QUOTE DETAILS

Please check all details listed in the quote prior to confirmation of the order.

VALIDITY

Quotes valid for 30 days (or as noted) at which point we reserve the right to review.
We reserve the right to amend our quote if any changes are made before, during and after processing / installation.
Breakdown prices are not valid if parts are added or removed from the project scope.

CONFIRMATION

Acceptance of the quote must be received in writing.

PAYMENT TERMS

SLAB SUPPLY

Confirmation of order to be accompanied by 50% deposit. Balance payment due prior to collection or at 30 days from deposit whichever comes first. Collection of goods is to be made within 30 days of balance (maximum 60 days from deposit). Storage charges will apply from $3.00 + GST per slab per week thereafter.

TILE SUPPLY

Confirmation of order to be accompanied by 50% deposit. Balance payment due prior to collection or 30 days from deposit whichever comes first. Collection of goods is to be made within 30 days of balance (maximum 60 days from deposit). Storage charges will apply at $1.00 + GST per square meter per week thereafter.

SUPPLY, MANUFACTURE & INSTALLATION (NON-ACCOUNT HOLDERS)

Confirmation of order to be accompanied by 50% deposit. Balance payment due prior to delivery / installation. Client can inspect finished goods at Apex Stone as proof of completion prior to balance payment.

SUPPLY, MANUFACTURE & INSTALLATION (ACCOUNT HOLDERS)

Confirmation of order to be accompanied by 30% deposit. Progress claims made on the 25th of each month. Payment due strictly at 30 days from the end of the month of invoice. Credit subject to adherence to terms and conditions including credit limit and due dates.

RETENTION

We do not accept withholding of retention unless the original contract sum exceeds $100,000 excl. GST and formalised in a written and executed contract.

LIQUIDATED DAMAGES

We are not prepared to accept liquidated damages.

VARIATIONS

SLAB SUPPLY

Apex Stone reserve the right to change the quote price should the client vary the order quantity. Apex Stone reserve the right to change the quote price for special import based on foreign currency movement. Acceptance of the variation quote must be received in writing.

TILE SUPPLY

Apex Stone reserve the right to change the quote price should the client vary the order quantity. Apex Stone reserve the right to change the quote price for special import based on foreign currency movement. Acceptance of the variation quote must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (NON-ACCOUNT HOLDERS)

Apex Stone reserve the right to change the quote price should the client request additions, deletions or other modifications to the original scope of works. Apex Stone reserve the right to change the quote price should the actual on-site conditions differ from the assumptions made at the time of quoting. Apex Stone reserve the right to charge for additional work complete in the factory or on site outside of the scope of works provided for quotation purposes. Apex Stone will endeavour to provide a variation quote for approval prior. When works cannot be avoided charges will be passed on to client for works done at industry rates. Acceptance of the variation quote must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (ACCOUNT HOLDERS)

Apex Stone reserve the right to change the quote price should the client request additions, deletions or other modifications to the original scope of works. Apex Stone reserve the right to change the quote price should the actual on-site conditions differ from the assumptions made at the time of quoting. Apex Stone reserve the right to charge for additional work complete in the factory or on site outside of the scope of works provided for quotation purposes. Apex Stone will endeavour to provide a variation quote for approval prior. When works cannot be avoided charges will be passed on to client for works done at industry rates. Acceptance of the variation quote must be received in writing.

LEAD TIMES

SLAB SUPPLY

Items in stock - lead time 2-3 days from receipt of payment in full required for collection. Items not in stock - special import orders have varying lead times depending on the point of origin and time of year. Asia - approximately 10-12 weeks from order confirmed with deposit. Europe - approximately 12-14 weeks from order confirmed with deposit.

TILE SUPPLY

Items in stock - lead time 2-3 days from receipt of payment in full required for collection. Items not in stock - special import orders have varying lead times depending on the point of origin. Asia - approximately 10-12 weeks from order confirmed with deposit. Europe - approximately 12-14 weeks from order confirmed with deposit.

SUPPLY, MANUFACTURE & INSTALLATION

Lead times will vary subject to time of year, project type, material, and other factors. Lead times subject to materials in stock (refer dates above if not in stock) Domestic scale projects; standard joinery items 10-15 work days lead time from approved drawings. Complex joinery items, floor tiling, wall cladding 15 - 20 work days lead time from approved drawings. Commercial scale projects; lead times based on the specific project. Note - adherence to lead times dependant on on-site readiness.

WORK HOURS

All quotations are based on normal work hours, during normal work days, during normal work weeks. This is based on the CFMEU Calendar. Any request / requirement to complete processing and / or installation outside of these hours will be subject to availability and ill incur additional cost.

CONSTRUCTION PROGRAM

SUPPLY, MANUFACTURE & INSTALLATION

We reserve the right to review construction programs. We will endeavour to work within supplied programs but cannot guarantee we can meet them. Review of program to be ongoing, largely dependent on timing of site measure and approval of shop drawings.

CANCELLATION

SLAB SUPPLY

Cancellation of order prior to collection will incur Administration and re-stocking fee of 10%. Zero returns or cancellation policy for special import orders. Zero returns policy following collection of goods from warehouse. Cancellation of the order must be received in writing.

TILE SUPPLY
Cancellation of order prior to collection will incur Administration and re-stocking fee of 10%. Zero returns or cancellation policy for special import orders. Zero returns policy following collection of goods from warehouse. Cancellation of the order must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (NON-ACCOUNT HOLDERS)
Cancellation of the job in full or in part will incur an Administration fee of 10% of the value of the job. We will also charge for works completed up until notification of intent to cancel. Cancellation of the order must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (ACCOUNT HOLDERS)
Cancellation of the job in full or in part will incur an Administration fee of 10% of the value of the job. We will also charge for works completed up until notification of intent to cancel. Cancellation of the order must be received in writing.

RETURNS

We are not required to provide a refund or replacement if you change your mind. Any complaints relating to Apex Stone product must be submitted in writing within 7 days of collection / delivery / installation. Absolutely no claims will be accepted for any reason after the material is installed.

