

# TERMS AND CONDITIONS

## *MATERIAL DELIVERY*

### **Payment terms**

For companies ordering stock goods, an advance payment applies unless otherwise is stated or agreed in writing. Following a regular credit control companies may receive payment terms of 10 to 30 days net. Whenever the order value exceeds the company's credit limit, advance payment is paid on orders. When ordering non-stocked goods, the payment terms apply which are stated in our quotation or order acknowledgment.

For individuals, prepayment applies to the entire order value unless otherwise is stated or agreed in writing when the order is placed.

Payment time is calculated from the day the product is delivered from Herrljunga Terrazzo AB, or according to other agreement. The interest rate on late payment is charged at 11% after the due date + a statutory reminder fee.

On the orders where prepayment applies, payment must be made no later than the due date of the invoice. In case payment has not been received, Herrljunga Terrazzo AB reserves the right, without further information to the customer, to cancel any existing orders.

### **Conditions**

Quotations from Herrljunga Terrazzo AB are valid for 30 days from the date of the quotation, unless other written agreement has been made.

Orders must be sent via e-mail.

Order confirmation from Herrljunga Terrazzo AB is considered approved if no complaints are received within 48 hours. All changes made by the customer following an approved order reserve Herrljunga Terrazzo AB the right to charge extra.

All prices are based on the procurement or manufacturing costs applicable to Herrljunga Terrazzo on the day of Herrljunga Terrazzo AB's quotation and order confirmation respectively. In cases where these costs subsequently increase, due to a change in price from Herrljunga Terrazzo AB's supplier, changed customs, shipping or insurance costs, altered exchange rates or other reasons beyond Herrljunga Terrazzo AB's control, Herrljunga Terrazzo AB reserves the right to apply to a corresponding adjustment of the price. Herrljunga Terrazzo AB is obliged to immediately notify the Customer of price changes. The Customer has the right, when price is raised, to cancel orders within 48 hours of receipt of the price change notice.

Increased take-home costs caused by the Customer's express request for immediate delivery are paid by the customer.

All prices quoted are ex works Herrljunga Terrazzo AB's warehouse in Herrljunga, excluding VAT unless otherwise stated. Shipping and insurance costs are not included in the price unless otherwise stated.

EU pallets are charged for stocked products. Otherwise, pallets and packaging are charged in accordance with Herrljunga Terrazzo AB's reported costs.

For all products manufactured and processed by Herrljunga Terrazzo AB's as well as for custom-ordered or non-stocked products, a warehouse rent is charged one week after the customer has been informed that the goods have arrived at the warehouse in Herrljunga. This is about SEK 200 / week and stool.

Cancellation of orders not yet delivered may only be done after written approval from Herrljunga Terrazzo AB. In the event that Herrljunga Terrazzo AB approves of the cancellation, Herrljunga Terrazzo AB is entitled to charge the customer for direct costs as a result of the cancellation.

All materials belongs to Herrljunga Terrazzo AB until full payment has been made.

### **Terms and Conditions**

Upon receipt of the goods, the Customer must make a receipt check. The Customer's receipt control must include: reconciliation of received goods against delivery note, also checking of visible damage to the goods and its packaging. Any deviations in quantity and damage found must be noted on the consignment note and documented thereafter: Complaints should be sent to Herrljunga Terrazzo within 48 hours of receipt of the goods.

Upon receipt, individuals shall examine the goods ordinarily and in accordance with the Purchase Act. Complaints of damaged goods must be sent to Herrljunga Terrazzo AB via e-mail or mail within six days of receipt of the goods. This is to enable Herrljunga Terrazzo AB to be able to control the advertised goods.

Unloading and carrying are not part of Herrljunga Terrazzo AB's commitment.

#### *Transportation options*

When delivering a product, road standards must be approved of, or, where there is no approval, a corresponding certificate will be required, for the transportation of goods. Should unloading take place at a villa entrance or similar access road, the driver decides on the spot if passing is possible. If no other instructions for unloading are given on site, the goods are unloaded by the consignee at the place where the driver considers it most appropriate.

The packaging of special orders are not carried out according to any specific standard but will be adapted by the manufacturer according to the design of the ordered product. This means that the packaging sometimes neither will be designed for or suitable for the use of a forklift or other similar loading vehicles.

All transported goods which Herrljunga Terrazzo AB will provide is packaged by Herrljunga Terrazzo AB, and any due additional cost may be charged for.

#### **Delivery time and deliveries**

If no delivery clause has been agreed, the delivery shall be made "free on board" at Herrljunga Terrazzo AB's warehouse in Herrljunga. In the event that Herrljunga Terrazzo explicitly undertakes to arrange for the carriage of the goods, the customer will be charged accordingly.

Herrljunga Terrazzo is not responsible for delayed delivery, or additional costs in case of delay, if the circumstances leading to the delivery being delayed are beyond Herrljunga Terrazzo AB's control. Circumstances that should be considered beyond the control of Herrljunga Terrazzo AB are, for example, weather and accidents.

Herrljunga Terrazzo shall notify the customer of a feared change of delivery time, for the entire delivery, or parts of it.

