



## CONDITIONS OF CONTRACT

In the terms below the company supplying the product is called International Stone Pty Ltd trading as CMG Stone and the other contracting party is called "the Customer". The items or any part therefore to be supplied under this contract is called "the Product".

1. It is the intention of CMG Stone that all terms of the agreement between the Customer and CMG Stone are contained in this contract.

2. Subject to CMG Stone being able to contact the Customer and arrange a mutually convenient appointment, CMG Stone will arrange for a Templater to visit the Customers site address for the purpose of measurement and overall survey. If following such a survey, it becomes apparent that the product has been under-priced beyond the reasonable expectations of CMG Stone or a major modification to the specification is necessary, CMG Stone will inform the Customer within seven (7) working days after the survey was undertaken. Both parties will attempt to agree to a revised price for the product. In the event that a new price cannot be agreed, then either party is entitled to terminate the contract whereupon any monies will be repaid in full without any party having any claim whatsoever on the other.

3. CMG Stone may make minor modifications to the specifications without notifying the Customer where such modifications are required as a result of CMG Stones Check Measurers inspection provided that such modifications do not materially affect the appearance, pricing, design and quality of the product. CMG Stone cannot be held responsible if the product cannot be physically measured by CMG Stone and the product is manufactured on measurements supplied by the Customer, their builder, architect or any other person.

4. If for any reason beyond CMG Stones reasonable control, CMG Stone is not able to supply a particular item of product, CMG Stone will notify the Customer and with the agreement of the Customer, CMG Stone will replace it with a similar product of a similar standard and value.

5. CMG Stone will only commence production of the order after CMG Stone has received the full progress payment and a Templater has visited the Customers site address for the purpose of measurement and overall survey.

6. CMG Stone will do all that it can to meet the date given for the delivery, in the case of unforeseen circumstances beyond the control of CMG Stone, CMG Stone will not be held responsible, but will contact the Customer and agree to an alternative date.

7. The Customer will also do all that he/she reasonably can to enable delivery to take place on the given delivery date. In the case of unforeseen circumstances beyond the reasonable control of the Customer and the Customer is not able to do so then in such circumstances the Customer will contact CMG Stone and agree to an alternative date. If the product has been manufactured the Customer will be liable for the costs of storage, such cost is not to exceed \$100 per day. The builder/owner will ensure that all work area is free of obstruction and interference prior to commencement of work.

8. On delivery or collection, the risk of any loss or damage to the product is transferred to the Customer.



9. Subject to law, these conditions, the plans and specifications comprise this contract which contains the whole agreement between CMG Stone and the Customer and will have precedence in that order in the event there is any inconsistency between them. Any item of work that is not referred to, is not included in the price and if any such item of work is later requested by the Customer, it will need to be paid for by the Customer as an extra.

10. If the Customer fails to make any payment under this contract on time, CMG Stone will charge the Customer interest on the unpaid balance at the interest rate payable on Supreme Court judgments from time to time. Such failure to pay is a serious breach of the Customer's obligations.

11. The Customer must reimburse CMG Stone for any debt collecting costs (and commissions) CMG Stone pays to recover or attempt to recover any overdue payment.

12. If the Customer cancels the contract CMG Stone will refund all monies paid under the contract less all reasonable costs and expected margin that would otherwise have been derived from completion of the contract. This order cannot be cancelled or the work deferred except with the written agreement of CMG Stone in the event of any attempted cancellation, otherwise than with the written agreement of CMG Stone the cost of any work performed by CMG Stone (including all costs for labour and materials) shall be deducted from the deposit that the Customer has paid to CMG Stone.

13. The Customer will not legally own the product until the Customer has paid for them in full and until such time, the Customer will keep the product in good repair and condition. The product is not warranted/guaranteed until payment is received in full.

14. It is acknowledged that any supply under this agreement, which is subject to any Goods and Services Tax (GST), will be the responsibility of the Customer. The Customer acknowledges and agrees to CMG Stone passing on this tax including any other Federal or Statetax imposed under this contract.

15. The Customer accepts that any special offer, which may be made in this contract, or in a separate kitchen contract, supersedes all other offers and agrees that any future offers will not apply to this contract.

