

HAMILTON'S HEADSTONE SHOP LIMITED

TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1. "Artline" means Hamilton's Headstone Shop Limited trading as Artline Memorials, its successors and assigns, or any agents or employees.
- 1.2. "Customer" shall mean the customer or any person acting on behalf of or with the authority of the Customer.
- 1.3. "Goods" shall mean all headstones or other like or associated products supplied or services provided by Artline to the Customer.
- 1.4. Goods supplied by Artline to the Customer shall be supplied on these terms and conditions of sale ("Terms and Conditions"). If the Customer orders Goods, the Customer shall be deemed to have accepted the Goods upon these Terms and Conditions. Any variation to these Terms and Conditions must be agreed by Artline in writing.

2. Health & Safety

- 2.1. The Customer agrees that Artline has not and will not assume any obligation as the Customer's agent or otherwise which may be imposed from the Customer from time to time pursuant to the Health and Safety at Work Act 2015 arising out of this engagement. Artline and the Customer agree that in terms of the Act, unless the work is being conducted upon Artline's premises, Artline is not the entity that controls the place of work.

3. Payment

- 3.1. Artline's quotation is based on the information and discovery to hand at the time of quotation, and that further discovery of relevant information relating to the Order may result in additional charges.
- 3.2. Any payments made by credit card will incur an additional 2% fee.
- 3.3. Payment for the Goods shall be made as:
 - (i) A deposit of 30% in accordance with clause 4 below. Some quotations may require a higher deposit of up to 50% which will be advised by Artline in writing on a case by case basis;
 - (ii) A sum equal to 60% of the Goods to be paid upon confirmation of wording being received by Artline. The Goods will not be scheduled for production until such time as payment pursuant to this clause has been received by Artline;
 - (iii) Balance of payment for the Goods installed by Artline shall be made in full without set-off or deduction on or before 14 days prior to delivery of the Goods ("Date of Payment").
 - (iv) All Goods to be picked up by the Customer from Artline's workshop must be paid in full before they can be uplifted.
- 3.4. Interest may be charged on any amount owing after the Date of Payment at the rate of 1.5% per month until payment for the Goods (and all accrued interest) has been made unless terms have been previously arranged by Artline in writing.
- 3.5. Any expenses, (including legal costs and debt collection) incurred by Artline in the enforcement of any rights contained in these Terms and Conditions shall be paid by the Customer.

4. Deposit

- 4.1. The Customer shall pay the deposit to Artline.
- 4.2. The Customer shall have a period of ten (10) working days from the Date of Order in which to cancel the quotation. If the Customer cancels within ten (10) working days from the Date of Order then the Customer is entitled to a full refund of the deposit.
- 4.3. If the Customer cancels at any time after the period of time pursuant to clause 4.2, then Artline shall be entitled to retain the deposit paid up to 25% of the value of the quotation, together with any additional costs incurred by Artline.
- 4.4. If the deposit is not paid within the period of time pursuant to clause 4.2, then the Customer acknowledges that the Order Price is subject to change at the sole discretion of Artline.
- 4.5. The quotation is not and shall not be accepted by Artline until such time as the deposit has been paid in full.

5. Completion of Order

- 5.1. The Order Price is valid for a period of twenty-four (24) months from the Date of Order. Should the Customer not complete the design within that timeframe then:
 - (i) The Order Price is subject to change at the sole discretion of Artline; or
 - (ii) The quotation may be cancelled by Artline. Any deposit paid will be forfeited in full by the Customer on any such cancellation.

6. Ownership

- 6.1. Ownership of any Goods supplied by Artline will not pass to the Customer, until all amounts owing by the Customer, to Artline in respect of those Goods and all other Goods supplied by Artline to the Customer, have been received, in full, by Artline.
- 6.2. If the Customer deals with any Goods before ownership passes where they become an integral part of other items, ownership of those other items will be vested in Artline in the same proportion that the value of the Goods supplied by Artline bears to the other items.
- 6.3. Until payment in full is received, Artline may, without prejudice to any of its other rights or remedies, repossess any of the Goods, whether or not payment may have been received for some, and for that purpose may by its servants or agents, enter any premises where the Goods may be situated and take whatever other action is required in order to repossess the Goods. Artline shall have no liability resulting from the repossession of the Goods and the Customer hereby agrees to indemnify and keep indemnified Artline, its servants and agents, for any alleged liability resulting from the repossession. The Customer shall be liable for all costs (including legal costs on a solicitor-client basis) incurred by Artline arising out of the repossession of the Goods.
- 6.4. Until ownership passes to the Customer, the goods are held by the Customer for and on behalf of Artline as fiduciary.

7. Consumer Guarantees Act 1993

- 7.1. Where the Customer is a business (as is defined in the Consumer Guarantees Act 1993), the Customer agrees that it is acquiring all Goods from Artline for business purposes and that the Consumer Guarantees Act 1993 does not apply.

8. Liability

- 8.1. If a claim for damaged goods or faulty workmanship is accepted, Artline may at its option:
 - (i) Correct or replace the Defective Goods as soon as practicable; or
 - (ii) Refund the amount paid by the Customer for the Defective Goods.
- 8.2. Under no circumstances are Goods to be returned to Artline unless the damage or defect is accepted and acknowledged by Artline.
- 8.3. Artline shall not be liable in any circumstances whatsoever for any indirect or consequential loss or damage suffered by the Customer or by any third party arising out of or related to the supply of the Goods.
- 8.4. If Artline is held liable to the Customer, or a third party, and Artline cannot rely on the exclusions of representations, warranties or liabilities set out above, then the liability of Artline shall in all cases be limited solely to the contract price of the Defective Goods.

9. Collection & Use of Information

- 9.1. The Customer authorises Artline to collect, retain and use any information about the Customer, for the purposes of assessing the Customer's creditworthiness and enforcing any rights under these Terms and Conditions.
- 9.2. The Customer authorises Artline to disclose any information obtained to any person for the purposes set out in 6.1.
- 9.3. Where the Customer is a natural person the authorities under paragraphs 6.1 and 6.2 are authorities or consents under the Privacy Act 1993.

Disclaimer for Order Form

Nothing in this Agreement and nothing in our statements to you should be construed as a promise or guarantee. Delivery and instalment dates are reliant on a number of different factors including international shipping movements. Artline cannot accept any responsibility for delay in delivery due to matters outside of Artline's control.

Artline cannot accept any responsibility for incorrect spelling and/or dates. It is important that the Customer checks these details carefully.

Artline cannot guarantee the lifespan or colour fastness of any paint.

Ceramic photos are not photo perfect. Colours can alter in the production process and larger images will have small seams that may be visible. Artline cannot accept any responsibility for any alterations due to the production process.