#### **Limitation of liability, warranty etc.**

The variety of possible uses for each material and product implicate that the Customer him-/herself must carefully evaluate the material and product's suitability for its intended use.

Herrljunga Terrazzo AB may unintentionally enter erroneous data in quotations and order acknowledgments. After having been informed of such an error, the Customer has the right to cancel an order if additional costs arise.

#### **Returns**

Returns of flawless goods from Herrljunga Terrazzo AB's range may be approved, by written agreement, provided the goods are returned flawlessly and in their undamaged, original, packaging. Return shipping is paid by the customer. Credit is granted at a maximum of 75% of the invoiced price of the product. Goods that are not included in the regular assortment and specially manufactured goods will not be repurchased.

Returns will be accepted no later than 30 days after the delivery date.

No fees or labour costs charged are credited on any returns.

#### **Complaints**

Errors or deficiencies regarding Herrljunga Terrazzo AB's commitment, and any product defect shall be promptly complained in writing, by e-mail or mail, within six days of receipt. Oral complaints are not accepted.

Complaints must include clear information about the fault and/or the nature of the defect, along with photo documentation in case of visible damage.

If the Customer fails to make a complaint within the prescribed time and in the prescribed manner, even despite the fact that the customer has discovered, or should have discovered the error, the Customer loses the right to make misconduct claims.

Complaints of goods after installation or machining are not approved.

In the event of any complaints of custom-made products that are approved by the seller, Herrljunga Terrazzo AB reserves the right to replace the product with a correct product manufactured by the same supplier and stone type as the ordered product. In order to ensure color and composition in materials in a match as close as possible due to the nature of the material. The delivery times for replacement products will correspond to the delivery time for the original product.

Stone samples show only the approximate structure and color of the materials.

The following deviations will not be considered complaints:

- Superficial scratches.
- There may be color and structural differences in the material
- Lime precipitation on cementitious products
- Precipitations and marks from packaging that do not affect the properties and appearance of the stone.
- Sawed edges may have minor "chipping" after the saw blade.

Complaints about work done on the Customer's own material, such as repairs, grinding, polishing, cutting etc. will not be approved, as no guarantees are given on these works. These are performed at the Customer's own risk and responsibility.

#### **Manufacturing, molding and assembly.**

Herrljunga Terrazzo Design does not cut out templates on site or carry out any assembly work on site.

Manufacturing drawings in 2D-dwg/dxf and pdf should be attached if necessary at the same time as orders are e-mailed or submitted to Herrljunga Terrazzo.

#### **Bench and table tops**

The terrazzo material is prefabricated and not reinforced. The location of recesses should be at least 55 mm from the edge of the board. If the customer orders a board with less than 55 mm between recesses and the board's edge, we waive the responsibility for the future durability after delivery.

#### **Installation of terrazzo material**

For some terrazzo materials, special products are required for application and finishing. The Customer is responsible for ensuring that the right products are used and that the assembly or application is done correctly.

We recommend adhesive / fastening compound with elasticity class:

- Italian Style:  $\leq 400 \times 400 \text{mm}$  = C2 S1.
- Italian Style:  $> 400 \times 400 \text{mm}$  = C2 S2.
- Herrljunga XQ, Italian XQ and Iberian XQ = C2 S1

For floor tiles larger than  $400 \times 400 \text{mm}$ , these should be double-bonded with a quick-drying adhesive.

Installation and maintenance instructions can be downloaded from our website [www.terrazzo.se](http://www.terrazzo.se) or contact us on +46-513-785 000 or [info@terrazzo.se](mailto:info@terrazzo.se)

#### **Plates, slabs and other molded products.**

Terrazzo is a natural material and variations occur. Differences in stone can vary from different batches / series regarding color, pattern and texture. Tolerances regarding format, thickness and other dimensions according to the table below:

	Floor/Wall tiles standard size	Facade tiles, Countertops, Window sills, Slabs	Straight steps: Treads and Risers	"Curved" steps: Treads and Risers
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Thickness (honed or polished surface)	±0,7 mm	±0,7 mm	±1 mm	±2 mm
Straight sides/edges surface	±0,3 mm	<600mm ±0,9 mm ≥600mm och ≤1000mm ±1,2 mm >1000mm och ≤3000mm ±3 mm	≥600mm och ≤1000mm ±1,2 mm >1000mm och ≤3000mm ±3 mm	≥600mm och ≤1000mm ±1,2 mm >1000mm och ≤3000mm ±3 mm
Surface dimensions - length, width	±0,5 mm	±1 mm	±1 mm	±2 mm
Diagonal dimensions	±0,7 mm	±1,5 mm	±1,5 mm	-
Humidity	±0,2%	±0,3%	±0,4 %	±0,4 %

### Other

The samples provided by Herrljunga Terrazzo AB, as well as weights, dimensions, performance or other data provided in catalogues, brochures, drawings or other informational material are approximate and Herrljunga Terrazzo reserves the right to make changes, subject to material issues, fabrication methods, also during an ongoing delivery period, or to make necessary changes due to causes beyond the control of Herrljunga Terrazzo AB. Herrljunga Terrazzo AB also reserves itself for pure printing errors in marketing material.