherwise notify the Seller of default within twenty four hours of delivery in person or by telephone and confirm the same within ten days in writing to the Seller. The Customer shall notify the Seller in writing (otherwise than upon the carrier's documents) of non-delivery of the whole or part of the Goods within two days from the date of the Seller's invoice. Full particulars of claim or loss must be received by the Seller within fourteen days of delivery.

4.3 The Customer warrants that any necessary unloading facilities will be available at the place of delivery.

4.4 The Seller shall in no circumstances be liable to the Customer in damages or otherwise for loss or damage in transit, mis-delivery non-delivery or quantity discrepancy if the foregoing requirements are not fulfilled.

4.5 If the Seller is unable to supply the Goods for whatever reason, the Seller may (whether the estimated delivery time has arrived or not) cancel the contract by notice in writing to the Customer in which event any deposit paid by the Customer shall be refunded. Where such failure to delivery occurs the Seller will not accept responsibility for any loss or damage of profit, business production or any other direct or indirect consequential damage or loss incurred by the Customer.

4.6 Where Goods are to be delivered by instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the contract as a whole as repudiated.

4.7 No credit will be given by the Seller for Goods correctly supplied by the Seller and/or specially ordered by the Customer. The Seller is not obliged to accept any returned Goods and reserves the right to levy a 25% handling charge on any such Goods.

4.8 Any Goods incorrectly supplied by the Seller may be returned to the Seller for the credit of the price of those Goods to the Customer provided such Goods are returned within seven days of delivery and are unused and undamaged and in the same condition as when delivered to the Customer. Such credit will not include delivery, postage, transit or any other charges incurred by the Customer.

5 TERMINATION AND PARTIAL DELIVERIES

5.1 In the event of the Customer for any reason failing within fourteen days to effect any payment which may be due under any contract with the Seller or if the Customer shall commit any breach of this contract or if it shall become insolvent or enter into a position with or for the benefit of its creditors or being a body corporate has a Receiver or Administrator appointed of its undertaking or assets or any part thereof or save for the purposes of reconstruction or amalgamation goes into liquidation the Seller shall thereupon be entitled without prejudice to its other rights forthwith to terminate the contract or any unfulfilled part or at its option to make partial deliveries.

6 RETENTION OF TITLE

6.1 All Goods supplied by the Seller to the Customer under the terms of this or any other contract shall remain the sole and absolute property of the Seller both in law and in equity until the Customer shall have paid to the Seller the agreed price thereof.

6.2 The Customer acknowledges that it is in possession of or will obtain (as the case may be) all Goods supplied under the terms of this contract solely as bailee for the Seller until the Customer shall have paid the Seller the agreed price in full.

6.3 Until such time as the Customer becomes the owner of the Goods in accordance with the above provisions it will store them on its own premises separately from its own products or those of any other person and in a manner, which makes them readily identifiable as the Goods of the Seller.

6.4 The Customer's right to possession of the Goods shall cease if he fails to pay for the Goods within fourteen days after the payment date or if he does anything or fails to do anything which will entitle a Receiver or Administrator to take possession of any assets or if a Liquidator shall be appointed or which will entitle any person to present a petition for winding up or if the Seller shall commit any act which would entitle a creditor to serve a Statutory Demand under section 168 Insolvency Act 1986 or to issue a Bankruptcy Petition and the Seller may thereupon enter any premises where the Goods are stored for the purpose of repossessing them. In such event the Customer irrevocably authorises the Seller to do all such things as it considers in its absolute discretion are necessary to separate the Goods from any other products of the Customer into which the Goods have been manufactured or assembled or with which the Goods are in any way mixed.

6.5 Notwithstanding the retention of the property in the Goods by the Seller in accordance with the above provisions all Goods supplied by the Seller to the Customer under the terms of this contract shall be at the risk of the Customer as soon as they are delivered by the Seller to the Customer's vehicles or his premises or otherwise to its order.

6.6 Until such time as in accordance with the above provisions either the Customer shall have ceased to have the right to retain possession of the Goods or shall have acquired the property in them the Customer is licensed by the Seller to agree to sell and to sell the Goods on the Seller's behalf as agent save that the Customer

shall not hold itself out as such but shall sell on its own account and shall hold the entire proceeds of sale as trustee for the Seller.