WARRANTIES

After installation care and maintenance is the responsibility of the client. In the event after installation service is required, Apex Stone reserve the right to charge a $200 + GST site inspection fee. This will be refunded should it be deemed a warranty issue and therefore the responsibility of Apex Stone to rectify. If not covered by warranty Apex Stone will provide a quotation to complete rectification works. Payment as quoted must be received in full prior to attendance. If Apex Stone are unable to quote for rectification works, we may be able to refer you to a third party.

WHAT IS COVERED BY WARRANTY?
We offer our standard warrantee on workmanship and materials - a period of 5 years. We will pass on any manufacturer's warrantee in relation to materials. When Apex Stone are responsible for supply only, our warrantee is limited to replacement of product only. This does not include removal or re-installation costs. Absolutely no claims will be accepted for any reason after the material is installed.

WHAT IS NOT COVERED BY WARRANTY?
We do not warrant the performance of stone materials. Stone materials vary, some may be better suited to applications than others. We recommend suitability testing be conducted at the specification stage of the design. We take no responsibility for the installation of non-suitable materials in certain applications. General wear and tear are not covered by warranty. This includes scratches, stains, marks, etching and dullness. Chipping to the edges of material is not covered by warranty. Changes in the appearance of material in natural or artificial light are not covered by warranty. Changes in the appearance of material in external conditions are not covered by warranty. Changes in the appearance of material in high traffic areas is not covered by warranty. Changes in the material due to use of non-suitable cleaning products is not covered by warranty. Open cracks in the material are not a material fault and not covered by warranty. Cracking is the result of externally induced mechanical stress on the material after installation. Causes include:
MOVEMENT - e.g. settlement of joinery carcass & substrate
WEIGHT - e.g. standing on the benchtop to change a lightbulb
TEMPERATURE - e.g. placing a hot pan directly on the stone

Any works/actions that contradict our supplied maintenance manual with void warranty. This includes but is not limited to cleaning, sealing/maintenance, loads on installed finishes etc.

WORKING WITH NATURAL MATERIALS

Stone is a natural material - each piece is unique. Variations in background and features do occur including but not limited to
COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE BASE
COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE PRIMARY VEIN PATTERN
COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE SECONDARY VEIN PATTERN
COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE FOSSILS
We have made no special provision to avoid the following characteristics:
RESIN REPAIRED CRACKS AND / OR FISSURES
PIN HOLES
BRUISING / STUN MARKS
BLACK SPOTS (MICA)
RESIDUAL FINISHING MARKS TO THE SURFACE
No special selection of material has been allowed for unless specifically stated in our quotation.

MATERIAL TOLERANCES

Dimensions listed are nominal. Tolerances with respect to size, thickness, and finish, as per industry standard.
Generally:
SLAB MATERIAL - DIMENSIONS 50mm tolerance
Overall size when dealing with uneven edges / broken corners as per industry standard.
SLAB MATERIAL - THICKNESS +/- 2MM
TILE - THICKNESS +/- 2MM

MATERIAL TESTING

We have not allowed for testing of materials. This includes fit for purpose, slip testing, wear testing, suitability of sealer etc.

SLAB INSPECTION

We do not facilitate individual slab inspections at Apex Stone. The process of inspecting each slab individually with the client is time consuming, and risks damaging the material due to excessive slab movements. We encourage clients to visit our warehouse to inspect the available slab material. Timing of the project, quantity required & material type will determine if we use the inspected slab in the job, or as selection criteria for the project. If individual slab selection is requested, we can provide our photo nesting service. For wholesale supply, we encourage the purchaser (stonemason) to inspect the slabs during the loading process at our warehouse.

PHOTO NESTING

Photo nesting has not been allowed for unless specifically stated in our quotation. Photo nesting process involves taking scaled images of each slab and producing a layout over the site measure drawings. This will show the client our intentions for the overall look of the project. Every effort is made to stick to the approved layout. Stone is a natural product and sometimes behaves in an unexpected manner. If naturally occurring characteristics of the stone deem the original nesting unworkable. Apex Stone have authority to produce the next best outcome. Apex Stone retain the right to modify the nesting without notice if deemed necessary. The price for this service is from $50/m2 + GST.

MATCHING

No allowance for book-match or vein-matching unless specifically stated in our quotation. There are generally three processes for matching:

NON-MATCHING

Manufacture all required pieces with no matching required. Panels can be cut from any of the assigned slabs, in any direction, without special consideration to matching. Example: basalt, black granite, cross cut travertine

DIRECTION-MATCHING
Manufacture all required pieces with veining / pattern to be running in one direction. If required and where possible panels installed side by side are cut from the same slab such that pattern aligns. Where not possible panels cut from slab with pattern in the same direction. Example: Carrara marble, vein cut travertine, tundra grey

BOOK-MATCHING
Book matching (aka butterfly / mirror / open book) is the process of matching two sequential slabs so that the adjoining surfaces mirror each other like an open book. (NOTE: not all materials are available in book-matched sequence). Feature joins to have a book-match, others to follow direction-matching as detailed above. Provision for single book-match only unless specifically stated in our quotation. Example: Book-matched Calacutta marble

SORTING
We have not allowed for sorting or selecting materials for variations in appearance.

WASTAGE
When we quote to supply, allowance for material wastage has been calculated based on industry standards. Extra wastage of materials due to client rejection or request for special sorting will be charged to the client based on extra material and extra time taken.

REPAIRS - APEX SUPPLIED MATERIALS
Apex Stone reserve the right to repair or 'make good' materials. Including but not limited to:
FIBRE GLASS RODDING
RESIN TREATMENT TO CRACKS / PITS / FISSURES
POLYESTER TREATMENT TO CRACKS / PITS / FISSURES
RE-FINISHING
Unless due to a change in the project design, the cost of repair or make-good will not be passed on to the client.

