

Rockmore Installations P/L
ABN 62 115 167 069 ACN 115 167 069
TRADING AS

European Marble Centre
TERMS AND CONDITIONS OF SALE

In the terms of sale below the company supplying the product is named "Rockmore Installations Pty Ltd Trading as European Marble Centre" and the other party is named "the customer". The items or any part therefore to be supplied under these terms of sale is called "the product".

TERMS OF PAYMENT:

Effective 1 July 2014, or trading terms are as following:-

1st payment: 60% deposit of total quotation due prior to or upon site measure for templates and/or material order. This amount is to cover cost of material and labour to tailor make your order.

2nd payment: 40% balance prior to or upon completion of product installation on site. Client must be available on site on day of install to sign completion of works and forward balance.

Product purchased "ex-factory" will require full payment by cash or bank deposit prior to collection.

Acceptance and deposit payment of a European Marble Centre quotation shall be deemed as an acceptance of our terms and conditions of sale by the customer further adding the customer is requesting goods from European Marble Centre and the project will then become a binding contract between European Marble Centre and the customer.

By the customer forwarding a deposit they certify that the sales and terms have been directly accessible to them publicly and/or have requested a copy prior to sale. The customer hereby has sought legal advice or fully understands the terms and conditions of sale set out by European Marble Centre and agree to be bound by these conditions.

Manufacture of product will not commence until full payment of the deposit has been received from the customer and a site measure has been conducted for template measure and overall check.

Final payments for all projects are STRICTLY COD. If the customer fails to make the final payment on time it will then become outstanding. All outstanding payments will be subject to an interest charge of 1.5% per calendar week if account is not paid in full on day of installation. All legal and associated costs shall be in turned charged to the customer.

The customer must reimburse European Marble Centre for any accumulated debt costs and commissions European Marble Centre pays to recover or attempt to recover from any overdue payment.

All goods will remain the property of European Marble Centre and ownership will not legally pass to the customer until all due amounts on outstanding account are paid in full. Until such time the customer is to keep the product in good repair, condition and properly insured. No warranty/guarantee on the product or workmanship will be acquired by customer until all due amounts on outstanding account are paid in full.

If the customer cancels the order European Marble Centre will refund all monies paid under the contract less all reasonable costs and expected margin that would otherwise be derived from completing the contract. Reasonable costs include cost of site measure, materials, labour costs, etc. to the point of cancellation. The order cannot be cancelled unless under written agreement of European Marble Centre. In the event of any attempted cancellation other than with a written agreement from European Marble Centre the cost of any work performed or undertaken by European Marble Centre (including all cost of material and labour) are to be deducted from the deposit that the customer had originally paid to European Marble Centre.

Natural stones are by nature subject to variations in configuration and colour. Products and/or material supplied are sold subject to variation in colour and/or configuration and common characteristics from which the stones originated. Samples given are indicative only and may not give the full detail of variation throughout a standard sized slab. Slab bundles may vary from slab to slab or block to block. This is a common occurrence throughout the industry and European Marble Centre is not able to guarantee that samples provided will be an exact match to the final product supplied. It is recommended that if the customer has any concerns they may arrange an appointment to visit European Marble Centres showroom to view the natural stone before any cutting commences.

European Marble Centre reserves the right to patch and repair all natural stone products where breakages occur due to natural defects in the material. Once the product is installed/ collected European Marble Centre cannot be held responsible for any cracks/damage cause by floor movement, insufficient support or misuse. Floor movement can occur causing stress in the stone which will result in a crack, insufficient substructure support can also cause cracking and/or sagging of the stone. European Marble Centre cannot be liable for cracking and/or poor substructure.

It is acknowledged by the client that any supply under an agreed order is subject to Goods and Services Tax (GST), and will be the responsibility of the customer. The customer acknowledges and agrees to European Marble Centre passing on this tax including any other state or federal tax imposed within the contract of sale.

European Marble Centre and the customer agree that the terms stated shall be governed in accordance with the laws of Victoria, Australia.

TERMS OF SALE:

All quotations given by European Marble Centre are based on metropolitan located single storey dwellings with adequate access including access for transport trolleys unless specifically noted on quotation.

All quotations are based on **sufficient** materials to complete the given project. Joins and positioning within the maximum slab size are marked based on the **sufficient** amount of material acquired. Costs may vary based on client's requests of cutting positions within the maximum slab sizes and additional costs will be charged where any further material is required to fulfil the customers cutting requests.

Due to changing conditions and prices in the market, Quotations are valid for 90 days from marked date unless otherwise stated.

Any item not mentioned specifically may not be included in the quotation given to the customer. Please be sure to express any queries with European Marble Centre if they arise.

If by any reason European Marble Centre cannot supply the customer's material of choice and it is beyond European Marble Centre's control the company will supply a material of similar standard/ value.

Any customer material/ left over stock stored at European Marble Centre is done so at the request of the customer and all risk is transferred to the customer. European Marble Centre will not be held responsible/liable for any damage that may occur whilst the stock is being held for the customer.

There will be no warranty on use of any stone in an outdoor application. Due to Australia's climate, damage can be caused by extreme heat and winter weather. If stone heats/cool too quickly it may cause cracking and/or bowing of the stone. Any stone exposed to the natural elements can cause a quick breakdown of glues used to hold stone which in turn can cause separation of stone panels. Weathering may affect sections by retaining water and causing the stone to appear darker as a whole or in specific sections. This is unavoidable in sections where glues/silicones have been applied. At a minimum stone tops out doors should be covered if the client chooses to proceed without warranty. Any damage that will require repair after installation will incur a call out fee and onsite labour fee for rectifications.

