

WARRANTY CONDITIONS FOR SLABS IN NATURAL STONE

UNISTONE®. UNICERAMICA®

Brachot Ltd. indemnifies, subject to the following conditions, the legal owner, under normal use and maintenance, against defects of the products delivered by Brachot Ltd., for the period of 10 years.

"Product" means always the slab delivered by Brachot Ltd.. This is a half-finished product and does not refer to the finished end product.

A. CONDITIONS

1. According to the general conditions of sale of Brachot Ltd., the customer being a professional processor and/or installer, is required to make a detailed check of the slab BEFORE processing or installing. This check need to be done in daylight or artificial light with direct light, NOT with backlight or floodlight. The slab is inspected from 0,5 -1 m, with the naked eye, not with a magnifying glass.

Discrepancies need to be reported immediately. Also the end user is required to check the finished product before the installation, and to report any errors or defects immediately to his supplier.

2. To report a complaint as customer of Brachot Ltd. submit a complete file, including a copy of the purchase invoice, the proof of payment, the evidence that the invoiced slab corresponds with the slab for which the warranty is used, the evidence of the defect and a summary of the processes and treatments of the slab after the delivery by Brachot Ltd..

3. Brachot Ltd. can only be obliged to the replacement of the delivered slab. The cost to dismantle, repair or remanufacture the custom made parts is not covered by this warranty. Also extra costs, such as re-tiling, plumbing, installation of built in appliances and electrical works are not covered by this warranty. Consequential damage is not covered.

4. The return of slabs supplied by Brachot Ltd. is only possible for unprocessed slabs that are still in the same condition as at delivery, free of contaminants, dirt and discoloration by standing outside, damage or deformation by transportation or bad storage, or other.

5. The delivery of the replacement material will only be to the destination where Brachot Ltd. has delivered the original slab.

6. This warranty only covers the replacement of the slab with another slab of which the characteristics (colour, thickness, ...) are equal to those of the original purchased material, except when this material is no longer produced or available. In that case, the material will be replaced by a slab with the most similarities

B. EXCEPTIONS

1. Any damage caused directly or indirectly by any act, an activity or intervention from third party, such as damage caused by a wrong finishing or a wrong manufacturing of an end product, damage by inappropriate installation methods or other changes or treatments such as thermal shock or chemical treatments

The damage caused by misuse, such as direct contact with flames or hot pots, contact with bleaching products, contact with chemical products with a pH value higher than 11, extreme forces exerted on a work surface, scratches on a limestone because of use, ... are not covered by this warranty.

Damage caused by improper use of chemical products (see technical data sheets of the products,...) is not covered by the warranty.

2. Damage resulting from improper use, including but not limited to, the use of the product for purposes for which it is not intended, the use of the product in a manner that doesn't comply with the rules of the profession (for example insufficient support of the slabs, insufficient expansion space,...).

3. Damage resulting from exposing Unistone® to external weather conditions.

4. Damage resulting from naturel disasters, damage caused by a chemical or other reaction with, or effects from, other products or all other causes beyond the control of Brachot Ltd..

5. Are also excluded: differences between samples and pictures of Brachot Ltd. and the real bought products. The same applies for any other colour and other difference (veins, pleat figures, mineral concentrations, ...) that are the result from the used raw materials. Reference is made to the technical data sheets of the products.

6. In case of the repair- and/or treatment works starts before a written approval from Brachot Ltd. has been obtained, this warranty lapses.

Made at Deinze (Belgium) on the 1st of March 2021. These warranty conditions have only effect for the future and are only valid for the Brachot Ltd. selected customers.

GENERAL TERMS OF SALES

THESE CONDITIONS CONTAIN EXCLUSION AND LIMITATION OF LIABILITY CLAUSES AND YOU ARE REFERRED IN PARTICULAR (BUT NOT EXCLUSIVELY) TO THE PROVISIONS OF CLAUSES 1, 3, 5 AND 6. 1. CONDITIONS TO APPLY EXCLUSIVELY - ENTIRE AGREEMENT - VARIATIONS TO THE CONTRACT - CANCELLATION RIGHTS - SAMPLES