REPAIRS - CLIENT SUPPLIED MATERIALS
When processing client supplied materials, our quotation is based on the assumption that the supplied material is fit for purpose. We reserve the right to amend our quote if client supplied material is not to our expectations or as we have assumed. Apex Stone reserve the right to pass on any costs incurred in repairing or making good. Including but not limited to:
FIBRE GLASS RODDING
RESIN TREATMENT TO CRACKS / PITS / FISSURES
POLYESTER TREATMENT TO CRACKS / PITS / FISSURES
RE-FINISHING
As a result of normal wear and use, resin or polyester fillers may occasionally dislodge and require re-filling as part of normal maintenance. This applies to both primary (during slab processing) and secondary (during local factory processing) repairs. In the case that supplied material cannot be repaired/made good, procurement of additional or replacement material to complete the project is the responsibility of the client. Quantity estimates are estimates only. Estimates are based on the assumption that the material can yield a certain outcome and that the actual scope of works will be as quoted. Procurement of additional material or management of excess is the responsibility of the client. Apex Stone take all care but no responsibility for client supplied materials.

SPARES
We have not allowed for supply of spare materials.

OFFCUTS - APEX SUPPLIED MATERIALS
For projects where Apex Stone have quoted the supply of the material you have been charged for the quantity you require for the project plus some waste. Therefore, any offcuts yielded from the slab remain the property of Apex Stone. If we require more material to complete your original scope of works than we estimated, the cost and responsibility to procure additional material lies with Apex Stone.

OFFCUTS - CLIENT SUPPLIED MATERIALS

Apex Stone do not have a facility to store offcuts from client supplied material. Any offcuts will be disposed of during and at the completion of the job based on job scope. If you would like to retain the offcuts you must advise Apex Stone before the job commences. You must provide suitable facility for Apex Stone to pack your offcuts (A frame / pallet / crate). Any additional processing and / or handling of offcuts must be priced and agreed upon before the job commences.

WORKING WITH MATERIALS SOURCED FROM SIGNORINO TILE GALLERY

When Signorino Tile Gallery natural material is specified, our terms and conditions will reflect those provided specifically by Signorino as per below:

"*Please bear in mind that we have a non-return policy for natural stones, therefore the client MUST view the slab before it is picked. Please get back to the relevant sales REP to organise the day and time for slabs viewing. If you don't have time for viewing and you need the material urgently you will have to view the slabs at the pick up time. Once collected, refunds or returns will not be accepted. Please make sure the person who picks up the slab is the one you can trust to make the decision.*"

The statement above implies that:

1. Cost of replacement material, due to serious structural fault – CHARGED TO CLIENT
2. Cost of additional material, due to serious structural fault – CHARGE TO CLIENT
3. Cost of repair / additional processing, due to serious structural fault – CHARGE TO CLIENT

Please note that Apex disagree with Signorino's return policy. Wholesale suppliers should take responsibility for the structural integrity of the material they sell. Wholesale suppliers should disclose known structural faults prior to purchase, and consider reasonable claims for return / refund / credit for faults discovered after purchase. When materials are purchased from Apex Stone there would be no additional cost to the client in relation to serious structural defects if apparent.

WORKING WITH MAN MADE MATERIALS

When working with man-made materials including engineered stone, thin sheet porcelain and ceramic tiles, Apex Stone will follow the manufacture & installation guidelines from the supplier of the product. It is the responsibility of the designer / architect / builder / other trade to ensure they follow these same guidelines when designing the project. If the design contradicts the fabrication & installation guidelines Apex Stone reserve the right to decline to proceed unless re-designed.

PORCELAIN

This product can chip more readily than alternatives and is more difficult to repair. For this reason, we prefer to work with top mount appliances. When undermount appliances preferred, we advise that the appliance should not be directly fixed to the underside of the porcelain. Additional substrate support required.

FACTORY TOLERANCES

MACHINING LIMITATIONS OF CNC PROFILING (solid blocks)

The degree of finishing of some blocks is limited, particularly where internal corners are required and especially if the profile is undercut. Some degree of hand-work will be required to take all of the material out of these areas. We have allowed for 1mm passes by saw or router. The saw blade size is a minimum of 125mm diameter, and the router to a minimum 20mm diameter. The length of the shaft on the router is limited to approximately 300mm but this may be less depending on the block detail. We cannot give sharp internals to profiles as we are limited in blade width to approximately 3mm. If required we can specifically indicate what we can and can't achieve by machine for any specific block, part or profile. If hand finishing is required this will be priced as an extra over cost to you. We have not allowed to carve faces, busts, gargoyles, griffins, capitals, finials or other organic shapes. These areas will be left as a block of stone to be carved by others.

PREPARATIONS FOR STONE WORKS- JOINERY

TEMPLATES

We require templates for all joinery items (horizontal). Templates must be screwed into place to allow for accurate checking. Templates must be clearly labelled with the joinery reference number. Any notes from the joiner to be clearly noted on the face of the template. Penetrations for appliances must be physically cut out of the template. The type of penetration must be noted on the template. Apex Stone reserve the right to charge for an additional call out to site if / when:
Items not ready for measure at schedule appointment date.
Additional visit required to re-check items that require amendments to make fit for purpose.
Minimum charge for return to site $200 + GST

APPLIANCES

The type and position of all appliances must be known and decided prior to site measure. Tap hole positions must be decided prior to site measure and marked clearly on the template. Apex Stone do not permit on site cutting of tap holes or other penetrations. Undermount or flush mount appliances must be on site for checking during the measure. We will need access to appliances for second check measure following stone cutting in factory. Custom porcelain bowls / basins will vary in size and shape. These must be labelled for each room even if the same product. No allowance for scribing to the exact shape.

INTEGRATED STONE SINKS

Full support must be supplied by others. Integrated stone sink to be mitre joined at sides, butt join at base. Client to supply suitable plumbing waste unit to Apex Stone before processing can commence. Assembled integrated stone sink to installed underneath stone benchtop via butt join. This involves installation of integrated stone sink first (full box support by others), stone benchtop on top, with cut out as per undermount sink.

STONE DRAWER FRONTS

Joinery must be strong enough to support the weight of the stone (hinges / drawer runners). Unless specifically requested our quote does not include the cost of reducing the weight of the stone to suit joinery via reduced thickness or other means. Our quote is based on factory assembly of stone to drawer fronts / door fronts. Installation to carcass and minor adjustments by the joiner. When handling supplied joinery, we will take all care but no responsibility for the items. We will not accept liability or back charges for the cost of damage during transport, handling or stone assembly.

