

TERRAZZO TILES  
ANTIQUÉ TILE RANGE

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# THIS BOOKLET

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This booklet is designed to help you select your perfect pattern, together with all the information you need to install and maintain these beautiful handmade tiles.



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# HISTORY & PROCESS

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## THE ANTIQUE TILE RANGE

With over 20 stock and 100 bespoke designs, our Antique Tile Range offers an unrivalled selection of handmade Encaustic Cement Tiles, conveniently displayed in our Belsize Park Showroom.

Each cement tile is individually handmade in Morocco using traditional processes. The surface of the tile is composed of white marble powder mixed with white cement and high quality pigments. The pigment 'paste' is then poured into a steel mould using a small funnel.

This layer is sprinkled with a dry cement and sand mix that absorbs its humidity before being spread-over with the 'structure layer', composed of grey cement, sand and gravel. The filled mould is then hydraulically pressed.

The single piece is carefully removed from the mould and placed on a rack to dry. It is then placed in a water bath for several hours and allowed to set. Finally, it is sprayed regularly until it has set completely. The tile achieves its peak hardness about three weeks later.

*"With over 20 stock and 100 bespoke designs, our Antique Tile Range offers an unrivalled selection of handmade Encaustic Cement Tiles, conveniently displayed in our Belsize Park Showroom."*



## HISTORY OF THE ENCAUSTIC/CEMENT TILE

Encaustic tiles have enjoyed two periods of great popularity. The first came in the 13th century and lasted until Henry VIII's reformation in the 16th century.

The second came when the tiles caught the attention of craftsmen during the Gothic Revival era who mass-produced these tiles, making them available to the general public.

The modern day Cement Tile appeared in the late 19th Century South of France following the discovery of Portland Cement and the development of hydraulic presses.

Around the turn of the 20th Century, these tiles became very popular in the United States and were used in thousands of landmark public buildings and palaces and their popularity quickly spread to Latin America and back to Europe.

# PATTERNS & COLOURS

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## STOCK DESIGNS

Each element of the pattern can be produced in different colours selected from our colour palette, creating endless design possibilities. To help with your decision, we've put together the following group of 'stock' models. Our full range of patterns can be seen on the website.

*\*Stock items have a lead time of 5-10 working days. Minimum order quantity - 2m2.*



ALGIERS



AMBROSIA



APOLLONIA



CONCENTRIC BLACK



FLORAL BLACK



FLORAL LILAC



GEOMETRIC BLACK



GEOMETRIC MIDNIGHT BLUE



GRANADA



HAVANA



HAVANA CELESTE BLUE



IGUAZU



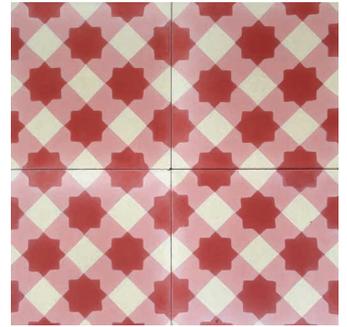
LYON



MACEDONIA



MARRAKESH GREY



MARRAKESH RED



MISIONES



MONTPELIER



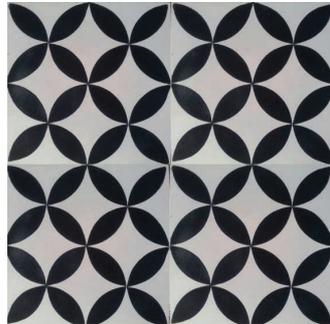
NADIA AUBERGINE



NADIA BLUE



PAISLEY



PETALS BLACK



PETALS BLUE



PETALS BLUE GREEN



PETALS RED



SALAMANCA



SNOWFLAKE



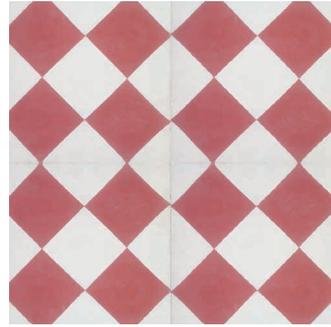
TRINIDAD



VENICE



VICTORIAN CLASSIC



VICTORIAN CLASSIC RED



VICTORIAN TWIST



HEXAGONAL GEOMETRIC



HEXAGONAL MARCO



HEXAGONAL TRIANGLES

## STOCK COLORS

Of the 49 available pigments, we stock 12 colours.

\*See page 11 for a full range of colours.



## BESPOKE DESIGN

The following is a small selection of our commissioned bespoke designs. Because we can modify the colours in any pattern, we offer the opportunity to create a truly unique tile. If you are unable to find the perfect pattern in our catalogue, we can also create new moulds for almost any design.

