

H|M FLOORING LIBRARY

TRADE TERMS AND CONDITIONS

H|M Flooring Library is the trading name of the stone flooring division at Humphrey Munson (Cabinetmakers) Limited (the “**Company**”). These terms and conditions of sale apply to all Goods supplied by the Company, a limited company registered in England (no. 04309581) whose registered office is at 10 Queen Street Place, London, EC4R 1AG.

Please read these Terms and Conditions carefully and do not hesitate to contact us should you have any queries.

1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, the following words shall have the following meanings:

“**Company**” means Humphrey Munson (Cabinetmakers) Limited;

“**Contract**” means the contract for the provision of Goods made between the Company and the Trade Customer, which includes these Terms and Conditions, the Project Order, the Quotation and any additional terms and conditions agreed in writing between the Company and the Trade Customer;

“**Goods**” means any goods agreed in the Contract to be supplied by the Company to the Trade Customer;

“**Quotation**” means our standard Quotation for the supply of Goods;

“**Order**” means the order for the Goods to be supplied by the Company to the Trade Customer;

“**Trade Customer**” means the sole trader, limited partnership or limited company purchasing the Goods from the Company; and

“**VAT**” means value added tax.

2. ORDERS

Any order received by the Company from the Trade Customer shall be accepted entirely at the discretion of the Company, and if so accepted, will only be accepted upon these terms and conditions.

Each Order accepted shall constitute an individual legally binding contract between the Company and the Trade Customer and such contract is hereinafter referred to in these terms and conditions as an Order.

3. PRICING

The price of the Goods refers to the price contained within the Quotation at the date of acceptance of the Order.

All prices contained within the Company’s Quotation are valid for 30 days only from the date shown on the Quotation or until earlier acceptance by the Trade Customer.



H | M

F L O O R I N G L I B R A R Y

All published prices are exclusive of VAT @ 20% and delivery charges which will be separately itemised on the Quotation.

The Company reserves the right to change the prices of products without prior warning.

Trade Customers will receive 20% discount on all flooring products supplied by the Company.

4. PAYMENT

100% of the total order value received by the Company, from the Trade Customer, will secure an order for the Trade Customer and is non-refundable. Please note that all orders must be paid in full and funds cleared before goods can be dispatched. Orders will not be prepared and packaged nor delivery arranged until payment in full has been received and cleared.

5. DELIVERY

A delivery date will be confirmed with you on your order confirmation email. If you have requested a specific date, the Company will always try to accommodate this but please bear in mind there is a minimum three working day lead time on all deliveries regardless of size or location. In the event that a delivery needs to be delayed by the client, please provide at least five working days otherwise a failed delivery charge may be incurred.

Our deliveries are primarily undertaken by a third-party distribution provider. They collect the picked and packed Order and deliver it to the delivery address stated on the order, on the specified date. We require a contact telephone number for the contact at the delivery address when placing your Order in case the delivery driver encounters any difficulties finding the address.

Deliveries will be made in a tail-lift lorry. They are booked to make a kerbside delivery and will deliver the goods to the nearest flat hardstanding, off the public highway. Deliveries cannot be made on unstable surfaces such as gravel drives. Deliveries will always need to be signed for unless express permission has been given in advance for a delivery to be made without the Trade Customer being present. Hand-pump trucks are used to manoeuvre pallets off the tail-lift; they do not work on gravel or mud (they get stuck), and uneven surfaces or slopes make the load very unstable or impossible to move. Some drivers will take the delivery along a flat driveway or path to a desired location, but they are under absolutely no obligation to do so.

We have two specialist lorries that can occasionally be booked for the purpose of delivering orders. We need as much notice as possible, but at least 14 days to enable us to book our routes, offer a date that is both achievable for us, and convenient for you. Our lorries have a crane with a 'grab' which enables them to deliver crates onto driveways / over low hedges etc. These lorries may be preferable if there are access issues where a tail-lift lorry won't work. The drivers will always endeavour to place the crates where requested, but they do not enter inside a property and will only leave the crates where it is safe to do so.

Our standard delivery timing is pre-noon delivery.

Any deliveries booked to be done using our own lorries with the crane and grabber will be costed on an order by order basis dependent on size and geographical basis.



Humphrey Munson (Cabinetmakers Ltd)
The Joinery Works , Gransmere Green
Felsted, Essex CM6 3LB

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FLOORING LIBRARY

Failed deliveries will incur a re-delivery charge of £46 per crate + £20 on top for pre-12pm delivery. A collection that fails due to fault of the client (for example, blocked access) will be charged at the same rate as above.

6. QUALITY AND DESCRIPTION

All natural materials supplied by the Company are subject to natural and geological variations in markings, colour, texture and composition and all stone samples, photos and descriptions only offer an indication of the natural variation of a stone.

Natural stone is the product of the natural environment. Therefore you must accept the variations in marking, colour, pattern, texture and veining. These differences and variations in stone should be considered as the beauty of natural stone. **PLEASE DO NOT PROCEED** with an Order if you do not accept the variations of choosing a natural stone floor tile.

In the event that the Trade Customer requires additional stone ordered at a later date, please note the Company cannot guarantee this will match the original stone delivered due to the variations noted above.

Returns due to variations of the material will be subject to 30% restocking fee and the Trade Customer is also responsible for the original and return delivery charges.

The Company is not responsible for any stains, fissures, scratches, chips or cracks that may occur after the tiles are delivered. Please note minor scratches and chips are normal with natural stone.