CURVED STONEWORKS

If we have priced to process “curved stone” these are assumed to be faceted from nominal 20mm thick stone unless specifically stated otherwise. Not carved from solid block. Supply of suitable water-resistant substrate (i.e. marine ply) manufactured to the requested faceted dimensions of the corresponding stone panels by others. We will not accept smooth curve substrates; the facets in the substrate must align with the sizes and angles of the stone facets. Substrate must be fully water tight. Drawings of required substrate can and will be supplied to the joiner upon request. When processing “curved stone” for installation on walls rather than joinery, we cannot CNC machine the facets to make smooth, and so the finished look will remain square faceted.

SUBSTRATES

Substrate to be supplied and checked by others. Apex Stone reserve the right to request additional substrate support if required. Stone is not self-supporting. Substrate must be strong and rigid to prevent any movement or flex in the stone. Particular attention should be paid to the support required in front of appliance cut outs. Generally, any overhang more than 200mm requires both a full joinery substrate and additional support in the form of metal frame / bars / bracket. Apex Stone can provide advice based on knowledge and experience working with natural stone, but the engineering & design sign is the responsibility of others.

PREPARATIONS FOR STONE WORKS- WALLS

We have excluded all wall preparations unless specifically stated in our quotation. Preparation of suitable wall substrate by others. Preparation of secondary steelwork and / or additional support structure as required by others.

SET OUTS
Set out points, grids, datums by others. We will complete set out only as required for our own works.

GENERAL WALL SUBSTRATE REQUIREMENTS
Within suitable tolerance as per Australian Standards. Must be suitable to support the weight of the stone. (20mm thick approx. 60 kgs / m2, 30mm thick approx. 90 kgs / m2)
Examples of wall cladding substrate: CEMENT SHEETING / MDF / PARTICLE BOARD / STEEL STRUCTURE
Adhesive & Mechanical fixing:
Must be suitable for stone to be adhesive fixed to substrate (generally 3-5mm allowance for glue/epoxy). Must be suitable for additional mechanical fixings as required (e.g. screws). Must not be paper lined or similar that may come away with the weight of the stone. NOT PLASTERBOARD.
Full Mechanical fixing:
If pin fixed to concrete, blockwork or steel, the maximum cladding zone is 60-80mm. The minimum cavity behind stone is 20mm, preferred design to incorporate 30mm cavity behind stone for mechanical fixings (e.g. brackets).

WATERPROOFING
We have excluded all waterproofing / tanking / flashing unless specifically stated in our quotation.
As per Australian Standard (AS 3740-2010) & The Building Code of Australia. Generally, to shower walls and behind vanities. The waterproofing membrane must be compatible with cement-based adhesives.

PREPARATIONS FOR STONE WORKS- FLOORS

We have excluded all floor preparations unless specifically stated in our quotation. Preparation of suitable sub-floor by others

GENERAL SUB-FLOOR REQUIREMENTS
Within suitable tolerance as per Australian Standards. Generally, must not vary more than 2mm over a 3m straight edge. Must be suitable to support the weight of the stone (20mm thick approx. 60 kgs / m2, 30mm thick approx. 90 kgs / m2) and required dead and live loads. We take no responsibility for the structural adequacy, latent defects, or their possible consequential effects, of base surfaces provided by others. Structural load capacity of the finished paving may be limited by the design of the base and/or sub-base surfaces. We take no responsibility for materials laid on waterproof membranes or other non-cement-based materials or where underfloor heating is installed.
Examples of sub-floor:
MORTAR BASE (SAND / CEMENT MIX) * - standard 50mm set down for 20mm stone, maximum 80mm
*Mortar additives excluded unless specifically stated in our quotation.
Adhesive fixing:
Within suitable tolerance as per Australian Standards. Screeds by others must be structurally sound and free of defects. Correct set down for thickness of stone and adhesive (approx. 5mm). Further set downs for entry mating / adjoining floor finishes by others. Additional build up if required by others. Preparation of sub-floor (grinding / scabbling / demolition) if required by others. Bases provided by others for tiling must not vary more than 2mm over a 3m straight edge. Apex Stone reserve the right to reject floor preparations by others.

SET OUTS
Set out points, grids, datums by others. We will complete set out only as required for our own works.

WATERPROOFING
We have excluded all waterproofing / tanking / flashing unless specifically stated in our quotation.
As per Australian Standard (AS 3740-2010) & The Building Code of Australia generally, to shower floors, hobs, & upper levels. The waterproofing membrane must be compatible with cement-based adhesives. Fitting of drain pits by others if applicable

SOUND PROOFING & ACOUSTIC UNDERLAY
We have excluded all sound proofing & acoustic underlays in our quotation.

UNDERFLOOR HEATING

We have excluded all underfloor heating unless specifically stated in our quotation. To be laid by others. Must not compromise allowance for stone/tile installation. All care will be taken while laying stone on top of heating coils/mat. We accept no responsibility for any damage caused before/during/after stone installation. In some cases, underfloor heating can cause delamination of stone flooring. We use appropriate adhesives and installation methods but are not responsible if this occurs.

TACTILE INDICATORS

We have excluded all tactile indicators unless specifically stated in our quotation.

SHOWER BASES

If shower bases are to be installed with restricted access – i.e. walls, plumbing fittings etc – we reserve the right to include additional joins in the stone. Alternatively, we can assess the specific set up at the time of site measure to determine if the shower base can be installed in a large piece. If it is possible, provision of suitable winching point is required for Apex to attach our lifting equipment. Set up of this winching point to be completed by others. As a general rule, Apex will not interfere with the structural integrity of the building in any way. We are not responsible for any cost associated with setting up the winching point or other preparations for our lifting equipment.

PREPARATIONS FOR STONE WORKS- STAIRS

We have excluded all stair preparations unless specifically stated in our quotation. Preparation of suitable sub-floor by other

SET OUTS

Set out points, grids, datums by others. We will complete set out only as required for our own works.

GENERAL STAIR REQUIREMENTS:

Finished stair tread heights and riser position for each step to be set out and clearly marked by others as per Australian Standards. We have allowed for direct adhesive fix of stair treads and risers. Allowances for approx. 5mm of glue plus the thickness of the stone. We have allowed for stone riser to be installed under stair tread to facilitate on site adjustments to level. Mitre joins of tread & riser excluded. For curved stair treads we have allowed for client to supply templates of each tread for onsite checking. Templates must be produced from rigid material and as close to the finished size and angle as possible. Access to AutoCAD drawing preferred.

