

Koliqi Marble Ltd Full Terms and Conditions



Koliqi Marble Limited – Terms and Conditions

“The Company”, “We”, “Us”, “Our”, “KML” means Koliqi Marble Limited. “The Customer”, “You” means you, whether you are a private individual, corporate entity or any other entity.

These **terms and conditions** apply to all quotations made by Koliqi Marble Limited and apply to any contract, oral or written. For the supply of work and materials entered into by Koliqi Marble Limited unless agreed otherwise in writing between the parties prior to such contract. We want you to know that you will always get a fair deal from us and to understand exactly to what you are agreeing under these terms and conditions. To protect your interests please read all the terms and conditions below proceeding with any orders or agreeing to any contracts, **as by proceeding with any order or contract with Koliqi Marble Limited you agree that you are bound by these terms and conditions**. If you are uncertain about your rights, please write or telephone us and ask for explanation. These terms and conditions do not affect your statutory rights.

General

1. These terms and conditions are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts. If any part of these terms is unenforceable, it shall be deemed to be deleted from this agreement and the remaining provisions shall still apply.
2. These terms and conditions are subject to change without notification but will remain such and valid for any contract once a deposit has been paid.
3. If these terms and conditions are in variance with or inconsistent with any terms and condition contained in the purchaser’s order, then these terms and conditions shall prevail and be effective.

Price and Payment Terms

4. You will pay a 50% deposit upon placing any order with us unless we agree otherwise in writing. This deposit will be returned immediately if your order is not accepted. By the placing of an order with us you accept these terms and conditions. Any deposit paid will be refundable in the event of cancellation for whatever reason, however you will be liable for any costs arising from your cancellation including handling costs and administration fees which you agree we will be able to deduct from the deposit monies we return to you unless such cancellation is in accordance with these Terms and Conditions or your statutory rights.
5. The payment of the balance of the price will become due prior to completion of all works specified in the order or collection or delivery of any goods. We reserve Our right to charge an annual interest of 4% above the Barclays Bank pic base rate on all unpaid sums after 28 days from which they become’ due. Failure to pay within the specified period will invalidate any guarantee.
6. All prices are based on ground and first floor installations. All quotations will be subject to a site survey. Any other installations where lifts are not a suitable option a surcharge per floor thereafter maybe made. It is your responsibility to inform us of such locations when placing an order to enable a correct pricing and deployment of suitable manpower. If you fail to do so, you will be obliged to pay us a reasonable surcharge and any other costs associated with the delay and organising of suitable manpower in addition to the quotation price.
7. Any work that falls outside the boundaries of the M25 may be charged a further 10%. This accounts for the usual extra time, various expenses and charges associated with such locations.
8. You are obliged to pay the purchase price in full as stated in these terms and conditions without any deduction, set-off or abatement on any ground.
9. You are obliged to pay for any goods, supplies and services, which are not included in the quotation but have nevertheless been supplied by us with your consent, written or oral.

10. The ownership of all goods supplied to you pursuant to our quotation or otherwise shall remain with us until payment in full has been received in cleared funds for such goods and or any other goods delivered by us to you pursuant to any other quotation, order or contract. Additionally, the materials supplied by us will not be deemed ‘fixtures or fittings’ until paid for in full. If you resell any goods supplied pursuant to their quotation by way of a bona fide sale at full value otherwise the proceeds of such sale be held by yourself as trustee for and to the account of us until such time as we shall have received payment in full for all goods supplied.

11. We reserve the right to dispose of all goods the ownership of which is reserved to us if not paid for in accordance with these terms and conditions and if such payment is overdue in whole or part for more than 28 days we may by our servants or agents without prejudice to any of our other rights recover any goods supplied to you and for that purpose may lawfully enter the premises of the customer or any place to which the goods have been delivered or consigned.

12. If you are a UK resident, all prices are subject to the addition of VAT.

Cancellation

13. Koliqi Marble Limited reserves the right to cancel the contract at any stage if we feel that we are unable to provide you with adequate service. Should such a cancellation occur we will return your deposit less any costs we have incurred. Our decision will be final. We will not be liable to you for any costs whatsoever save for damages for death or personal injury.

