

## OUR TERMS

### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft, or profession).

**1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Limestone Age Limited trading as Boniti, a company registered in England and Wales. Our company registration number is 5489148 and our registered office is at Dunsdown Barn, Dunsdown Lane, West Littleton, Chippenham, Wiltshire, SN14 8JA. Our registered VAT number is 862492014.

**2.2 How to contact us.** You can contact us by telephoning us on 01225 892200, by emailing us at [showroom@boniti.com](mailto:showroom@boniti.com) or in writing by post to Dunsdown Barn, West Littleton, Chippenham, Wiltshire, SN14 8JA.

**2.3 How we may contact you.** If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when placing your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

**3.1 How we will accept your order.** Our acceptance of your order will take place when we send you our sales order, at which point a contract will come into existence between you and us.

**3.2 Your order.** It is your responsibility to check that all of the details of your order are correct and provide us with all relevant information relating to the environment in which the products are intended to be used and for their delivery.

### 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

## **4.2 Stone and timber products.**

- (a) Samples are for illustrative purposes only. Due to the nature of natural stone and natural timber products, colours can and do vary from batch to batch and we cannot guarantee colour and shades.
- (b) Natural products are expected to change over time due to exposure to light and air. We will advise you of what to expect prior to purchase. Fumed oak boards will mellow in tone and external stones will bleach and wear. Unfinished oak will oxidise over time, and internal stone will darken. This is to be expected, and we cannot accept liability for this.
- (c) Due to the nature of natural stone and timber products, varied colour and marking is to be expected. Stone can feature fissures, lightening veins, and fossils. Timber can feature sap wood, medullar rays, surface markings and tonal variation.
- (d) For further information and advice about these products, please see attached, or request our leaflet "Other Information".
- (e) It is your responsibility to contact us with any queries regarding the fitting and installation of the product.

**4.3 Making sure your measurements are accurate.** It is important to check your measurements carefully. Your order should always include an additional 10% to allow for wastage to cover cutting, minor imperfections and breakage. Allow 15% wastage on parquet and herringbone timber orders or stones that are laid on the diamond. If you do not order enough, any subsequent products you order (due to them being a naturally occurring product) may not be exactly the same as the original product, and may incur an additional delivery charge.

## **5. PROVIDING THE PRODUCTS**

**5.1 Delivery costs.** The costs of delivery will be as told to you during the order process. Normally, you will specify a specific date for your delivery when you place your order, but we do offer an economy service which allows for deliveries to be made any time within a 3 day time frame.

**5.2 When we will provide the products.** During the order process we will let you know when the products are available and when they will be delivered.

### **5.3 Delivery information.**

- (a) We strongly advise that you arrange for delivery on site at least two weeks prior to fitting to give you a buffer in case of delivery delays or any issues outside our control.
- (b) Please check your delivery on arrival and note any breakages or shortages on the driver`s paperwork.
- (c) If the goods shown to be damaged on delivery, or if there are any shortages, we will bear the cost of re-delivery and replacement goods, subject to evidence (such as a photograph) being provided of any damage. Due to the nature of the product and the nature of deliveries, you can expect some minor damage (i.e. small chips to edges of stone) which will not be regarded as faulty products.
- (d) It is important to note that the driver will have come from your local depot, so it is unlikely that he will have personally collected your order from us or have any specific knowledge of the product. Each consignment of stone, timber or tiles will be packed within a wooden case and may weigh up to 1 tonne in weight. The driver will ask you to sign for receipt of the pallet.
- (e) The haulier will only deliver to the nearest practical point of access to your property from the road.
- (f) When required a tail lift or crane lift vehicle can be used for deliveries. The tail lift can only drop on to hard surfaces on level floors, i.e. concrete and not, for example, on gravel drives.

- (g) The lorry will also carry a small manual pump truck with which to manoeuvre pallets from the lorry's tail lift to the ground. If there is help on site and the ground is firm and level the driver may be able to move the pallets a short distance to a convenient storage space. If not he will leave them at the nearest possible accessible point of access.
- (h) Stone tiles need to dry out and be cleaned fully prior to installation. This may take several days in a warm environment. We will not be held in any way responsible for the layout, shade variation, pattern and quality of fitting of the stones or marking, staining and breakages of stones after fitting. This is the responsibility of the tiler/builder. Any fixing advice given by us is in good faith and must only be used as a guide. We recommend that you take advice from professional fitters.
- (i) Timber deliveries must be taken immediately indoors into a controlled environment. Our timber is kiln dried and will pick up moisture if left outside or in damp conditions. This may affect the boards and we hold no responsibility for this. We advise all timber to arrive on site at least a week prior to fitting to allow acclimatisation. Often our timber boards are over 2 m long and will arrive in a bundle and it is your responsibility to have the facilities for transporting from curbside to inside the property.