NOSING - STAIR TREADS

We have excluded all stair nosing unless specifically stated in our quotation. This includes both tactile & visual contrast requirements.

APPROVAL FOR PRODUCTION

Following site measure Apex Stone will provide shop drawings for client approval. If we have completed the template check and on-site measure, we are taking responsibility for the correctness of the dimensions. It will be the client's responsibility to clarify / confirm any details unknown at the time of measure, sign off the join locations, material type and finish. Apex Stone reserve the right to determine the location of joins. We take into consideration the original design intent, the size of the slab material, the suitability of the material, and the site access.

DELIVERY / INSTALLATION

ACCESS TO SITE

Apex Stone have quoted delivery to the project address if known at the time of pricing. If location is not provided, we have assumed site is within the current MFB zone. Travel allowances such as fuel, accommodation, meal and overtime labour, to be quoted if applicable. Unless otherwise stated delivery only means to kerbside. Cartage of goods to worksite by others. Car parking free and accessible. Access for standard tray truck delivery. Clear access from delivery loading area to work-face suitable for mechanical / wheeled movement. Unless otherwise stated installation is to ground floor only. If not ground floor builder must provide access to goods lift / builder's lift / alimac or similar. Internal dimensions of lift must accommodate A frames loaded with stone panels. No provision for cartage of goods (stone panels, tiles, consumables, tops etc.) upstairs manually.

Hoisting to upper levels by others.

GENERAL CONDITIONS ON SITE

Non-union site. Normal working hours. If processing or installation required outside of these hours, we reserve the right to re-price. No restrictions to noise or other works during normal working hours. Works handed over progressively as completed. Facilities provided by others including - power, water, amenities, first aid, rubbish bins etc. Protection from weather by others.

NATURAL STONE SEALERS

Apex stone have excluded the application of sealer to natural stone unless specifically stated on our quotation. REFERENCE:
http://www.asaa.com.au/index.php/asaa-launches-sealer-guide/
There are generally two types of sealer:

IMPREGNATING SEALER

Penetrates into the surface of the stone. Helps to reduce the immediate penetration of coloured liquids, solutions and oils. Spills must be wiped up as they occur. The longer spills are left on the surface, the higher the risk that damage may occur. Will not protect against scratches, scuffs and wear. Will not protect against acid etching (calcareous stone types). Generally, these sealers do not alter the appearance of the stone. However, there are varieties available that are designed to alter the appearance of the stone i.e. Enhance formula.

PRICE

Will vary based on the material type & selected product.

MAINTENANCE

Re-application may be required. Care & maintenance as per manufacturers guidelines, stone type, and application.

TOPICAL COATING

Is a product that forms a protective barrier or coating on the top surface of the stone. May protect against stains from spills of coloured liquids, solutions & oils. May protect against scratches, scuffs and wear. May protect against acid etching (calcareous stone types). Generally, these sealers will alter the appearance of the stone.

PRICE

Will vary based on the material type & selected product. This is not a service provided by Apex Stone. Specialist contractor to be engaged by the client at the client's expense.

MAINTENANCE

Re-application may be required. Care & maintenance as per manufacturers guidelines, stone type, and application.

GROUT

Apex Stone exclude grouting of tile and stone unless specifically stated in our quotation. When grouting is included, we will generally use:

MAPEI ULTRACOLOUR PLUS GROUT
https://www.mapei.com/au/en/products-and-solutions/products/detail/ultracolor-plus
MAPEI KERACOLOUR FF GROUT
https://www.mapei.com/au/en/products-and-solutions/products/detail/keracolor-ff
Apex Stone reserve the right to select the colour and type of grout. The client may nominate their preferred colour from our selected range.

TRIMS

Apex Stone exclude trims to tile and stone unless specifically stated in our quotation. When trims are included, we will generally use:

B.A.T. TRIMS ALUMINIUM ANGLE
https://www.battrims.com/aluminium-angle
Stainless Steel, Brass and other metal alternatives are available, but may incur a higher cost.

CAULKING

Caulking is a specialised trade. Caulking involves all finishes, not just stone. It is common for the builder to engage a specialist caulker to complete all areas of the home.

Apex Stone exclude caulking of tile and stone unless specifically stated in our quotation. When caulking is included, we will generally use:
MAXISIL N NEUTRAL CURE SILICONE
http://maxisil.com/natural-stone/
MAPEISIL LM
http://www.mapei.com/public/COM/products/408-mapesillm-gb.pdf
Apex Stone reserve the right to select the colour and type of silicone for caulking. The client may nominate their preferred colour from our selected range.

PROTECTION OF WORKS IN PROGRESS

Apex Stone have excluded the protection of works in progress, finished works, and surrounding finishes, unless specifically stated in our quotation. All required hoarding, barricading, permits etc. by others. Provision of protection for stoneworks after installation is the responsibility of the client. Apex Stone are not responsible for any damage to installed stoneworks caused by other trades or persons. Note that protection of stoneworks may not fully protect the material underneath. Benchtops must not be used as a work top / work platform. Excessive weight on installed finishes (i.e. standing on top of benchtops, scissor lift over floors) can damage the material underneath.

APEX STONE - TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of these terms and conditions ("terms and conditions"):-

"Customer" means any one or more of the person named on a quotation, order, sales invoice or an account with the Supplier. –

"goods " means – goods or services or goods and services.

"order" means a purchase order from the Customer to the Supplier.

"services" means installation of goods and all services related to the installation of goods.

"Supplier" means – Apex Stone Pty Ltd (ACN 109711917) and each of its divisions (including Manton Stone, Apex Stone Projects and Apex Stone) subsidiaries, affiliates and "associated entities", "related entities" and "related bodies corporate" within the meaning of the Corporations Act 2001 (CW) and any other firm or company nominated by the Supplier in writing to the Customer as an associated entity of any of the above named entities

2. PRICES, QUOTATIONS

2.1 In the absence of contrary express agreement the price for goods shall be Suppliers list price ruling at the date of delivery and the charge for services supplied shall be at Suppliers prevailing rates at the time of supply. Prices quoted in published price lists or by Suppliers representatives are subject to change without notice and are not binding on Supplier.