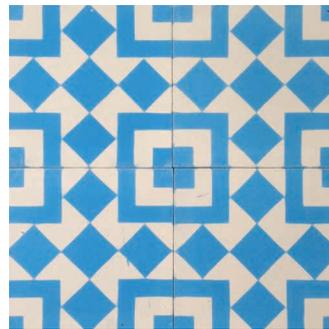
*\*Bespoke items have a lead time of 6-8 weeks. Minimum order quantity - 4m<sup>2</sup>.*



ALICIA



ALICIA B&W



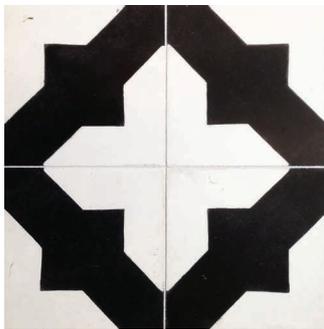
BALBOA



BALBOA MARINE



BOSQUE



CORONA



CHEVRON WHITE GREY



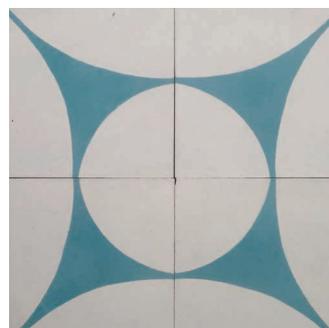
CHEVRON GREEN



ESTRELLA



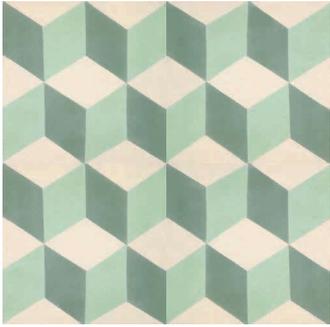
FES



FLECHA



GEOMETRIC BLUE



GEOMETRIC GREEN



HAVANA GREY



ISABELA



LYON B



MADRID



MADRID B&W REVERSE



MARINA



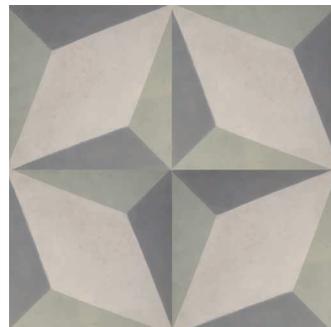
NADIA BLUE BLACK



NADIA BLUE AUBERGINE



NADIA GRIS AZUL



NADIA GREEN GREY



NIA



PETAL LARGE



PETALS GREEN



RAMBLA



TOLEDO

# GENERAL INFORMATION

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## SIZES & FORMATS

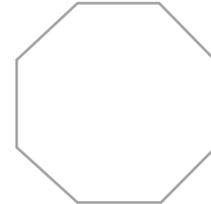
Our patterned tiles come as standard in 20cmx20cm with 1.5cm thickness, but they can also be ordered in plain colours in the following formats.



**SKIRTINGS**  
10x20cm



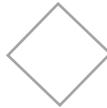
**SKIRTINGS TYPES**  
Smooth/Neck dove  
(side view)



**OCTOGONAL**  
20x20cm

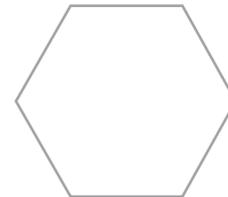


**RECTANGULAR**  
15x30cm



**TACO**  
10x10 cm

**THICKNESS 1,5cm**  
**WEIGHT 1,5kg**



**HEXAGONAL**  
20x20cm



**TILES**  
20x20cm  
10x10cm



## CHARACTERISTICS

Because of the traditional processes involved with the production of these tiles, slight defects such as small edge splinters, colour bleeding/smudging between elements of the pattern and surface scratches are inevitable.

Also, due to the fact that all pigment mixes must be used within one hour before the tile starts to set, they can only be prepared in small quantities. Several mixes therefore need to be made several times a day for the same shade. The craftsman compares his wet mix of colours to the dry, clearer mix and adds pigment as necessary.

This means that colours are not always absolutely the same, even in the same order. It is precisely these imperfections which give these tiles their distinct charm and natural appeal. With this in mind, the traditional technique is to 'shuffle' the tiles before laying them to ensure an even variation across the whole surface. An alternative is to take tiles at random from several boxes whilst fitting.

Given the traditional characteristic of production, you should allow for some of the tiles to have defects including breakages or chips. There should be very little wastage if care is taken to use these tiles where cut tiles are needed.