**5.4 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**5.5 Collection by you.** You may collect the products from us only by prior arrangement and only in a suitable vehicle which may need to be fork lift loadable. If you arrange transportation of products it is at your own risk both as to the products and the vehicle.

**5.6 If you are not at home when the products are delivered.** If you are unavailable on the day of delivery, we would strongly advise arranging delivery dates to coincide with builders / fitters being present on site who can help oversee the drop off or move the stone to a suitable place if required. Pallets will be off-loaded at the nearest accessible point to the delivery address at the discretion of the driver, which may be the kerbside. The driver is not obliged to move the products. If there is no-one to sign for the products and take delivery or access problems which we were not informed about, you will be liable for re-delivery charges.

**5.7 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collection, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 7.2 will apply.

**5.8 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, we may end the contract and Clause 7.2 will apply.

**5.9 When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

**5.10 When you own goods.** You own a product which is goods once we have received payment in full.

**5.11 What will happen if you do not give required information to us.** It is your responsibility to inform us when placing your order of any access limitations for delivery so a suitable vehicle can be used, otherwise the goods may be retained by the driver and you will be responsible for any redelivery or storage charges. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need.

**5.12 We may suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see Clause 10.3) and you still do not make payment within 2 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will suspend the products where you dispute the unpaid invoice (see Clause 10.8).

We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 10.7).

## **6. YOUR RIGHTS TO END THE CONTRACT**

**6.1 What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (c) you have a legal right to end the contract because of something we have done wrong.

**6.2 What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in Clause 6.1, then the contract will end immediately and we will refund any sums paid by you for products not provided, but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract, including administrative and shipping costs, restocking and cancellation fees.

**6.3 Returning products after ending the contract.** If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us or if they are not suitable for posting, allow us to collect them from you, in each case in the same condition as they were delivered to you. If you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong, then we will pay the costs of return or collection. In all other circumstances, you must pay the costs of return or, if we are collecting the products from you, the direct cost to us of collection.

## **7. OUR RIGHTS TO END THE CONTRACT**

**7.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 2 days of us reminding you that payment is due;
- (b) you do not, provide us with information that is necessary for us to provide the products, as stated in Clause 5.11.
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

**7.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 7.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **8. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

**8.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us by telephone us on 01225 892200, email us at [showroom@boniti.com](mailto:showroom@boniti.com) or write to us by post at Dunsdown Barn, West Littleton, Chippenham, Wiltshire, SN14 8JA.

**8.2 Your legal rights.** If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

**8.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either

return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

## **9. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

**9.1** We will not entertain claims for breakages or shortages that are reported more than two working days from receipt of delivery.

**9.2** When stone is delivered, you should inform us within 48 hours if you are unhappy with the quality. If you do not reject it within this time or if you have installed it, you will be deemed to have accepted it and we will have no liability to you.

**9.3** These terms shall apply to any repaired or replacement products supplied by us under Clause 5.3(b).

## **10. PRICE AND PAYMENT**

**10.1 Where to find the price for the product.** The price of the product will be the price set out in our quotation which will also state whether it includes VAT. If you think VAT is payable at other than the standard rate, then it is your responsibility to provide us with evidence of this. All prices are quoted in pounds sterling. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 10.4 for what happens if we discover an error in the price of the product you order.

**10.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**10.3 Other charges in our prices.** We reserve the right to adjust prices with notice at any time prior to delivery/collection to reflect any increase in costs due to foreign exchange fluctuations, increases in freight costs or the cost of materials.

**10.4 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**10.5 When you must pay and how you must pay.** We accept payment by credit or debit card including Mastercard, Maestro, Visa, Visa Debit, Discover, Diners Club International, Union Pay and JCB. When you must pay depends on what product you are buying:

**(a)** For **goods**, if delivery is required within 7 days, you must pay for the products in full on placing your order, and no delivery will be arranged until we are in receipt of cleared funds. If delivery is not required within 7 days, then a deposit will be payable as follows:

- (i) if the price (excluding VAT) is less than £1,000, no deposit;
- (ii) if the price is between £1,000 and £4,999, 30% deposit;
- (iii) if the price is £5,000 or more, 50% deposit; and
- (iv) if the products are made to order, 50% deposit.

**(b)** For **services**, you must pay each invoice upon completion.

**10.6 Right of Set-off if you are a business customer.** All amounts due under these terms must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**10.7 We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Royal Bank of Scotland. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**10.8 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

**11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed]; and for defective products under the Consumer Protection Act 1987

**11.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**11.4 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 12.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

**12.1** Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents, or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**12.2** All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**12.3** Subject to Clause 12.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in the price of the products contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price of the products.

### **13. OTHER IMPORTANT TERMS**

**13.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

**13.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**13.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these terms.

**13.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**13.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment later.

**13.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**13.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.