11. No contract shall come into force until we send to you our order acceptance form. Each order shall constitute a separate contract.
12. These conditions shall apply to all contracts for the sale of goods by us to you to the exclusion of all other terms and conditions. These conditions replace any other terms and conditions previously agreed or existing between us. Acceptance of delivery of the goods shall be conclusive evidence of your acceptance of these conditions and no action on your part, including but not limited to any physical acceptance by you of the goods on different terms, shall have effect to the contrary.
13. YOU EXPRESSLY AGREE THAT THESE CONDITIONS AND ANY SPECIFICATION(S) OR OTHER DOCUMENTS THAT ARE EXPRESSLY AGREED IN WRITING AS BEING PART OF THE CONTRACT SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN US. YOU EXPRESSLY AGREE THAT ORAL AGREEMENTS OR REPRESENTATIONS OF ANY KIND ON OUR PART ARE NOT PART OF THE CONTRACT UNLESS CONFIRMED IN WRITING BY AN AUTHORISED PERSON WITHIN OUR ORGANISATION. IN PARTICULAR, OUR SALESPERSONS ARE NOT AUTHORISED TO CONTRACT ON DIFFERENT TERMS THAN THOSE CONTAINED HEREIN OR TO MAKE REPRESENTATIONS REGARDING THE GOODS UNLESS CONFIRMED IN WRITING BY ONE OF OUR AUTHORISED PERSONS. IN THE FOREGOING SHALL HOWEVER AFFECT ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION.
14. Variations of the contract to be effective must be agreed in writing by one of our authorised representatives.
15. Cancellation - (i) Standard goods - You may cancel the order at any time provided that it is received in sufficient time to enable us using reasonable means to cancel the dispatch process. Where an order is cancelled in accordance with the foregoing then we will charge a cancellation charge of up to 20% of the order value. (ii) Non standard goods - Orders for non standard goods shall not be cancelled except with our express written agreement and upon such terms as we may, in our absolute discretion, agree.
16. Samples - Where we have supplied sample(s) to you so that you may examine the quality of the goods, the supply of such sample(s) shall not constitute a sale by sample. You acknowledge that sample(s) provided belong to us and shall remain our property unless otherwise agreed in writing.

2. PRICE AND PAYMENT

21. Unless otherwise agreed in writing all prices quoted are excluding delivery and VAT for payment in sterling for delivery to mainland United Kingdom. Delivery elsewhere is subject to you paying carriage, packing and all other costs, duties and levies to effect delivery to the agreed destination.
22. We reserve the right to increase the sale price prior to delivery without giving prior notice by not more than 5%. Price increases beyond 5% shall be subject to our obtaining your agreement.
23. Written quotations are open for acceptance for 10 working days unless otherwise extended in writing and shall automatically lapse unless we otherwise agree in writing. Prices quoted in our sales literature, on our website or elsewhere are subject to change. Plans, sketches, photographs, models and drawings remain our property and shall not be copied or disclosed to any third party and will be returned upon demand.
24. Payment is due upon delivery of the invoice. Time for payment shall be of the essence. In all cases payment on the due date shall be a condition precedent to further performance by us and, without prejudice to any other rights, we may suspend our performance under the contract or any other contract we have with you until payment has been made. If we are informed of any pending legal actions or insolvency process against you we may suspend the contract at any time. If any contracts have not been completed in the event of suspension, we may charge damages of 35% of the price of the incomplete contract, exclusive of VAT. If so required by us at the time of your order, we shall not send you an acceptance form or deliver the goods until you have put us in cleared funds to the sum of 10% of the purchase price.
25. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 1.25% per month and shall accrue at such a rate after as well as before any judgement. We reserve the right to claim under The Late Payment of Commercial Debts (Interest) Act 1998.
26. You shall reimburse us in respect of any additional costs and expenses incurred as result of any delay in the performance of your obligations including but not limited to failure to take delivery or supply any necessary information.
27. All payments due to us shall be made in full without any form of set-off or other deduction unless the set-off or deduction is the subject of a court judgement in your favour.
28. When orders are carried out without prior written agreement in respect of the price, our current price list prevailing at the date of delivery shall apply.
29. All complaints regarding our invoices should be raised in writing to us at our address given on the order confirmation by registered post within eight days of the invoice date.
210. Where agreement has been reached for payment of the invoice(s) by instalments, failure to make payment of any instalment on the due date will leave the full balance due for immediate payment together with interest and recovery costs.
211. Part payment of an invoiced amount represents acceptance of the invoice. Payments on account are accepted without prejudice and are allocated in order of priority to the costs of recovery, interest due and finally to the unpaid invoice.
212. Failure to pay any invoice causes all other unpaid invoices to fall due for immediate payment.