2.2 All prices are expressed net of any applicable goods and services tax, freight charges, and customs duty that shall be added to the amount to be paid by Customer.

2.3 A quotation is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise until Supplier has accepted Customer's order.

2.4 Delivery of Customer's order to Supplier shall constitute Customer's acknowledgement and acceptance of these terms and conditions.

2.5 All quotations lapse 30 days after issue but Supplier may vary or withdraw quotation at any time.

2.6 In accepting Supplier's quotation Customer warrants and acknowledges that it has not relied on any representation by Supplier or its employees, representatives and agents other than as set out in writing in the quotation.

2.7 Customer shall be liable to pay to Supplier any increase, as may be determined by Supplier, in the cost of providing the goods or services pursuant to a quotation if:

2.7.1 Customer increases or varies the scope of the goods or services to be provided by Supplier;

2.7.2 Customer changes an order after materials have been ordered or production has been commenced;

2.7.3 Customer fails to accept delivery of goods on a scheduled delivery date;

2.7.4 Customers delivery requirements being beyond the scope referred to in the Customer's order;

2.7.5 Customer requiring goods being delivered in installments or in more than one delivery;

2.7.6 There are delays or complications in delivery of goods due to difficult access to premises, misrepresentations made to Supplier regarding access and description of premises or any failure to provide Supplier with particulars regarding access to and nature of premises;

2.7.7 There are any changes imposed by a third party in connection with the installation and delivery of goods or the provision of services;

2.7.8 There are any increase in taxes, duties or government levies incurred or to be incurred by Supplier after the date of order;

2.7.9 There are any costs of transportation, postage, packaging, taxes, insurances or the need for the supply or use of equipment such as cranes and forklifts that may be required as part of the delivery or installation process and which were not contemplated by Supplier at the time of preparing a quotation or receiving an Order;

2.7.10 There are any alterations, cutouts and tap hole locations which are not clearly marked on templates and Supplier is required to return to the job for that reason;

2.8 These terms and conditions apply to any transaction between Supplier and Customer for any supply of goods or services whether or not a quotation has been given.

3. INDEMNITY

3.1 Customer warrants as a fundamental condition of this contract that all drawings and specifications and other design information supplied by Customer to Supplier shall be accurate in all respects.

3.2 Customer shall indemnify Supplier against all costs incurred when goods are manufactured exclusively to Customer's specification. The supply of such goods cannot be cancelled by Customer.

4. PAYMENT

4.1 Upon placement of an order Customer is required to pay a deposit of 50% of the total price unless otherwise expressly agreed.

4.2 If the deposit has been paid and the order is subsequently cancelled by Customer (for any reason whatsoever) Customer will not be entitled to a refund of the deposit or any part thereof where goods to fulfill the order have been purchased and/or where the production process has commenced. A certificate signed by an officer or senior employee of Supplier to the effect that such goods have been purchased and/or the production process has commenced shall be conclusive evidence of that fact or those facts. In all other cases, the deposit less an administration fee of 10% of the deposit will be refunded.

4.3 In the case of delivery of goods (without installation) the due date for payment of the balance of purchase price is the date of delivery and in the case of delivery of goods (with installation) the due date for payment is the date certified by an officer or employee of the Supplier that installation of the goods has been completed unless otherwise expressly agreed.

4.4 For the purposes of determining the due date for delivery the Customer acknowledges and agrees that it shall be deemed to have accepted delivery immediately the Supplier notifies the Customer that any goods are ready for collection or they are placed with a carrier or delivered to the Customer's business premises or site, whether attended or not, and a certificate signed by an officer or employee of the Supplier confirming delivery shall be conclusive evidence of delivery, as shall any signed delivery docket.

4.5 Payment of the deposit and the balance of the purchase price shall be made by cash or bank cheque unless otherwise agreed in writing by the Supplier.

4.6 Any amount which remains outstanding after the due date will bear interest payable by the Customer to the Supplier at the rate of 1.5% per month with such interest to be compounded on a monthly basis.

5. DELIVERY

5.1 Supplier accepts no duty or responsibility for delivery of goods to Customer but may elect to arrange delivery at its discretion without any liability and at Customer's cost and responsibility in all things.

5.2 Supplier reserves the right to charge for any costs associated with delivery and such charges may be reflected in the price of goods quoted and/or added as additional charges to Customer.

5.3 Supplier will not be responsible for any damages or loss incurred by Customer as a result of delay in delivery of goods or supply of services.

5.4 Where goods are not delivered, delivered late or delivered at greater expense due to an error in delivery address provided by Customer, any additional costs incurred by Supplier are to be borne by Customer.

5.5 Customer is deemed to have accepted delivery of the goods at the time Supplier notifies Customer that the goods are ready for collection, or where a delivery service is engaged for delivery, when delivered to Customer's site (whether Customer is on site or not).

5.6 Customer is liable for any damages and claims arising out of delivery of the goods, including damage to footpaths, streetscapes or any other property and including fines and/or penalties from local authorities for rectification works in relation to any such damage or claim.

5.7 Customer must inspect the goods upon delivery and within seven (7) days of delivery advise Supplier in writing of:-

5.7.1 Any alleged difference in the quality or quantity of goods supplied compared to goods ordered, and

5.7.2 Any goods that are allegedly defective, and must allow Supplier a reasonable time to inspect any such goods. Should Customer fail to comply with any of these provisions for delivery, the goods are taken to be supplied and delivered as ordered and otherwise in accordance with these terms and conditions.

6. RETENTION OF TITLE

6.1 Customer acknowledges and agrees that title to the goods supplied by Supplier to Customer shall remain with Supplier until the total amount due in respect of the goods and all monies owing to Supplier have been paid in full (the "Debts").

6.2 Until all the Debts have been paid for in full:

6.2.1 Customer shall take custody of the goods as trustee, fiduciary agent and bailee for Supplier;

6.2.2 Customer shall keep Supplier's goods separate from any other goods and properly marked, stored, protected and insured.