TEMPLATES:

Templates/substrates are to be manufactured by customer/builder/cabinet maker/qualified trade. Any customer requesting cutting without a template or via unchecked templates, will be asked to sign a waiver that excludes European Marble Centre from being responsible for any incorrect manufacturing due to incorrect measurements/templates.

European Marble Centre offers a free site check of templates within 20km from Moorabbin factory. Any templates requiring collection outside the immediate metropolitan area may incur an additional charge.

Template collection times are between 8:00am - 3:00pm Monday to Friday. Organization of template collection can usually be made for the same day (time allowing) or the next business day.

Collection of templates outside the above times will require special arrangements and may incur an additional charge.

MANUFACTURE:

All joins and positioning of pieces will be at European Marble Centre discretion unless otherwise previously organised with customer or authorized representative upon template collection.

Where a customer wishes to view natural material before manufacture begins an appointment will need to be made for both the customer and an EMC representative. EMC will confirm a time to be on hand at 6a Levanswell Road, Moorabbin prior to commencement of cutting. The client will be made aware of European Marble Centres opinion and cutting options on selected materials.

Natural fissures and surface pitting on natural stones are considered normal and will not be avoided in the process of manufacture.

European Marble Centre may make minor modifications to the specifications without notifying the customer where such modifications are required determined by the site measure but will not affect the appearance, quality, cost or design of the project.

INSTALLATION:

Installation hours are 7:30am - 3:30pm Monday to Friday (excluding public holidays and occasional rostered days off). Requests to install outside the above hours are not included in any quotation given and shall be charged at an applicable rate per tradesman.

It is the responsibility of the customer to ensure adequate access to both the property and the area of installation is clean, be free of debris and available to our installer.

It is the responsibility of the customer to ensure that templates and power are on site and available at time of template collection and installation. Any further site visits required to retrieve information/positioning and/or templates will incur an extra charge.

It is the responsibility of the customer to ensure any items that can be damaged or affected by dust and/or water are removed from the area and/or covered sufficiently. Although dust extractors are used, fine particles of dust will be present during and after installation. Client must ensure draw runners, personal items or appliances are covered for protection. Any claims against European Marble Centre that dust has affected draw runners, personal items and/or appliances will not be taken into consideration.

Upon completion of installation/ collection of the product, the risk of loss or damage to the product will become transferred to the customer.

An authorized representative must be present to inspect goods and finalise the 40% balance due on completion.

All care will be taken when carrying out installation work, however, no responsibility will be accepted by European Marble Centre for any damage to completed work caused by the customer or other trades after

installation/collection. European Marble Centre will not accept any responsibility to any damage to adjoining finishes, work or property unless such damage is due to the negligence of our employees. Liability is expressly limited to workmanship matters over which European Marble Centre has direct control.

HANDLING/ LIFTING:

Any costs associated with additional lifting and/or handling will be borne by the customer. Such equipment (additional tradesmen/ crane lifts/ accessibility lifts) where foreseeable are to be confirmed upon template collection. Quotations will be provided and require acceptance by the customer before works can commence. Should a project not proceed after notification of additional labour costs the client shall be liable for all costs applicable to the point of termination of contract.

APPLIANCES AND ACCESSORIES:

All appliances and/or accessories including sinks, hot plates, tap ware, disposal units or any additional appliances and accessories cut into or associated with the work required by European Marble Centre must be available at time of template collection and delivery of stone.

If any of the above is required to be delivered to European Marble Centre it must be done so at the customer's costs and delivered to our showroom at 6a Levanswell Road, Moorabbin, Victoria 3189.

All cut outs, positioning, openings or holes must be confirmed and signed off on site upon template collection with the customer or their representing agent. No liability to European Marble Centre will be entered in to thereafter.

Any delays caused by failing to provide appliances or accessories will ultimately delay production. Manufacturing of cut outs will not commence until such details are confirmed and approved by client.

If no appliances or accessories are physically offered and replaced by measurements only European Marble Centre will not be held liable for any incorrect fitting of appliances and/or accessories other than that of acceptable tolerances for the material being fabricated.

MANUFACTURING LEAD TIMES:

Lead times for vanity tops and smaller items are generally 5 - 7 working days from template collection/material collection and all required appliance and accessory information (excluding public holidays and rostered days off), and payment of the 60% deposit.

Lead times for kitchen tops are generally 7 - 10 working days from template collection/material collection and all required appliance and accessory information (excluding public holidays and rostered days off), and payment of the 60% deposit

Lead times for larger projects are to be determined upon quoting and liaison with the client.

The above timelines are SUBJECT TO CHANGE depending on quantity of work involved with each individual project specification, delay of payment of the deposit/delay in selecting profile/ material availability/and appliance and accessory cut outs marked and signed off by customer.

European Marble Centre will do all that it can to adhere to the above given lead times for delivery however in any case of unforeseen circumstance beyond European Marble Centre's control, European Marble Centre will not be held responsible. European Marble Centre will contact the customer to arrange and agree to an alternative installation date.

The customer will also do all that is possible that is considered reasonable to enable delivery on the given delivery date. In any case of unforeseen circumstance it is not possible for the customer to enable install on the agreed date the customer is to contact European Marble Centre to arrange and agree on an alternative date. In the event that the product has been manufactured to 100% completion the customer will be liable for an additional cost of storage not to exceed \$50+GST per day.