## COLOUR PALETTE



# INSTALLATION

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Our technical instructions sheet is for guidance only. We strongly recommend that you use a professional tiler who is familiar with laying this type of tile as they will be responsible for anything that may affect the final appearance of the tiles once they have been fixed. We do not accept claims after tiles have been laid. Laying the tiles constitutes acceptance of goods.

## PRECAUTIONS

1. Cement tiles have nuances in design and colour. All tiles will not be identical. This is a result of the hand-crafted production process and the nature of cement. Mixing tiles from different boxes during setting is suggested to produce a beautiful, naturally rich appearance.
2. The tiles are unsealed raw cement. They can be easily stained until they are appropriately sealed. Try to avoid walking on raw tiles or handling with dirty hands – we recommend wearing protective gloves. In between procedures, protect the tiles from foot traffic. If walking on the tiles is essential, then we would recommend covering with cardboard (as opposed to plastic which inhibits drying).
3. All cement tiles are porous, it therefore important to seal the tiles correctly. Always test sealing products on a single tile before applying to the entire floor.
4. Do not make unnecessary pencil marks on the tiles as they may be impossible to remove after.
5. Tiles will expand and contract in different temperatures. We recommend the use of DITRA matting or a similar product and/or expansion joints to prevent any cracking in your tiles. If you are tiling any surfaces that will be coming into direct contact with water you must ensure that the substrate is absolutely waterproof, especially if it is sensitive to water like wood or plaster.
6. We recommend the use of rapid setting adhesive to minimize water-absorption through the back of the tile.
7. After the tiles are fixed, all moisture must be released from the body and the surface of the tile prior to sealing and grouting. The amount of moisture is dependent on multiple factors including the depth of the substrate and their drying times and the moisture content of the tiles and adhesives. Be led by your professional installer on correct drying times. We strongly recommend allowing 5- 7 days.

## PREPARATION AND LAYOUT

1. Humid tiles should be stored on-end in a well ventilated area to dry thoroughly before fixing.
2. Make sure the person fitting the tiles knows what the tiles should look like. 'Shuffle' the batch to ensure that any colour and tonal variations are well mixed.
3. Some degree of edge irregularity / edge chipping is to be expected for this type of artisan tile. These and any light scratches and scuff marks can be removed by lightly sanding with 150-200 wet-dry sandpaper. Work in circular motions and remove any residue with a dry sponge. Pits in the surface are also a feature of this range.
4. Before installation, lay out at least one row of tiles (without adhesive) in each direction to see if any adjustments need to be made. You may need to shift the layout to balance the border tiles from the wall.
5. Mark guidelines using a chalk line to suit your layout.

## FIXING THE TILES

1. Prepare a level floor surface with concrete or self-levelling cement – please consult an experienced tiling professional if fitting onto a wooden floor as this kind of substrate may be subject to movement and/or deformation.
2. Ensure that the substrate is dry and fully cured so that there is no danger of humidity evaporating through the tiles which can leave traces of nitrate.
3. Prepare the adhesive following manufacture guidelines.
4. Spread the adhesive on the surface to be tiled using a notched trowel, working in areas of 0.2 – 0.5m<sup>2</sup>. Also apply adhesive to the back of the tile. Make sure that the whole surface of the tile is in contact with the adhesive. Avoid getting adhesive on the surface of the tile as this can lead to staining.
5. Carefully hand-press each tile. DO NOT USE A HAMMER OR RUBBER MALLETT as this can cause micro-cracks to appear or even break the tile.
6. Lay the tiles almost edge to edge with as narrow a grout line as possible (traditionally 1mm). Generally, cement tiles are set abutted to one another with a small grout line. The only exception is for outdoor use or designs where a client may prefer a wider grout joint. In our opinion, the finer the joint, the more elegant the result.
7. Adjust each tile in relation to each other to maintain levels taking care to align them correctly, following your chalk line guide or using a spirit level.
8. Once set, leave the tiles to stand for 12-15 hours until dry.

## CUTTING

1. We recommend the use of either a diamond cutter or an angle grinder to cut these tiles.
2. Whilst cutting or drilling, the surface of the tile may become wet and/or dirty. Wipe clean immediately after cutting.

## PREPARATION BEFORE 1st COAT OF SEALANT

1. Once the adhesive has cured, check the tiles for any surface dirt or dried adhesive, removing any blemishes with a razor blade or lightly sanding with waterproof sandpaper taking care not to scratch the surface. **DO NOT USE ACID, VINIGAR OR BLEACH.**
2. **ALLOW TILES TO DRY COMPLETELY.** If the tiles are sealed or waxed when wet it can result in 'ghosting' under the sealant and can impede evaporation.
3. Whilst the tiles are drying, protect the tiles from all foot traffic. We recommend that traffic across a newly sealed floor is kept to a minimum for the first week as sealants can take a few days to fully oxidise and may not be fully effective during this time.