6.2.3 Customer must hold all of the money it receives ('*Proceeds*'):

6.2.3.1 From sale of any property into which goods supplied by Supplier have been incorporated; or

6.2.3.2 For the sale of goods or provision of services including the goods and services supplied by Supplier

6.2.3.3 As bailee, fiduciary agent and trustee for Supplier, but Customer need not hold on trust any money exceeding the amount of the Debts at the time the money is received. Receipt by Customer of payment shall be treated as conclusive evidence that it has received proceeds. Customer need not hold on trust any money exceeding the amount of the Debts at the time the money is received. Receipt by Customer of payment shall be treated as conclusive evidence that it has received proceeds.

6.2.4 Customer expressly acknowledges that it is bound by fiduciary obligation created in the preceding paragraph and acknowledges that:

6.2.4.1 It must hold the Proceeds on trust for Supplier;

6.2.4.2 It must place the whole of the Proceeds in an account separate from its own moneys ('*the Proceeds Account*').

6.2.4.3 It must maintain the Proceeds Account separate from its own moneys at all times.

6.2.4.4 It must maintain proper records for the Proceeds Account.

6.2.4.5 It must not assign or encumber any book debts arising from sales made in circumstances set out in clauses 6.2.3.1 and 6.2.3.2 or do any other acts in derogation of the Seller's legal or beneficial interests.

6.2.4.6 It must account to Supplier on demand for all moneys standing to the credit of such account.

6.2.4.7 Supplier may appropriate payments as it thinks fit, notwithstanding any contrary appropriation by Customer.

6.2.4.8 For the purposes of identification of different consignments of goods and services purchased from Supplier and receipt of Proceeds, Customer agrees that the principle of "Last In, First Out" shall be applied to any items that cannot be distinguished.

6.2.4.9 Supplier may trace the *Proceeds* in equity.

6.2.5 On demand by Supplier Customer must assign to Supplier all book debts not exceeding the amount of the Debt at the date of demand.

6.2.6 Supplier may at any time, without notice to Customer and without prejudice to any other rights which it may have against Customer, terminate any contract connected with the goods and the bailments referred to in this paragraph 6, and enter upon any premises owned or occupied by Customer where Supplier reasonably believes the goods may be stored, repossess the goods without liability for any damage caused, and subsequently dispose of the goods at Supplier's discretion if:

6.2.6.1 The Debts are not paid in accordance with these Terms and Conditions and any other contract or arrangement between Supplier and Customer.

6.2.6.2 Supplier receives notice of or reasonably believes that:

6.2.6.2.1 A third person may attempt to levy execution against the goods;

6.2.6.2.2 Customer is insolvent (within the meaning of the *Corporations Law*) or bankrupt;

6.2.6.2.3 Customer has entered into any arrangement or composition with its creditors, gone into liquidation, or has appointed a receiver, a receiver and manager or administrator.

6.2.7 If after repossession under paragraph 6.2.6 Supplier sells the goods, Supplier shall account to Customer for any excess of the proceeds of sale (less expenses of repossession and sale) over the Debts.

6.2.8 If any goods belonging to Supplier are disposed of by Customer or an insurance claim is made in respect of them, Supplier shall be entitled to trace the sale, disposal or insurance proceeds, which proceeds shall be held by Customer in a separate bank account on trust for Supplier.

6.3 Customer agrees that a certificate purporting to be signed by an officer of Supplier identifying goods shall be conclusive evidence of Supplier's title thereto.

7. PERSONAL PROPERTY SECURITIES ACT 2009

7.1 Customer acknowledges that these Terms and Conditions constitute a security agreement for the purposes of section 20 of the *Personal Property Securities Act 2009* ("PPSA") and that a security interest exists in all goods (and their proceeds) previously supplied by Supplier to Customer (if any) and in all in future goods (and their proceeds).

7.2 Customer will execute documents and do such further acts as may be required by Supplier to register the security interest granted to Supplier under these Terms and Conditions under PPSA.

7.3 Until ownership of the goods passes, Customer waives its rights under the following provisions of Chapter 4 of the PPSA:

7.3.1 to receive a notice of intention of removal of an accession (section 95);

7.3.2 to receive a notice that Supplier decides to enforce its security interest in accordance with land law (section 118);

7.3.3 to receive notice on enforcement of security in liquid assets (section 120);

7.3.4 to receive a notice on enforcement action against liquid assets (section 121(4));

7.3.5 to receive a notice to seize collateral (section 123);

7.3.6 to receive notice on enforcement of security interests in liquid assets (section 125);

7.3.7 to receive a notice of disposal of goods by Supplier purchasing the goods (section 129);

7.3.8 to receive a notice to dispose of goods (section 130);

7.3.9 to receive a statement of account following disposal of goods (section 132(2));

7.3.10 to receive a statement of account if no disposal of goods for each 6 month period (section 132(4));

7.3.11 to receive notice of any proposal of Supplier to retain goods (section 135(2));

7.3.12 to object to any proposal of Supplier to either retain or dispose of goods (section 137(2));

7.3.13 to redeem the goods (section 142);

7.3.14 to reinstate the security agreement (section 143);

7.3.15 to receive a notice of any verification statement (see section 157(1) and section 157(3)).

7.4 Customer further agrees that where Supplier has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.

7.5 Until ownership of the goods passes, Customer must not give to Supplier a written demand or allow any other person to give Supplier a written demand requiring Supplier to register a financing change statement under the PPSA or enter into or allow any other person to enter into the register of personal property securities a financing change statement under the PPSA.

7.6 Customer acknowledges that it has received value as at the date of first delivery of the goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to Supplier under these Terms and Conditions.

7.7 Customer irrevocably grants to Supplier the right to enter upon Customer's property or premises, without notice, and without being in any way liable to Customer or to any third party, if Supplier has cause to exercise any of the Supplier's rights under section 123 and/or section 128 of the PPSA, and Customer shall indemnify Supplier from any claims made by any third party as a result of such exercise.