16. Engineered Stones are by their nature, subject to variations in colour, pattern and shade. These are unique characteristics inherent in natural quartz. Engineered stone slabs may also contain variations in quartz chip distribution and pattern, minor inclusions, pitting and other slight variations or inconsistencies. CMG Stone is not able to guarantee that samples provided will exactly match the material supplied.

17. All care will be taken when carrying out our work, however, no responsibility will be accepted by CMG Stone for any damage to completed work caused by others, or to adjoining finishes, work or property unless such damage is due to the negligence of our employees. Liability is expressly limited to workmanship and to matters, over which CMG Stone has or should have direct control.



18. With all Stone products CMG Stone reserves the right to patch and repair any breakages due to defects in the material. CMG Stone cannot be held responsible for any cracks caused through the movement of the flooring, Cabinets or walls. Should movement occur and this results in cracking of the stone, CMG Stone cannot be held responsible.

19. Hardware is not at the expense of CMG Stone. CMG Stone is not liable for damages to hardware found before, during or after installation, unless such damage is due to negligence of our employees.

20. It is acknowledged and agreed by the parties that neither the designer nor the company he/she represents will be held liable for any aspect of the stone contract, supply or installation thereof any warranty or guarantee for the product should be referred to CMG Stone.

21. CMG Stone and the Customer agree that the terms shall be governed in accordance with the laws of Queensland, Australia.

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## **PRODUCT INFORMATION AND SPECIAL CONDITIONS**

### **GENERAL INFORMATION ON ENGINEERED STONE PRODUCTS.**

- Colour variations - Please keep in mind that engineered stone products are manufactured from natural quartz. There will be variations in colour, pattern and shade as these are unique characteristics inherent in natural quartz. Engineered stone slabs may also contain variations in quartz chip distribution and pattern, minor inclusions, pitting and/or pigment spots and other slight variations or inconsistencies. These are common and are not covered under the products limited warranty. (Please refer to the general warranty information from the supplier of the stone)
- If it is considered that any of the above surface variations are in excess of the written quality standards, then consultation with the supplier of the stone will be undertaken by us prior to the commencement of fabrication.
- Engineered stone is highly stain, scratch and heat resistant, however it is NOT STAIN, SCRATCH OR HEAT PROOF.
- The weakest point of the entire bench top is the section around the sinks, cook tops and joins. DO NOT stand on your stone bench as load limits apply and excessive loads may cause the worktop to crack. This would not be covered by warranty.
- When designing an area where stone will be used as a splashback, there is a requirement to conform to the minimum Australian & New Zealand Standards for splashback installation behind gas cook tops. Refer to AS5061-2004 Gas Installations and ASNZS4386.2-1996 Domestic Kitchen Assemblies-Installation.
- When designing for stone installation on a timber floor supported by bearers and joist, please consider the likelihood of floor movement. Floor movement may create the potential for the bench top to crack. This is not covered by warranty.



- Engineered stone is suitable for interior applications. Exposure to direct sunlight for extended periods, can cause colour fading.
- Engineered stone is not recommended for use in exterior applications where the product is exposed to direct sunlight (Unless product specifies this), and its use in these applications will void the limited warranty.

**We recommend you carefully read the technical information of your selected stone product in relation to what is covered under your warranty, care and maintenance.**

#### **FABRICATION AND INSTALLATION**

- All work in the factory is hand/or machine crafted using the latest technology. Hand polishing could produce slight irregularities from one crafted piece to another.
- All care is taken to match pattern within one slab; however, a perfect match may not be possible from one slab to another.
- Variation in stone thickness is common. 20mm & 30mm dimensions are a nominal thickness only. (We do endeavour to reduce this variation. However, this is a characteristic of engineered stone products and beyond our control).
- Only exposed edges are polished during the fabrication process; the surface is pre-finished during the raw material manufacturing process.
- Overhangs can vary to allow the installer to obtain parallel joints with adjoining pieces. Bench tops are ONLY caulked to finished painted walls and/or cabinets. We are not responsible for scribing stone to meet out of square walls.
- Joint locations are to be determined by the fabricator to ensure that technical and design requirements are met to protect your warranty.
- The fabricator of your stone worktop is not responsible for bad trade practices in relation to the installation of cabinets.
- The fabricator of your stone worktop is not responsible for designs that do not comply with Australian Standards.
- Structural movement in the home i.e. Movement in floor levels etc. is also not covered by warranty.