## SEALING - 1st COAT

1. Make sure that the tiles are completely dry (at least 24 hours after having been set) and that they are completely clean before applying the first coat of sealant (we recommend Lithofin Stainstop MN).
2. Apply the sealant as per manufacturer's guidelines. (NB Some tiles are more porous than others - test the sealant as a first coat on a spare tile.)
3. Apply one coat with a suitable applicator to the face and edges of the tile (to ensure no bleeding from the grout). Add more product if the tile requires it. It's important to remove any excess that has not been readily absorbed within 10-15 minutes of application ensuring the surface is completely dry before moving on to the next area.
4. After 1-2 hours the floor can be walked on but should be left to dry. Protect the tiles from foot traffic whilst the sealant is drying (minimum 24 hours).

## GROUTING

1. **IMPORTANT:** Do not use dark tinted grout. This can stain your tiles. Test your grout first on a spare tile.
2. **BEFORE** grouting, make sure that the sealant has cured completely.
3. Mix the grout to a slightly runny consistency.
4. Apply the grout carefully to the grout lines using a filling knife taking care not to spread too much onto the tile. We do not recommend slurry grouting.
5. Ensure that the tools are completely clean and free of any hardened grout.
6. Clean off excess from the face of the tile using a damp fine textured foam sponge. Avoid removing inset grout by wiping across the tile at an angle to the grout line. Do not over wash the grout and change the cleaning water regularly.
7. Take care to fully compress the grout into the full depth of the grout joints so that no air pockets are formed.
8. Leave the perimeter joints as these must be finished with a good quality silicone sealer after the final seal and not with the grout. This will allow for expansion and contraction during normal heating and cooling cycles.
9. Leave the grout to dry for a minimum of 24 hours, and ideally 4-5 days before re-sealing.
10. If grout residue has been left to dry on the surface of the tiles, use Lithofin Power Clean diluted 1:10 to remove. Test the product first on one tile and apply for 1-2 minutes using a white emulsifying pad to remove the grout residue. Rinse completely and allow the tile to dry.
11. Should efflorescence form, these salts can be removed once the grout has fully dried and cured by frequent washing with clean water

## SEALING - 2nd COAT

1. After the grout has dried, make sure that the tiles are completely clean and free from any grout residue.
2. Apply the second coat of sealant, taking care to ensure that you wipe away any excess. The best finish is achieved by applying the sealant in small amounts.
3. Protect the tiles from foot traffic whilst the second coat is drying (minimum 24 hours)

## OPTIONAL 3rd COAT OF SEALANT

1. If you have been using Lithofin Stainstop MN as the impregnator/ sealant for this tile, we also recommend the use of Lithofin Multiseal as a final top coat. This sealant will give the tile a slight satin sheen but it will greatly assist in keeping the tiles clean for regular maintenance. Apply as per manufacturer's guidelines.
2. NB this product is not suitable for wet rooms or outdoor areas and surface colour may deepen when using this product.
3. Shake the tin well and apply 2-3 thin, even coats as per manufacturer's guidelines, using a suitable applicator and allowing one to two hours drying time between coats. Ensure no excess is left on the surface.
4. Leave to dry for a minimum of 4 hours. This sealant will cure fully in 48 hours.

*\*Please note, the above is intended for guidance only and the ultimate responsibility for laying these tiles remains with the tiler. We cannot accept any responsibility for any issues arising from the incorrect placement of these tiles as a result of this guidance.*

## CARE & MAINTENANCE

1. If you have sealed the tiles with Lithofin Stainstop and/or Multiseal, then we recommend the use of Lithofin Easy Care as a general daily / weekly cleaner or alternatively you can also use a mild, pH neutral soap. Under NO circumstances should an acid-based product be used.
3. If the surface of the tile becomes damaged, the best method to repair it is by mechanically polishing the tiles after washing them with warm water and a mild detergent. The floor should be polished softly without the use of abrasive or aggressive products.
4. We recommend that you reseal your tiles every 12-18 months.

## OUTDOOR APPLICATIONS

Cement tiles can withstand conditions outdoors in locations that are adequately protected, for example on a covered patio, or on a terrace in a Mediterranean climate. Nevertheless, as these tiles are slightly porous, slight cracks or chips may occur in the event of frost or if they are clogged with moisture.