8. SUPPLIERS CANCELLATION

8.1 Supplier reserves the right immediately to cancel any contract for the supply of goods or services or suspend any such supply without incurring any liability to Customer in any of the following circumstances:

8.1.1 Customer is overdue with any payment or otherwise in breach of these terms and conditions;

8.1.2 Customer enters into bankruptcy, liquidation or a composition with its creditors, has a Receiver Manager or Administrator appointed over all or any part of its assets or becomes insolvent; or

8.1.3 Contractual performance is delayed or prevented due to any cause or circumstances.

8.2 Cancellation by Supplier under this clause shall be without prejudice to the Supplier's right to recover payment from Customer for goods and services previously supplied or in production.

9. PRODUCTS AND SERVICES AND LIABILITY OF SUPPLIER

9.1 Supplier disclaims any responsibility or liability relating to any goods:-

9.1.1 Made or performed to designs, drawings, specifications and/or procedures or with materials which are provided or approved in part or in full by or on behalf of Customer;

9.1.2 Utilised, stored, handled or maintained incorrectly or inappropriately.

9.2 Customer agrees to check all goods for compliance with all applicable industry standards and regulations or standards of regulatory bodies before use, and to use or apply the same in compliance with such standards or regulations and in accordance with Supplier's and all manufacturers recommendations and directions as well as with good commercial and industrial practice.

9.3 Due to variations in colour, grain, quality, strength, structure, graining, veining and texture of natural stones such as marble, granite and lime stone used in manufacture of the goods no warranty, condition or guarantee is given by Supplier that any goods shall correspond (in glaze, colour, texture, appearance, blend, strength, quality, grain, veining, structure or otherwise) with any sample, display or any previous goods sold or displayed or any other batch of similarly described goods, and Supplier shall not be liable for any such variations in goods so supplied.

9.4 Supplier shall not be liable for any claim, loss or expense on any basis, which may be sustained or incurred by any person by reason of any alleged variation between the goods delivered and the goods ordered.

9.5 No sale of goods between Supplier and Customer is to be taken as a sale by sample.

9.6 Customer shall check the goods prior to installation and satisfy itself as to the matching of colour, grain, quality, strength, structure and veining.

9.7 Customer warrants that any specifications, drawings, designs or other directions given to Supplier in relation to the supply of the goods are accurate in all respects and indemnifies Supplier in relation to all costs for manufacture and supply of the goods in accordance with any such specifications, drawings, designs or other directions and acknowledges that any such manufacture and supply of goods cannot be cancelled.

9.8 Supplier takes no responsibility for loss and damage caused due to incorrect fitting or installation of goods.

9.9 Customer acknowledges that ceramic tiles are not guaranteed against cracking, chipping, crazing or breaking and that Supplier shall not be liable to Customer for any loss or damage resulting if ceramic tiles crack, chip, craze or break.

9.10 Customer agrees that Supplier will not be liable for any delay in or supply or availability of any goods and that Supplier may allocate goods to customers at its unfettered discretion, for example, where demand exceeds supply.

9.11 Customer acknowledges that no warranty, condition, description or representation either expressed or implied exists in relation to the goods supplied by Supplier and that to the extent permitted by law all warranties, terms and conditions in relation to the sale, quality or fitness of the goods and of every other kind, whether implied by use, statute or otherwise are hereby excluded.

9.12 To the extent permitted by law, Customer acknowledges and agrees that Supplier shall not be liable for physical or financial injury, loss or damages, or for consequential loss or damage of any kind arising out of the supply and installation of the goods or arising out of Supplier's negligence or in any way whatsoever.

9.13 Where an engineered (i.e. reconstituted) stone (e.g. Caesar stone, Essa stone, Quantum) is supplied the relevant manufacturer's warranty will apply. A copy of the manufacturer's warranty can be supplied upon request.

9.14 Supplier shall not be under any liability, whether in contract, tort or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting form such defects or from any work done in connection therewith except to the extent that any statute applicable to these terms and conditions prevent the exclusion, restriction or modification of such terms and conditions.

9.15 Customer indemnifies Supplier against any liability to or action by a third party for infringement or alleged infringement of a patent, registered design, trademark or copyright in respect of goods manufactured to Customer's specification.

9.16 Customer indemnifies Supplier against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by Customer or its servants or agents.

10. RISK

The risk in the goods shall pass to Customer upon delivery and/or installation of the goods, to the customer or its agent or to a third party nominated by Customer.

11. FORCE MAJEURE

Supplier will not be in default or in breach of any contract with Customer as a result of Force Majeure. Force Majeure means any event or thing beyond the reasonable control of Supplier and includes any strike or lock-out.

12. PRIVACY

12.1 Customer hereby acknowledges that Supplier has informed the customer that the Supplier might disclose to a credit reporting agency personal information (as defined in the Privacy Act 1988 (the Act)) about Customer.

12.2 Customer hereby authorises and consents to the Supplier collecting, retaining, recording, using and disclosing personal information about Customer, in accordance with the Act, to persons and/or legal entities who are a Solicitor or any other professional consultant engaged by Supplier, a Debt Collector, Credit Reference Organisation and/or any other individual or organisation which maintains credit references and/or default listings.

12.3 Customer also authorises and consents to Supplier making enquiries with respect to Customer's credit worthiness; to exchanging information with other Credit Providers in respect to previous defaults of Customer and to notifying other Credit Providers of a default by Customer.

13. GENERAL PROVISIONS

13.1 **Safety -** Customer acknowledges that the cutting and working of stone can create dust. Where such cutting and working is to be performed on site, Supplier will take all reasonable precautions to minimise the creation of dust. It is the sole responsibility of Customer to cover and protect all furniture, equipment and appliances from the effect of dust and to ensure that all persons are sufficiently removed from the site of such works whilst the works are being carried out.

13.2 **Severability -** Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction**.**

13.3 **Governing Law and Jurisdiction -** These terms and conditions are governed by the law in force in the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State and any courts which may hear appeals from those courts in respect of any proceedings in connection with these terms and conditions.

13.4 **Errors**- All clerical errors are subject to corrections and shall not bind Supplier.

13.5 **Employees -** No employee of Supplier is authorised to bind Supplier unless Supplier has given Customer express written notice to that effect.

13.6 **Validity of Terms-** The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of the remaining provisions.

13.7 **Waiver -** Supplier's failure to enforce, at any time or any period of time, any term of any contract incorporating these terms and conditions shall not constitute waiver of such term and shall in no way affect its right to enforce it.