Freo Stone Terms and Conditions of Sale

Payment

1. Payment must be made and received in full prior to production or packing of the product.

Delivery

2. Delivery dates are estimates only. Freo Stone is not liable for any loss or damage where delivery is not made on the estimated delivery date.
3. The delivery records of Freo Stone are prima facie proof of delivery of the product in good order and in the quantity and of the description ordered.
4. All deliveries are to the edge of the road at the address specified for delivery. Product may be left on any convenient area at the customer's sole risk.

Pallets

5. For orders being despatched on pallets, there may be a deposit per pallet. Where a deposit is paid this amount is refundable provided the pallets are returned in reasonable condition to our Bibra Lake yard or Greenwood yard. Pallets on which a deposit is paid remain the property of Freo Stone at all times and failure to return the pallets may result in charges.

Retention of title and risk

6. Property and title of the product does not pass from Freo Stone to the customer until the product has been paid for in full.
7. The customer irrevocably authorises Freo Stone at any time to enter onto the premises of that the customer has possession of, or is entitled to grant access to, for the purposes of reclaiming possession of the product where that product has not been paid for in accordance with the terms of this agreement. The customer indemnifies Freo Stone for all costs of reclaiming the product, including the cost of making good any damage to third party property.
8. The product passes to the customer upon delivery of the product or any part of it to the address nominated by the customer, regardless of when title to the product passes to the customer.

Quality of product

9. Freo Stone will not accept any claim in respect of the product unless the customer notifies it in writing of its concerns within 24 hours after delivery and prior to removing from packaging.
10. Efflorescence – Freo Stone does not accept liability for efflorescence in any of its products.
11. Product size variation – The stated product sizes are nominal sizes only. Size variation may occur from time to time as a result of the manufacturing process or the cutting of natural stone. Freo Stone does not accept any liability for any variation in product size or thickness.
12. Colour variation – Whilst every effort is made to supply consistent with samples, some colour variations may occur naturally in the production of masonry units and natural cut stone. Samples and displayed products indicate general quality and colour only.

No Warranty

13. Freo Stone provides no warranty and accepts no liability whatsoever in respect of the conditions, merchantability or fitness for purpose of any product.
14. Limitation of liability
    (a) Subject to any rights which cannot be excluded by law (Non Excludable Rights), all warranties, conditions, liabilities or representations (whether express, implied, statutory or otherwise) as to the quality or fitness of the product or as to the accuracy of information, advice or other services concerning the product, are expressly excluded.
    (b) The Liability of Freo Stone for a breach of this document or for non-excludable rights or for any written warranty provided to the customer is limited, at the option of Freo Stone, to one or more of the following:
        (i) Replacing the product or supplying equivalent goods; or
        (ii) Paying the cost of replacing the product or of acquiring equivalent goods.
    (c) Freo Stone is not liable to the customer for any loss or damage (including consequential loss or damage) the customer incurs even if due to the negligence of Freo Stone.
    (d) The customer indemnifies Freo Stone for all liabilities, losses, damages, costs or expenses suffered or incurred by Freo Stone as a result of any of the following:
        (i) Compliance with the customer's instructions regarding the product.
        (ii) The customer's failure to:
            (A) Provide or display safety information on or relating to the product;
            (B) Comply with laws relating to the use, sale, marketing, labelling, or making of product; or
            (C) Detect and bring to the attention of Freo Stone matters for which Freo Stone may become liable, whether for negligence, under legislation or otherwise;
        (iii) Any statement the customer makes about the product without the written approval of Freo Stone.
        (iv) The use of the product by the customer or a third party;
        (v) The customer's negligence or breach of this document.

Order Cancelation

15. Any request to cancel an order must be made (and approved by Freo Stone) in writing.
16. If the cancelation of any order is approved, the customer agrees that it will pay Freo Stone 20% of the contract price of the product.

Estimate

17. Any plan take-off or quantity estimate that Freo Stone provides will be undertaken on the basis that it is an estimate only. Freo Stone accepts no liability for any damages or costs whatsoever which may be incurred by the customer resulting from any error or inaccuracy in Freo Stone's estimate.

Contractors

18. Freo Stone accepts no responsibility and makes no representation or warranty with regard to the workmanship of any contractors.

Freight

19. The Customer is liable for freight costs.

GST

20. The Customer is liable for Goods and Services Tax which is included in the quoted price.

Entire agreement

21. These terms and conditions represent the entire agreement between Freo Stone and the customer. The customer agrees that it has not relied upon any representation, either written or oral, made at any time by Freo Stone unless express reference to such representation is included in writing in the quotation or this agreement.