To help diminish these frost-related issues, we would advise the following:

*NB: When laid outdoors, some of the tiles may become subject to fading due to sunlight or acid rain. However, the level of inconvenience this causes depends on your individual tolerance and taste. Some people particularly like the 'mellowed' or 'aged' effect that this produces.*

1. Lay the tiles on an impermeable or completely waterproofed concrete screed.
2. Lay the tiles with a double spread of adhesive, otherwise the formation of pockets of water under the tiles could loosen or crack them in the event of frost.
3. Use an adhesive suitable for outdoor use.
4. The joints must be well made and maintained to avoid the infiltration of water.
5. A sufficient gradient is required to drain water quickly and prevent puddles.
6. In addition to good drainage, we recommend that you reseal the tiles regularly (every 12-18 months).

# IMPORTANT NOTES

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## PLEASE READ

The following needs to be taken into consideration when purchasing these tiles.

1. This is an artisanal product made by craftsmen using traditional methods. For this reason, every tile will be unique.
2. These tiles need to be sealed. The sealant will need to be maintained every 18 -24 months.
3. Because they are handmade, the tiles you receive may vary in colour from display tiles viewed at the time of ordering. If exact colour is a concern please let us know before ordering as we are unable to return tiles once they have been despatched.
4. If your colour scheme needs to be exact, we recommend that you don't choose other colours for the rooms in which the tiles will be laid until receiving your order.
5. Please read the 'Characteristics' section on Page 11 for further information with regard to colour, edge chipping and imperfections.
6. Please order at least 10% extra to allow for wastage (these tiles are transported across Europe by truck so sometimes breakages can occur during transportation. Broken tiles can often be used for areas where a cut tile is needed).
7. Tiles that have been damaged or broken in transport and cannot be used will either be replaced or a refund for those tiles will be offered at our discretion, provided that we have been notified within 3 days of delivery (see note 10). Broken tiles should be returned to the showroom for replacements to be made. Please note that the same lead times as note 9 will apply for replacements.
8. Once an order is placed it cannot be cancelled as all items including "Stock Items" are imported to order.
9. Our delivery ETAs of 5-10 working days for Stock Items and 6-8 weeks for Bespoke Orders are estimates based on experience. Sometimes events outside of our control (national holidays, driver's strikes etc) can result in delays beyond our estimated delivery dates. Whilst we will do everything we can to minimise any delays, we cannot offer any compensation for disruption resulting from the delay of the supply of our goods, so please bear this in mind when planning your building works.
10. Your order should be inspected for any obvious damage and signed for as such at the point of delivery. Please ensure that any packaging is opened so that inspection of the material can be made. Avoid signing as "unchecked" as this may invalidate any future claims and notify us of any issues within 3 days as we are unable to offer replacements after that time.
11. Please also inspect the goods for anything that may affect the final appearance before laying them as we cannot process any claims once tiles have been fixed.
12. As a result of the production process (see page 3), your tiles may still be damp on arrival. We recommend that they are removed from their boxes and excess humidity allowed to evaporate in a well-aired room before fixing and especially before sealing.

*\*Please see page 18 for extended Terms & Conditions.*

# TERRAZZO TILES (CAMDEN STONE AND TILE LTD)

## TERMS AND CONDITIONS

1. DEFINITIONS
2. CONDITIONS APPLICABLE
3. PRICE
4. PAYMENT
5. THE GOODS AND NATURAL VARIATIONS
6. DELIVERY OF THE GOODS
7. EXAMINATION & ACCEPTANCE OF THE GOODS
8. RIGHT OF CANCELLATION FOR CONSUMERS
9. TITLE AND RISK
10. UNPACKING, STACKING & STORAGE
11. TECHNICAL ADVICE & INSTALLATION
12. LIMITATION & EXCLUSIONS OF LIABILITY
13. GENERAL

### 1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

- 1.1 'Agreement' means the agreement between the Company and the Customer comprised of these Conditions the Sales Receipt/Invoice.
- 1.2 'Business Day' means any day which is not a Saturday, Sunday or a bank or public holiday in England;
- 1.3 'Conditions' means these terms and conditions and any special terms and conditions agreed in writing by the Company and including the 'Important Notes' section of our 'Information Booklet' and shortened terms found at the bottom of the Sales Receipt/Invoice;
- 1.4 'Consumer Sales' include selling to any person who is purchasing for purposes outside of their normal business.
- 1.5 'Business Sales' include selling to a trade, profession or professional body.
- 1.6 'Customer' means the person or entity specified on the Sales Receipt/Invoice;
- 1.7 'Delivery Date' means the date specified on the Sales Receipt/Invoice by the Company when the Goods are to be delivered;
- 1.8 'Delivery Address' means the address at which we agree to deliver the Goods as specified on the Sales Receipt/Invoice.
- 1.9 'Goods' means the articles which the Customer agrees to buy from the Company;
- 1.10 'Sales Receipt/Invoice' means a form with a description of Goods purchased and confirming the order of the Goods;
- 1.11 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT;
- 1.12 'Total Price' means the price for the goods and any standard delivery cost including VAT.
- 1.13 'The Company' means Camden Stone and Tile Ltd, trading as Terrazzo Tiles whose registered office is 14 England's Lane, London NW3 4TG (Company Number: 6339603).