For the avoidance of doubt in determining the difference between a crack and a fissure, please note that if it's open and goes from edge to edge it's a crack, if it stops before the edge it's a fissure.

The Trade Customer accepts up to 5% of any natural stone order, in compliance with the recognised industry standard, may have some breakages or imperfections. These can easily be used for cuttings. The Trade Customer must add a minimum of 10% wastage to every order. All Orders are sourced and sold as first quality material.

7. INSTALLATION AND STORAGE

The Company strongly recommends that the Trade Customer employs the services of a professional natural stone fitter to achieve the desired look. Natural stone can vary from crate to crate, and indeed within a crate. It is important the Trade Customer understands and instructs their tiler to mix the tiles when fitting for an even blend and that dry laying the tiles first will ensure a consistent finish.

Stone flooring will arrive in crates and can be brittle before being laid. If removing tiles from crate, we recommend stacking vertically against the wall protecting both wall and floor with polystyrene/cardboard or something similar to avoid chipping tiles. Always stack face-to-face and back-to-back to avoid unnecessary scratching.

Laying out your tiles before fixing will also ensure you get a consistent look and feel across the area as all natural stones will have a certain degree of natural colour variation. Each of our stones have slight, moderate or highly varied detail. For tiles measuring 60cm x random, your tiler **must** unpack all the crates and dry lay the tiles prior to fixing.



H | M

F L O O R I N G L I B R A R Y

8. RETURNS POLICY

Where the Trade Customer notifies the Company of any defect, damage or material difference in specification, the Trade Customer shall afford the Company the opportunity to inspect the goods and to replace at the Company's cost damaged, defective or non-compliant goods, or to refund to the Trade Customer the price of the damaged, defective or non-compliant goods (or a proportionate part thereof).

Where the Trade Customer wishes to return the goods to the Company, the Company shall accept return of the goods subject to the following:

- 8.1 In the case of returns due to damages, these should be signed on the delivery sheet and informed within 48 hours with photographic evidence provided. If these conditions are not met, Company reserves the right to refuse return of the damaged goods.
- 8.2 The Company will not replace damaged or defected stone representing 5% or less of a total order.
- 8.3 Non-damaged returns require notification being given by the Trade Customer to the Company within 7 working days of delivery of the goods (bespoke orders are non-returnable) and are subject to a re-stocking fee of 30%.
- 8.4 All delivery charges are non-refundable. Collection costs, refund transaction costs, restocking fees and any other costs incurred by the Company will be deducted from the total refund.
- 8.5 The goods must be returned in their entirety by the Trade Customer to the Company in the same packaging and condition that they were received by the Trade Customer. **Please note we recommend all Trade Customers retain the crates until after the floor is down and completed** otherwise a return collection will require two visits – 1) to deliver new crates, and 2) to collect the tiles.
- 8.6 Non-damaged returns will incur a 30% restocking fee on the value of the returned Goods.
- 8.7 Refunds will be made within 10 working days of receiving the returned Goods.
- 8.8 The Company reserves the right to refuse to replace goods transported by the Trade Customer or anyone acting on behalf of the Trade Customer.
- 8.9 If the stone has been fitted or attempted to be fitted, we can no longer accept returns.
- 8.10 If the Company agrees to replace tiles due to defects or damage please note that this will depend on stock availability.

The Company takes no responsibility for mis-calculation of an order and it is the Trade Customer's responsibility to ensure the correct amount of stone is ordered including wastage.

The Company holds no responsibility or financial liability for any third party costs incurred by Trade Customer arising due to supply of goods including and not hereby limited to; delayed, damaged, defective or mislabelled goods.



H | M

F L O O R I N G L I B R A R Y

9. DESCRIPTION AND SAMPLES

- 9.1 All descriptions, images (both online and in print) and samples of our goods are for the purpose of giving an approximate representation of the goods only.
- 9.2 All goods should be carefully checked by the Trade Customer prior to fitting the Goods. Fitting of the Goods is considered as acceptance of the material.
- 9.3 The Trade Customer acknowledges that within natural stone geological variations will occur in terms of colour, markings, texture, size and between consignments.

10. DATA PROTECTION

The Company will take all reasonable precautions to keep the details of the Trade Customer's order and payment secure, but unless the Company is negligent, the Company will not be liable for unauthorised access to information supplied by the Trade Customer. The Company will only use the information the Trade Customer provides for the purpose of fulfilling the Order. The Trade Customer can correct their information, or ask that information about themselves be deleted, by giving written notice to the Company at Humphrey Munson (Cabinetmakers) Limited, The Joinery Works, Gransmore Green, Felsted, Essex CM6 3LB, or by email to info@hmflooringlibrary.co.uk.

11. INSOLVENCY

If the Trade Customer becomes bankrupt or insolvent or in the event of a resolution being passed or proceeding being passed commenced for the Trade Customer's winding-up or a receiver, administrator or a manager is appointed of all or any part of your assets or undertaking the Company shall be entitled to suspend deliveries or to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accruing to the Company.

12. APPLICABLE LAW

These terms of sale and the supply of the Goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract.

13. THIRD PARTY RIGHTS

Neither the Company nor the Trade Customer intend that any term of Contract will be enforceable by any person that is not a party to it other than someone to whom the Company transfers its rights under this contract.

14. COMPLAINTS

The Company takes complaints very seriously. The Company will acknowledge the complaint within 5 working days and provide a likely timescale for resolving the dispute, always keeping the Trade Customer informed of progress.

Complaints can be made by writing by email to info@hmflooringlibrary.co.uk.