3. DELIVERY AND RISK

31. Unless otherwise agreed in writing delivery shall be to mainland UK destination (domestic orders) and ex-works for export orders. All actions carried out by us to effect delivery elsewhere shall be done as your agent and at your cost. You shall be liable for payment of all export or import duties, charges or levies. You agree to promptly provide any information or assistance necessary to enable us to arrange carriage and any import or export documentation. The customer is responsible for keep the access roads to the delivery address accessible, in good condition and for off-loading costs. Demurrage due to the inaccessibility of the delivery address or delay in off-loading is at the expense of the customer.
32. Risk in the goods passes to the customer upon formation of the contract and where the contract relates to the supply of generic goods, as soon as they are individualised. The customer shall always bear all risk to the transport of goods and materials, even where we agree to guarantee the transport.
33. Costs of carriage and any insurance which you reasonably require in writing to incur shall be reimbursed by you without any set-off or other withholding and shall be due on the date for payment of the price. As between us any carrier/freight forwarder employed by us to deliver or collect goods will be regarded as acting as your agent.
34. Section 32(3) of the Sale of Goods Act 1979 shall not apply.
35. Time for delivery is given as accurately as possible but is not guaranteed and TIME OF DELIVERY IS NOT OF THE ESSENCE. You shall have no right to damages or to cancel the contract for failure for any reason to meet any delivery time and, if a stated time has passed (or if none then if a reasonable time has passed) then following written notification by you of a request to deliver and we have not been able to deliver within 10 days of your request then your sole right shall be to cancel the contract and reclaim any deposit or part payment made. Alterations to the order automatically make delivery times subject to change.
36. We may deliver in instalments of any size and in any order and shall be entitled to invoice accordingly. Failure of delivery of an instalment whether in terms of delivery, or quantity or quality or performance shall not enable you to terminate the whole contract or refuse further deliveries unless we fail to remedy the same within a reasonable time.
37. If a strict final delivery date has been agreed by an authorised person, any liability for damages arising from failure to complete delivery by the time specified is limited to 1 % of the contract sum per full week of delay, subject to a maximum of 5% of the contract sum.
38. Any complaints concerning delivery are to be made in writing by registered post to our address as stated on the order confirmation form within three days of the date of delivery or in the event of non-delivery, three days from the date of the last attempted delivery.

4. TITLE

41. Title to the goods shall only pass to you when we have received cleared payment of all sums (including any default interest) owing by you to us under the contract and under all other contracts between us and you including any sums owing by you under contracts made after the contract whether or not the same are immediately payable.
42. We may recover the goods in respect of which title has not passed to you at any time and you hereby licence us and our agents to enter upon your premises for the purpose either of satisfying ourselves that conditions 4.3 and 4.4 below are being complied with by you or of recovering any goods in respect of which title has not passed to you.
43. Subject to 4.4, below until title to the goods has passed to you, you shall possess the goods as our fiduciary agent and bailee. You shall store the goods separately from other goods, shall ensure that they are clearly identifiable as belonging to us and insure them for their reinstatement value.
44. Until title passes you may process and/or dispose of the goods in the ordinary course of business. These rights shall cease upon the first occurrence of any of the events described in clause 7.
45. The rights in this clause are severable to the fullest extent possible. Furthermore we may exercise such rights against any of the goods as remain (notwithstanding intermediate processing) identifiable and/or severable and available.
46. We may maintain an action for the price of the goods notwithstanding that title has not passed to you.