14. A submission of any quotation by us is not a guarantee that we can or will accept any orders. Any order will be considered at our absolute discretion upon receipt and is subject to the availability of the goods ordered. You will be informed orally whether your order has been accepted and the date of our attendance, usually within 7 working days of the placing of your order. Should you require confirmation in writing that your order has been accepted and the date of our attendance please advise us accordingly. All quotations will be subject to a site survey and quotations can change if a site survey reveals that more work is needed. You may cancel your order and receive a full refund of your deposit paid on placing the order within 7 working days from our communicating to your acceptance of your order subject to:

a) You cannot cancel once aware we are undertaking work/purchases on your order and/or

b) You can only cancel up to the date preceding the date of our attendance

c) No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God including fire, flood, earthquake, storm, hurricane (or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalism, government sanction blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity.

Performance of the Agreement

15. We will ensure that the design of your installation complies with safe building practice and confirm that our quotation is made strictly on this basis. If any further work is necessary before the installation to comply with safe building practice you agree that such works are your responsibility and we accept no responsibility whatsoever for any delays resulting from such required works. Subject to the above we will make our best efforts to complete the agreement within a reasonable time but accept no responsibility whatsoever for delays beyond our control and you agree to indemnify us from any claim whether civil or otherwise for any losses resulting from any delay.

16. During the installation, it may be necessary to rake small sections of surface plaster from the walls. This is due to the logistics of fitting such large and heavy sections of stone into confined spaces. We may also on rare occasions lightly scuff plasterwork during installations. This is inevitable and unavoidable. Upon completion you may need the services of a decorator to make good any light damage.

17. Unless agreed with us in writing you will permit us during normal working hours to conduct our services. You will cover and protect from dirt and dust all fixtures and fittings which we do not require to be removed for the installation. You will provide within 10 metres of the installation standard electricity and water supply.

18. After confirming acceptance of your order we will arrange to attend to carry out templating. We recommend that you are present during the templating stage. Where joints are required consideration will be given to all compromises and they will be placed in the most practical, discreet and aesthetically pleasing positions. This will be discussed and agreed with you at the templating stage. Unless you are present to answer questions and agree any compromises, we will make the decisions on our discretion and best endeavours. In such case, we will not be responsible for any damages arising thereof, save for death or personal injury.

19. Any changes made to the specification/template after the templater has left site will become the customer’s responsibility.

20. You are responsible for ensuring that all the units upon which our products are to be placed are level and securely tied into the wall. We will only be able to make minor adjustments if and when necessary.

21. You will provide where necessary designated parking (including parking permits) within easy reach of where the work/deliveries are to be carried out. Also unrestricted and unconditional access will be provided at all times.

22. You remain responsible for all plumbing works, electrical works and making good which should be carried out by the appropriate trade. We will assist where we can, but due to insurance limitations cannot accept any responsibility for any such works.

23. It is strongly recommended that you personally attend our factory after templating stage and approve the slabs which are to be used for your order. It is impossible to give exact representative samples of stone. If you do not attend and approve the material, we reserve the right to use any material which reasonably complies with your order and you waive any rights thereof. All natural materials supplied are subject to their natural markings, veining's, variations in colour, cracks and veers. These will be supplied cramped, stopped and re-enforced where necessary and no claim on this account can be made by you except for death or personal injury.

24. Unless otherwise specified, the fabrication of all worktops will be carried out usually within 10 working days from templating subject to clause 18. However, we will not be held liable for any delays which are beyond our control.

25. Within 7 days of the completion of the work under this agreement or within such time as is reasonable we will provide you with a guarantee in accordance with Stone Federation guidelines. If certain products require maintenance, we will provide you with instructions but have no liability to you whatsoever should maintenance not be undertaken in accordance with these instructions.

Disputes

26. Any dissatisfaction, problems or complains with the stone must be made and received by us in writing within 5 working days from the completion of the work. After this period, we will only be liable to you for faulty workmanship.

27. If we instruct solicitors to pursue you as a result of your breach or default of any of these terms and conditions you hereby agree to indemnify us in respect of all damages, losses, costs, or any other expenses incurred by us in consequence of such default, to include legal costs (including solicitors or barristers' costs and disbursements) incurred in such action(s) as may be required against you to enforce the terms of this Agreement.