### 2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Customer and where applicable the supply of services to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to the Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of the Agreement.
- 2.4 Any variation to the Agreement (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company.
- 2.5 It is customer's responsibility to check that all the details relating to the order are correct and to provide the company with all relevant information relating to the environment in which the Goods are intended to be used and for their Delivery.
- 2.6 As the Company has not carried out a survey or inspection of the installation site of the Goods, it cannot give any warranty as to the suitability of the Goods for that, or any other given environment. If the Customer is acting other than as a consumer, they cannot rely on any implied or express representation, advice or information given to you by the Company that is not incorporated into the Agreement and signed by both parties.

### 3. PRICE

- 3.1 Unless otherwise agreed by the Company in writing, the Price shall be the price set out in the Sales Receipt/Invoice.
- 3.2 The Price is exclusive of any value added tax and all costs or charges in relation to carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.
- 3.3 The Company reserves the right to change the Price by giving the Customer notice at any time before delivery to reflect any increase in the cost such as foreign exchange fluctuations, alteration of duties, increase of the costs of materials and such like. If the Company changes the Price and the Customer is not satisfied, the Customer will be able to cancel the order. Products which are not standard and are therefore specifically ordered by the Customer or are fabricated for the Customer cannot be cancelled after the order/fabrication process has started. If the Company does agree to cancel the order, the Customer will be liable for any reasonable costs incurred.

### 4. PAYMENT

- 4.1 Payment of the Total Price shall be due when the order is placed. Please note that delivery will not be arranged until the Company is in receipt of cleared funds.
- 4.2 If the Customer fails to pay the Company any sum due pursuant to the Agreement, the Customer shall be liable to pay interest to the Company on such sum from the date when payment becomes due until the date of payment at a rate of 4% above Natwest Bank Plc's base rate from time to time in force and shall accrue at such a rate on a daily basis after as well as before any judgment.
- 4.3 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 5. THE GOODS AND NATURAL VARIATIONS

- 5.1 The quantity and description of the Goods shall be as set out on the Sales Receipt/Invoice.
- 5.2 All samples, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or internet website are issued or published for the sole purpose of giving an appropriate idea of the goods described in them.
- 5.3 The Customer acknowledges that due to the natural variations of Stone, Porcelain, Cement, Ceramic and Glass, the Company cannot guarantee colour or shade differences between the batches of tiles.
- 5.4 The Customer is advised to increase the size of their order by 10% to cover wastage that may occur during site handling and if any of the Goods are damaged during delivery.

### 6. DELIVERY OF THE GOODS

- 6.1 Delivery of the Goods shall be made to the Delivery Address on the Delivery Date. The Goods may be delivered in advance of the Delivery Date upon the giving of reasonable notice to the Customer. The customer shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 If the company is not able to deliver the whole of the order at one time for any reason including operational reasons or shortage of stock, the order will be delivered in instalments. Each instalment shall constitute a separate contract. If the Company is late delivering an instalment or one instalment is faulty, that will not entitle the Customer to cancel any other instalment.
- 6.3 The Company uses an independent delivery company for which the Company is not responsible and therefore the Company cannot guarantee the delivery times. The delivery driver will not handle the Goods and deliveries will be made to the kerb side at the delivery address specified on the Sales Receipt/Invoice.
- 6.4 The Customer shall provide at the delivery point and at its expense, adequate and appropriate equipment and manual labour for handling the Goods.
- 6.5 The Customer must inform the Company of any access restrictions or difficulties for a large lorry and ensure that a responsible person is at the Delivery Address at the time of Delivery to supervise the off-load, to sign for the Goods and to move them on into the property.
- 6.6 The cost of delivery is in addition to the Price and subject to VAT.
- 6.7 The Company will not be responsible for the Goods once they have been received and accepted by the Customer.
- 6.8 If for any reason the Customer fails to accept delivery of any of the Goods or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions or as a result of the Customer not complying with their obligations under these terms:
- 6.9.1 risk in the Goods shall pass to the Customer;
- 6.9.2 the Goods shall be deemed to have been delivered; and
- 6.9.3 the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including without limitation, storage and insurance).
- 6.10 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 6.11 The Customer may only collect Goods from the Company's premises by prior arrangement. If the Customer arranges transportation of the Goods, it is at their own risk and the Customer will not accept claims for damage or breakages.
- 6.12 The Company may decline to deliver the goods if:
  - 6.12.1 it would be unsafe, unlawful or unreasonably difficult to do so; or
  - 6.12.2 the premises (or access to them) are unsuitable for the delivery vehicle.

