

## **TERMS & CONDITIONS OF SALE**

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1. In these Terms & Conditions of Sale:
  - (a) "the Company" means Benzini Pty Ltd ABN 45 109 957 548.
  - (b) "Purchaser" means the person identified in the invoice as the company name &/or contact person or customer.
  - (c) "Product" means the product identified in the invoice.
2. A 50% deposit is required when placing an order. The product shall be paid for in full, prior to or upon delivery.
3. Where the Company is to deliver the product, risk shall pass when the Company's carrier or his agent has delivered the product to the place identified on the invoice.
4. Where the Purchaser or his agent is to collect the product, risk shall pass at the time of collection.
5. The Purchaser agrees to only use and install product from the Company in accordance with the Company's "Product Information Sheet" and relevant "Handy Hints" guides.
6. The Purchaser agrees that if the Purchaser is purchasing the product to use for third parties, the Purchaser will ensure that those third parties have been fully informed of, read and understood the Company's Product Information Sheet and relevant Handy Hints Guides.
7. The Purchaser acknowledges and agrees that the product is manufactured cement based reconstituted stone and the product will perform in a similar manner to natural sandstone. The Purchaser acknowledges that the product is manufactured from a variety of raw materials that could change the colours and textures between batches.
8. The Purchaser acknowledges that over time the product's general wear may become apparent and in shaded &/or damp areas mould could appear.
9. The Purchaser acknowledges that Benzini's stone pavers have been slip resistance tested in accordance with AS/NZS 4586-1999 Appendix A. With respect to AS/NZS 4586- 1999 Table 2, stone pavers have been classified as Class V – ie The contribution of the floor surface to the risk of slipping when wet is classed as *very low*.
10. Product colours may mellow with direct exposure to the sun and weather.
11. Tonal shades of the product may become more obvious over the longer term giving a naturally aged appearance, this is unique to the product.
12. The product is hand made.
13. Fine crazing (thermal shock) can occur but will usually self heal over time. Fine crazing is apparent in most cement based products and is not structural. Any substrate movement may also lead to fine hairline cracks that will usually self heal. Such movement is beyond the Company's control or liability.
14. As with all new cement based products efflorescence can become visible, this will generally weather away.
15. The Purchaser acknowledges that no warranty has been made by the Company in relation to the product.
16. The Purchaser acknowledges that any costs incurred by the Company as a result of difficulties or delays in completing any delivery, performing any work or for any reason whatsoever shall be borne by the Purchaser unless otherwise agreed to in writing by the Company.
17. All claims for credit for damage, defective or short delivered product or for product to be returned must be reported to the Company within seven (7) days of the delivery or collection date. No request for credit will be approved until a representative of the Company has inspected the product on which the credit is claimed. Until this inspection the Purchaser is responsible for maintaining proper care of the product in question. All claims must be made before the product is installed.
18. The Purchaser acknowledges and agrees that the following products are not acceptable for return or credit: product damaged or lost in transit, product altered or damaged by the Purchaser and product not installed in accordance with the Company's "Product Information Sheet" and relevant "Handy Hints" guides.
19. Any liability of the Company with respect to the product shall be limited to replacement of the product.
20. Product range and prices are subject to change without notice.
21. All quotes shall remain valid for 60 days. All prices quoted by the Company shall be for the total quantities listed in the quote. The Company reserves the right to adjust the quoted price on any variations to the quantities.
22. The Purchaser hereby indemnifies and holds indemnified the Company against any and all losses, damages, claims, demands, actions, judgements, costs and expenses reasonably and lawfully incurred or suffered by the Company as a result of product manufactured specifically to the Purchases requirements or in any way as a consequence of the Purchaser's failure to comply in all respects with the Purchaser's obligations under these Terms and Conditions of Sale.