- 6.7 If the Customer has not received the proceeds of any such sale it will if called upon to do so by the Seller assign to the seller within seven days all rights against the person or persons by whom the proceeds are owned.
- 6.8 Notwithstanding that property in the Goods has not yet passed the Customer may incorporate the Goods in or together with any product manufactured or assembled by the Customer in the ordinary course of its business. If the Customer sells any such products before property in the incorporated Goods has passed it shall do so as the agent of the Seller but the Customer's liability to account as agent for the proceeds of such sale shall be limited to the invoice value of the Goods so incorporated. If before property in the Goods passes any of the Goods are incorporated in or together with any products manufactured or assembled by the Customer the Customer shall maintain records sufficient to enable such products to be identified and for the Goods so incorporated to be identified measured or otherwise quantified.
- 6.9 The powers of the Customer referred to in clauses 6.6 and 6.8 shall be determined by written notice to the Customer if any payment for any Goods whatsoever remains unpaid fourteen days after becoming due to the Seller.
- 6.10 Any invalidity of sub-clause 6.6 or of sub-clause 6.8 shall not affect the Seller's rights and the Customer's duties under sub-clauses 6.1 and 6.5 hereof and each or both sub-clauses (as the case may be) shall be treated as severed from the remainder of these Conditions for all purposes.

7 LIABILITY OF THE SELLER

- 7.1 The Seller accepts liability for death or personal injury caused by its negligence or that of its employees in the course of their employment.
- 7.2 The Seller shall not be liable for:
 - 7.2.1 Loss of profits, consequential or indirect loss, or damage suffered by the Customer howsoever arising.
 - 7.2.2 Any fading of the colours of Goods caused in manufacture.
 - 7.2.3 Any inconsistency in the colours of the Goods caused in manufacture.
- 7.3 Save as provided in 7.1 above all conditions, warranties and representations, express or implied (by statute, law or otherwise) in relation to the Goods or the provision of any services by the Seller to the Customer pursuant to the order are hereby excluded and the Seller shall be under no liability to the Customer or for any claims or proceedings made or brought against the Customer or any third party, for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising whether or not caused by the negligence of the Seller, its employees or agents.

8 CONDITIONS

- 8.1 No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Goods supplied or that they will be suitable for any particular purpose or use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to the Seller.
- 8.2 Same in respect of death or personal injury resulting from the negligence of the Seller its servants or agents the Seller shall not be liable for any claim or claims for direct or indirect consequential or incidental injury loss or damage made by the Customer against the Seller (whether in contract or in tort including negligence on the part of the Seller its servants or agents) arising out of or in connection with any defects in the Goods or any act omission default or neglect (whether or not the same constitute a fundamental breach of the contract or breach of a fundamental term thereof) by the Seller its servants or agents in the performance of the contract.
- 8.3 The Customer hereby indemnifies the Seller in respect of all damage injury or loss occurring to any person or property and against all actions costs claims demands and expenses in connection therewith for which the Seller may be or become liable as a result of any careless or negligent act or omission of the Customer its servants or agents or as a result of any use of the Goods by any person for any purpose or in any other than the purpose for which and the manner in which they were designed to be used.
- 8.4 The price at which the Company agrees to supply the Goods is based on
 - 8.4.1 The warranties given and accepted
 - 8.4.2 The costs of manufacture of Goods
 - 8.4.3 The costs of insurance and
 - 8.4.4 The exclusions and restrictions of liability imposed
- 8.5 The Seller is prepared to negotiate a different price if the Customer requires any variation of such warranties or extension of the liabilities accepted by the Seller.

9 DESCRIPTION OF THE GOODS

- 9.1 Illustrations, photographs, descriptions and other literature relating to the Goods are intended as a general guide only and the Goods will not necessarily correspond in all respects with the Goods shown in the illustrations and photographs or described in literature.
- 9.2 Products manufactured for and on behalf of Boniti Ltd are designed to replicate the characteristics of natural stone and as such variations in shade may occur. Colours can appear to change significantly depending upon certain conditions and times of the year, therefore colour consistency cannot be guaranteed and variations in shade may occur.

10 PROPER LAW

- 10.1 Any notice given hereunder must be in writing and sent by post to the residence or place of business or the person to whom it is addressed, or in the case of the Customer, to his address overleaf and shall be deemed to have been received in due course of post.

- 10.2 If any term of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other terms of the Contract and the remainder of the term in question shall not be affected thereby.
- 10.3 The Contract shall be governed by the laws of England.