### 7. EXAMINATION & ACCEPTANCE OF THE GOODS

- 7.1 The Company takes care to ensure that all Goods leave in perfect condition. The Customer should inspect the Goods on delivery or collection to ensure that they are the correct type, of satisfactory quality, and the correct amount.
- 7.2 If there is any obvious damage to the Goods, the Customer must make a note of the damage on the delivery note and inform the Company within 72 hours. If the Goods are deemed and proven to be damaged on delivery, by way of documentary evidence such as a photograph, we will bear the cost of re delivery and replacement Goods. The Customer will still be required to notify the Company under clause 7.3, 7.4 and 7.5 (as applicable).
- 7.3 (In the case of Business Sales) The Customer must inspect the Goods on delivery or collection (as the case may be) to ensure that they are the correct type, of satisfactory quality, undamaged (excluding provisions for wastage/breakages in transport as set out in wastage clause 5.4), and the correct amount and if they are not, must notify the Company in writing within 72 hours of delivery for correction, replacement or refund of all or part of the Price (at the Company's option), which will be the Customer's sole remedy. If the goods are damaged or of unsatisfactory quality, the Company reserves the right to request documentary evidence, such as a photograph, in support of your statement. If the Customer does not reject the Goods within this time, or if the Goods have been installed, the Customer will be deemed to have accepted the Goods and the Company will have no liability to the Customer. The foregoing sets out the Customer's only rights and remedies in relation to the Goods and all other terms and conditions, express and implied, relating to the quality or fitness for purpose of the Goods are hereby excluded to the fullest extent permitted by law.
- 7.4 (In the case of Consumer Sales) If the Goods are not of the correct type or of satisfactory quality, i.e. damaged (excluding provisions for wastage/breakages in transport as set out in wastage clause 5.4), the Customer should notify the Company in writing within 72 hours. The Customer will either be refunded the Price or replacement Goods will be made available to them (at the Customer's option). If the fault with the order proves to be an error on the Company's part, the Company will bear the cost of redelivery of replacement Goods and collection of the original Goods. If the fault with the order proves to be an error on the Customer's part, the Customer will be required to bear the cost of redelivery of replacement Goods and collection of the original Goods.

- 7.5 (In the case of Consumer Sales) If an incorrect amount of the Goods are delivered or collected, you should notify the Company in writing within 72 hours and the Company will arrange to deliver or make available (as appropriate) the correct quantity of the Goods. If this proves to be

an error on the Company's part, the Company will bear the cost of delivery of the balance of the order. If this proves to be an error on the Customer's part, the Customer will bear the cost of delivery of the balance of the order.

7.6 The Customer shall be deemed to have accepted the Goods if the Goods have not been returned to the Company in accordance with clause 7.2 above.

7.7 After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the description on the Sales Receipt save in the circumstances set out in clause 8.

7.8 The quantity of any consignment of Goods as recorded by the Company upon despatch shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

#### 8. RIGHT OF CANCELLATION FOR CONSUMERS

This clause only applies if the Customer is acting for a purpose outside their business and there has been a distance contract. Distance Contract means any contract concerning goods or services between a supplier and a consumer under a distance sales or service provision scheme that makes exclusive use of distance communication up to and including the moment at which a contract is made.

8.1 The Customer may cancel this Agreement within 10 working days (period of cancellation) beginning the day after the Goods are received.

8.2 To cancel the Customer must inform the Company in writing that they wish to cancel. This may be done by letter, fax or email sent within the 10 days to Company Address set out in clause 1.

8.3 If the Customer informs the Company verbally, they will need to send confirmation in writing within the 10 days. The Customer may use the attached model cancellation form.

8.4 It is not possible to cancel if the Goods are made specifically for the Customer, if imported as a special order (ie goods not from UK stock) or if the Customer has installed or laid them or used them or if the order has NOT been made through a Distance Contract.