Special Conditions of Manufacture/Sale

By proceeding with any order or contract with Koliqi Marble Limited you agree that you have read and understand that;

28. Marble and granite appear to have fine and sometimes broader veins, which non-professionals may consider to be filled lines of fracture, yet it is a completely natural phenomenon. The stone is one solid mass with the vein and is no more or less breakable than the same stone without the veins. It is impossible to pose that this concerns a fault or deficiency of the stone.

29. Crema Marfil, Botticino, Rojo Alicante, Nero Marquina.... in some types of marbles and granites, it is customary to glue loose pieces together during the production and provide an adhesive for the back. This technique is not only inevitable but in fact a necessity to deliver a sound product.

30. The natural characteristics of some marbles and granites 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 stone in any way.

31. Any descriptions of material offered are for the purposes of guidance only, and do not imply suitability for any particular purpose nor shall any description be construed in any way to be binding on Koliqi Marble Limited.

32. All of our stonework will be carried out in accordance to the guidelines as set out by the "Stone Federation GB" We will not accept any responsibility whatsoever for works carried out by any other party.

33. A large cut out weakens the stone. We will advise you on the risk involved in a particular stone. Should you decide to proceed contrary to our professional advice you will be liable for the cost of any destruction and replacements of the stone and agree to compensate us for such costs. Should a run break across a cut out (i.e. a hob) we may have to re-cut that section if a reasonable repair cannot be made. In such circumstances we will reserve the right to add a joint across the cut-out should the working characteristics of the particular stone demand it or should the same for whatever reason require it. We will only attempt a single section once. After this attempt, the liability will become yours.

34. We will endeavour to use as few joints as possible, however should a section break as a result and require replacing or the slab being too short it may be necessary to cut an additional joint to overcome a problem or remove any risk of further breakage. The client will be notified of this and it shall be deemed acceptable unless the client is prepared to accept liability should further breakage/problems occur.

35. All work is sealed to help protect the stone from any liquid damaging the surface. This is carried out in the workshop and in some cases, on site for a second time. All Our quotes will provide for a minimal and static charge.

This is not a guarantee against stains. Marble and granite are naturally occurring materials and subject to variations in colour and veining.

36. The thickness of materials is nominal and can vary slightly. We endeavour to keep this variation to within +/- 3mm. The worktops are shimmed up with laminate packing, adjusting the thickness to suit the installation. This may also appear as a slight bow in the upper surface of the stone, which may cause a slight unevenness across the joints.

37. Granite is sometimes susceptible to "blowing out". This occurs when contact is made whilst cutting or grinding. This happens more often in large particle granites. Provided the structural integrity of the stone is not affected we will fill and seal the affected areas with epoxy resin (colour may vary for which we will not be held liable) to ensure the stone is not left with any sharp edges or "chips". Small chips at the joint edges are common in some types of granite because of the relatively large crystal size. Selecting a stone that is less prone to damage can reduce the likelihood of chipping. This clause has been requested by SFGB members and reflects the reality. If the customer stipulates limitations or no chipping, then the use of stone can be considered inappropriate.

38. Granite can incorporate natural flaws, pockmarks, veining and irregularities therefore can never be guaranteed to remain consistent throughout the whole installation. Some granites and marbles such as Baltic Brown and sometimes lighter colours are resin treated at source to fill natural flaws and pockmarks. Once installed, some worktops may vary in colour. This may be due to the reflectors in the granite moving in different planes i.e. L shaped worktops in materials such as Blue and Emerald Pearl. Until the installation is complete it is impossible to determine the relative positions of the reflectors. No claim can be made on this account.

39. Breakages can and do occur in the manufacturing process, should this be the case delays will often result. We will endeavour to finish the fabrication of the worktops within a reasonable time although indicated timescales may often have to be revised in light of such breakages.

40. Sometimes "Jinny" marks are left in the surface of the slab, these occur as a result of the polishing process and cannot always be avoided. They are very small circular scratching's left behind by the polishing heads and are sometimes unavoidable during polishing. By contracting with us you accept that such marks may appear and agree to accept the slab in full consideration of this agreement.

41. Where samples have been submitted, exact resemblance of the product supplied cannot be guaranteed unless the customer proves the stone.

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