5. OUR LIABILITY

ALL DESCRIPTIONS OF THE GOODS IN BROCHURES, SALES MATERIALS AND THE LIKE ARE MERELY INDICATIVE OF THE NATURE OF THE GOODS AND DO NOT FORM PART OF THE CONTRACT. WE RESERVE THE RIGHT TO ALTER THE APPEARANCE OR FUNCTIONALITY OF THE GOODS OR THEIR MATERIALS AND COMPONENTS PROVIDED ALWAYS THEY DO NOT DIFFER FROM ANY EXPRESSLY

AGREED SPECIFICATION. ANY ADVICE OR SUGGESTIONS MADE BY US OR ON OUR BEHALF WHETHER IN BROCHURES, TECHNICAL LITERATURE OR IN RESPONSE TO A SPECIFIC QUERY AS TO THE USABILITY OR SUITABILITY OF THE GOODS FOR A SPECIFIC PURPOSE IS GIVEN IN GOOD FAITH ON A GOODWILL BASIS ONLY AND ON THE BASIS OF ANY INFORMATION SUPPLIED BY YOU. HOWEVER, IT REMAINS YOUR ULTIMATE RESPONSIBILITY TO ENSURE (BY TRIAL USE OR PROCESSING IF NECESSARY) THAT THE GOODS WILL BE SUITABLE IN ALL RESPECTS.

52. Nothing in these conditions shall limit or exclude liability (a) for death or injury caused by negligence (b) under the Consumer Protection Act 1987 to the extent that it is not lawful to exclude (c) arising out of any act involving fraud.
53. We will not be responsible for physical loss or damage beyond the limit of our relevant insurance cover details of which can be supplied on request.
54. Subject to 5.2, 5.3 or as elsewhere expressly provided for in these conditions our liability for defaults arising under or in connection with the contract will not in any event exceed in the aggregate a sum which consists of:
 541. the return of any monies paid in respect of the relevant goods plus
 542. a sum which is the greater of the price of the relevant goods or £(?) and you agree to carry appropriate insurance to cover the risks for which we do not accept liability.
55. No liability for damages shall accrue in circumstances where a default is remediable until such time as you have given us 30 days written notice to remedy and we have failed to do so.
56. You acknowledge that our prices would inevitably be greater if our liability were not to be limited as above. Our exclusions and limitations of liability relate to any liability whether in contract, tort (including negligence), strict liability or other form of legal liability. For the avoidance of doubt, heads of damage recoverable include losses in the nature of direct losses generally understood under English law save that loss of profits, loss of revenue or loss of production are excluded. Losses in the nature of consequential losses as understood under English law including, but not limited to, third party claims are excluded. We shall not be deemed to have knowledge of any special circumstances that would create or increase our liability even in circumstances where you inform us of such circumstances.

6. WARRANTY FROM DEFECTIVE GOODS

61. Sections 13 to 15 of the Sale of Goods Act 1979 do not apply and apart from section 12 of the Sale of Goods Act 1979, no other terms shall be implied whether by statute or common law. Our liability for any goods being defective due solely to not being in accordance with any specification, poor workmanship or faulty materials or faulty packaging is strictly limited to the rights contained in this clause. Our sole liability in respect of defective goods supplied by us shall, at our option, be limited to crediting you with the purchase price of the relevant goods or making good any defect by replacement or repair.
62. For the purpose of this clause 6, goods will only be regarded as being defective if they are proved to be so to our reasonable satisfaction (the goods having been returned to us at your expense for inspection if so requested by us (such expense to be reimbursed by us if the goods are defective)) and in any event the defect appears and has been notified to us within the period of 1 month following delivery of the goods to you in cases where the defect would have been apparent upon reasonable inspection at the time of delivery (whether or not such inspection takes place) or 3 months in all other cases and if the defect is solely attributable to failure of specification prepared or supplied by us, poor workmanship, faulty materials or faulty packaging and not for any other reason such as any misuse of the goods, use in abnormal situations, alteration or modification or failure due to an inherent defect in a specification supplied by you, or to fair wear and tear. In the event that the goods are not defective then you shall reimburse our reasonable costs of inspection and of returning them to you.
63. All natural stone, marble and granite are sold with the deficiencies inherent to the material. Each sample is only an approximation of the actual colour, appearance and external structure. Deviations or patterns typical for the material (colour shades, pores, veins etc.) are normal and no liability is accepted. A variance of 2 mm on the thickness of the sheets and 3% on all other sizes is likewise allowed.