8.5 If the Customer wishes to cancel Goods which have already been delivered, then the Goods must be returned to the Company at the Customer's own cost, or alternatively the Company can collect them from the Customer. If the Company collects the goods, then Customer will be liable for the cost of collection. The goods must be returned to the Company within 14 days of being informed of cancellation.

8.6 The Customer has a duty of care during the period of cancellation to ensure that the goods are returned to in the condition in which they were delivered. The Company reserves the right to charge for any damages caused by the Customer's failure to carry out duty of care.

#### 9. TITLE AND RISK

9.1 The Goods are at the risk of the Customer from the time of delivery.

9.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

9.2.1 the Goods; and

9.2.2 all other sums which are or which become due to the Company from the Customer on any account.

9.3 Where the Customer collects the Goods from the Company's premises then the Goods will be at the Customer's risk from that point.

#### 10. UNPACKING, STACKING & STORAGE

10.1 Care needs to be taken when unpacking the Goods as the spacers may need to be removed from the packaging before the Goods are lifted out. The Goods should always be stacked and stored vertically (on edge) but not on a hard surface as this may cause unnecessary edge chipping. The Company cannot be held responsible for damage which occurs after delivery or, if the Customer decides to collect the Goods, after collection.

#### 11. TECHNICAL ADVICE & INSTALLATION

11.1 Any advice given by the Company related to fixing products and installation is given in good faith but should be used as a general guide as the Company has not carried out a survey of the place of installation of the Goods and cannot therefore be sure that the advice is correct. The Customer may not therefore rely upon this advice.

11.2 It is the Customer's responsibility to purchase the correct fixing products and sealants for the environment (and in particular the surface upon which) the Goods will be installed.

11.3 The Company does not offer an installation service and it is the Customer's responsibility to ensure a professional fitter is carrying out the installation.

11.4 The Company cannot be responsible for the installation of the Goods or for damage caused during or arising out of installation.

#### 12. LIMITATION & EXCLUSIONS OF LIABILITY

12.1 The Company will only be liable to the Customer under or in relation to this Agreement or in relation to the Goods if the Company is informed of any shortfall, proven damage or defect in the Goods within 72 hours after delivery or collection (as appropriate) but not otherwise. The Company reserves the right to request documentary evidence, such as a photograph, of the damage or fault. If the Customer so notifies the Company, its only obligation to the customer will be (at the Company's option):

12.1.1 to make good any shortage or non delivery; or

12.1.2 to replace or repair any damaged or defective Goods.

12.2 The Company will not be liable to the Customer for loss of profits or loss of business, depletion of goodwill or for any indirect or consequential loss or other consequential compensation which arise in connection with this Agreement. The Company's total liability to the Customer (whether in contract, tort (including negligence), statute or otherwise) shall in no event exceed the Price.

12.3 The Company reserves the right to charge a restocking and collection charge for goods returned to the Company (at the Company's discretion) which are not for reasons outlined in this Agreement.

12.4 The Company will not be liable to the Customer for lost working time or the cost of third party contractors where the Customer (or their contractor) fail to install the Goods correctly or fail to use the correct base, sealants or installation techniques or if the environment in which the Goods are installed is unsuitable.

12.5 Subject to clause 5 and consumer statutory rights, all warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

12.6 Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of the supply to the Customer of such Goods or the failure by the company to supply Goods which conform to the contract of sale.

12.7 Where the Customer accepts or has been deemed to have accepted any Goods then the Company shall have no liability whatever to the Customer in respect of those Goods save as set out herein.

12.8 The Company shall not be liable to the Customer for late delivery or short delivery of the Goods.

12.9 Nothing in this Agreement is intended to limit any rights that you may have as a consumer under statute or to limit our liability to you in respect of death or personal injury resulting from our negligence or for fraud or fraudulent misrepresentation in respect of an untrue or misleading statement.

#### 13. GENERAL

13.1 The Company reserves the right to defer the date of delivery or cancel the Agreement or reduce the volume of the Goods if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including without limitation acts of God, natural disasters or restraints or delays effecting suppliers or carriers.

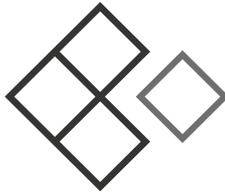
13.2 If any provision of this Agreement is found by a body of competent jurisdiction to be wholly or partly illegal, invalid, void, unreasonable or unenforceable then the contravening element shall be deemed severable and the remaining provisions of the Agreement such continue in full force and effect.

13.3 This contract is subject to the law of England and Wales and is subject to the exclusive jurisdiction of the English courts.

#### 14. THIRD PARTIES

This Agreement is not intended to and does not give any third parties any right to enforce any of its provisions.

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