



ELEMENTOS LTD
GENERAL TERMS AND CONDITIONS

General

- These Terms and Conditions ("Terms") apply to all sales of products made by Elementos Ltd ("Us", "We", "The Company") to all of our customers ("You", "The Customer"). We both agree that only these Terms will apply to all of our business transactions unless changes to these Terms are agreed by both of us in writing.
- All quotations and orders are made subject to You accepting these Terms and Your acceptance of delivery of any order implies full acceptance of these Terms.
- All prices / values are given in Sterling and subject to VAT at the prevailing rate.
- Elementos Ltd reserves the right to change or amend these Terms at any time and without prior notice.

Shading, Dimensions and Installation

- Due to the nature of our glass, stone and metal mosaics having a high degree of hand finish, subtle but distinctive shading and dimensional (sizes and thickness) variations will be present.
- Elementos Ltd does not provide installation services. Installation Guides are available on our website and brochures. We strongly recommend these instructions are followed during the installation process.
- All products must be inspected in full by the Customer prior commencing installation to ensure they are satisfactory to the Customers' requirements and report to Us any unsatisfactory and / or damaged products. Elementos will not accept responsibility once the installation has commenced and / or the products have been installed.

Availability

- The agreement between You and Elementos Ltd is subject to the availability of the products to be sold.
- Availability of products may vary depending whether the products are held in stock or subject to production. We strongly recommend checking availability before placing your order.
- Elementos Ltd reserves the right to discontinue products if the supply is not satisfactory.
- The Company may offer special products different from its stock product portfolio. Elementos Ltd will clearly notify the "special product" condition prior or at the moment of you placing the order and advise on related lead times. Orders of these special products are subject to a non-refundable deposit of 50% of the total value of the order, payable by the customer at the moment of placing the order. The rest of the order will be payable on the normal Credit Terms previously arranged between Us and The Customer if any.
- Any availability dates quoted are approximate only. Elementos Ltd will endeavour to ensure availability at the quoted dates, although cannot guarantee them as they may be affected by circumstances outside of our control. Elementos Ltd shall not be liable for any loss incurred for delays in availability dates and recommend products are ordered well in advance for any project start date.

Samples

- Samples of mosaics can be sent to customers on request. Sample cards can be supplied at a price of £5.00 plus VAT each. Samples of full size mosaic sheets can be supplied, chargeable at a reduced rate of their standard price.
- Shading and minor dimensional variations are inherent characteristics of these types of products, it is therefore advised that a single sample should not be used as an accurate representation of the subsequent products supplied.
- All samples and any images, specifications or descriptions given in brochures, catalogues and any other advertising material are provided to give an approximate illustration only, and due to the nature of the products should not be taken as an exact representation.

Trade Accounts

- If the Customer is a sole trader or company involved in the business of supplying goods or services to others, Elementos Ltd may agree credit terms with You subject to respective credit searches and references provided by You. However Elementos Ltd is not obliged to offer you any credit terms and may refuse to do so. When no credit terms have been agreed payment is due in advance.
 - When credit terms have been agreed Elementos Ltd may give 30 days written notice to the Customer for any modification and / or cancellation of such credit terms previously agreed.
- In the event of the Customer breaching the agreed credit terms either by failure of payment or exceeding the credit limit, then the whole outstanding amount for products supplied will be due and payable in full notwithstanding the previously agreed credit terms.

Deliveries

- All orders over £100 (excluding VAT) include delivery to UK Mainland at no extra charge. Any order below this amount will incur a delivery charge of £10 (excluding VAT).
- Deliveries outside UK Mainland are available at an extra charge, depending on destinations, weights and order values.
- Upon reception of order, Elementos Ltd will notify the Customer of an expected delivery date. Any dates quoted for delivery are approximate only and time for delivery shall not be the essence of the arrangement. Elementos Ltd will endeavour to arrange delivery at the quoted dates although cannot guarantee them as they may be affected by circumstances outside our control. Elementos Ltd shall not be liable for any loss incurred for delays in deliveries and recommend products are ordered well in advance for any project start date.
- Elementos Ltd will arrange delivery to the agreed address with the customer. Once the order is en-route, the delivery address cannot be changed unless written consent is given by Elementos Ltd and charges may be incurred.
- If we are unable to gain access to the agreed delivery address we will return the products to our warehouse and make contact with you to rearrange delivery. Additional delivery fees may be charged under these circumstances.
- If the Customer fails to take delivery of the products (other than by reason of any cause beyond the Customers' reasonable control, or by reason of Elementos Ltd's fault) then, without prejudice to any other right or remedy available to the Company, the Company will store the products until actual delivery, and charge the Customer for the reasonable costs of storage for a period of time no more than 28 days. After that period of time Elementos Ltd will have no further obligation to store the products.
- All deliveries must be signed for to confirm receipt by the Customer or someone appointed by the You to receive the products on your behalf.
- Elementos Ltd will arrange delivery to ground floor level only, with it being the Customer's responsibility to get the products from that point to where they require them. Drivers are not allowed to carry any items inside any premises.
- We carry the risk of loss or damage to the products until you sign for them upon receipt. We therefore recommend that You inspect the products thoroughly at this time to ensure You are happy that the products have not been damaged in transit and all items are present.
- Any subsequent problems that are not immediately identifiable upon delivery must be reported to Us within 48 hours of receipt of the order. Elementos Ltd will not be liable for any problems of this nature reported after this period of time.

Returns and Cancellation Policy

- Excess quantities cannot be returned under any circumstances. We recommend quantities are checked by the Customer with a qualified installer before ordering.
- At the absolute discretion of Elementos Ltd, We may accept the return of stock products subject to minimum quantities and always subject to a restocking charge of 25% of the value of the order or £38 plus VAT whichever is the highest amount.
- The Customer must agree in writing acceptance of such restocking charge prior allowing such return.
- Once Elementos Ltd has confirmed the order with the Customer and the order is en-route, cancellation of the order will be subject to 25% restocking charge of the value of the order or £38 plus VAT whichever is the highest amount.
- The Customer must agree in writing acceptance of such restocking charge prior allowing such cancellation.
- Cancellation of orders of "special products" or "not stock products" will imply the loss for the Customer of the 50% of the value of the order previously paid as non-refundable deposit.
- Any products must be returned in their original packaging and suitable for resale at a later date.