7. INSOLVENCY ETC

71. If you become bankrupt or, under any statutory provisions applicable to you, you are deemed to be unable to pay your debts or if you compound with your creditors or a resolution is passed or proceedings commenced for your liquidation (other than for a voluntary, bona fide solvent winding up for the purpose of re construction or amalgamation) or if a receiver, administrative receiver or manager is appointed of all or any part of your assets or undertaking or an order is made for the appointment of an administrator to manage your affairs, business and property or documents are filed with a court of competent jurisdiction for the appointment of an administrator or notice of intention to appoint an administrator is given by you or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or if any of your goods or assets are subject to execution or if you are or become in arrears with any of your payments to us, or if you charge the goods in favour of a third party, we shall be entitled at our option to either (i) suspend performance pending our being satisfied that you will be able to comply with your obligations and if not so satisfied cancel the contract or (ii) to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to us.

8. FORCE MAJEURE

81. Neither of us shall be liable for any delay, default or hindrance in the performance of its obligations due to an event beyond its reasonable control including but not limited to Act of God, war, strike, lockout, transport delays, shortages of materials, breakdown of machinery, industrial action, fire, flood, drought, storm or inclement weather, natural disaster, terrorism or government action ("Force Majeure"). Any periods for performance shall be appropriately extended. Where we cannot meet customer orders due to Force Majeure then in our absolute discretion we may supply our customers in such proportions as we see fit and fair.
82. In the event that Force Majeure shall continue for a period in excess of 30 days and is such as to prevent substantial performance then either party can terminate the contract. Our only liability in such event is to refund any monies (pro-rata) received for any goods that we are unable to deliver. Your only liability is to pay (pro-rata) for any goods that have been delivered or capable of delivery.

9. ASSIGNMENT

91. Your rights under these conditions are intended solely for your benefit and are not assignable.
92. The contract is not assignable by either of us to any third party without the express written consent of the other.

10. WAIVER

101. No inaction on the part of either of us shall constitute any waiver of any past breach or be construed as a variation of the contract or waiver of present or future obligations.

11. GENERAL AND INTERPRETATION

111. Headings in these conditions are for convenience only and do not affect the interpretation of any particular provisions.
112. Periods of days refers to days Monday to Friday excluding public or bank holidays in England and Wales.
113. The Contracts (Rights of Third Parties) Act 1999 shall not apply for the benefit of any third party provided that the terms hereof shall equally apply to any company which is our ultimate holding or subsidiary company or subsidiary of our ultimate holding company who may be involved in the provision of the goods.
114. Statutory references include any regulations thereunder. All express or implied references to statutes or regulations include any re-enactments thereof.
115. If any provision is held to be void or illegal then the remainder shall continue in force to the fullest extent possible.
116. References to laws, remedies, legal status or other legal concepts shall, if you are an overseas customer, be deemed to include the nearest equivalent applicable to you.
117. Unless otherwise stated, a right or remedy described in these conditions is in addition to, and does not prejudice or affect, any other terms, rights or remedy implied by or available under these conditions or by statute or at law.

12. LAW AND JURISDICTION

121. The contract shall be governed and interpreted exclusively according to the law of England and shall be subject to the exclusive jurisdiction of the English courts save that we shall be entitled to initiate an action in any applicable court.

13. SPECIAL CONDITIONS OF SALE FOR MARBLE & NATURAL STONE - general

131. Marble and Natural Stone - general: Marble, natural stone and limestone may appear to have fine and sometimes broader veins, which non-professionals consider to be filled lines of fracture. This is a completely natural phenomenon; the stone is one solid mass with the vein and is not more or less breakable than the same stone without the veins. Such veins do not therefore constitute a fault or deficiency of the stone.
132. Jura Marble: The natural characteristics of Jura marble require a treatment of the stone consisting of several stages; the improving of natural deficiencies such as pores, cavities and small quartz-holes by filling them with polyester resins and the like. This procedure is necessary to ensure a perfect production quality; it does not entail a depreciation of the quality of the marble in any way.
133. Crema Marfil, Botticino, Rojo Alicante, Nero Marquina, etc.: In certain types of marble, it is customary to glue loose pieces together during the production and possibly provide an adhesive for the back. This technique is not only inevitable, but in fact a necessity to deliver a sound product.
134. Material and Colour Samples: Each sample is only approximating actual colour and external finish and structure. Deviations or patterns typical for the material (colour shades, pores, veins, etc.) are allowed. It is impossible to give representative samples of the Rosé Aurore "Estremoz" marble variety and the customer has to approve the materials in our warehouses. If this has not taken place, no liability for any deviation from the customer's order may be accepted.