

Canterbury Stone Terms & Conditions Terms and Conditions

1. Acceptance (a) These terms and conditions are between Canterbury Stone PTY LTD (ABN 663832353) (we, our or us) and you, the company, entity or individual who is purchasing any products or goods (Goods) from us through via the internet, by telephone, by email or from our showroom (Showrooms). (b) By purchasing the Goods from us or requesting we provide you with samples of our Goods, you agree: that you have reviewed and accept these Terms and Conditions (Terms); and that you have the legal capacity to enter into a legally binding agreement with us. (c) You must not place an order for Goods unless you are at least 18 years old.

2. Orders (a) You may order Goods from us (Order). Any Order placed by you is an offer to purchase the Goods for the price notified (including the delivery and other applicable charges and taxes) at the time you place the Order. (b) We may, at our absolute discretion, accept or reject an Order. We will endeavour to notify you of rejection at the time of the Order or within a reasonable time thereafter. (c) Each Order that we accept results in a separate binding agreement between you and us for the supply of Goods in accordance with the Terms. (d) It is your responsibility to check the Order details and confirm the accuracy of all aspects of the Order, including the description of the Goods set out in the Order, the pricing, and your contact details before you submit your Order to us. (e) When your Order has been confirmed, we will provide you with an order confirmation, which may include an invoice with an order number, the delivery and billing addresses and a description of what was ordered. (f) If you request to cancel your order after we have accepted the Order - and we accept that request - you will be liable for any costs that we have incurred, or that we cannot recover, as a result of that cancellation. In addition, if the Goods are products or goods that we do not generally stock and we ordered from our suppliers on your behalf, or if they are custom-sized goods or products, your Order cannot be cancelled and you must pay us the full price for the Goods as a debt due and payable. In certain circumstances, at our discretion, if the Goods are goods or products in stock, we may allow you to cancel the Order, however any deposit paid will not be refunded.

3. Samples and aesthetics of Goods (a) At our discretion, we may provide samples of certain Goods (tiles, pavers or slabs). If we offer samples, you may select up to 3 tile or paver samples. (b) We do not charge you for samples, however, you must pay for the delivery charges, which are determined at the time of ordering (subject to change at our discretion). (c) Our sample sizes are up to 200mm x 200mm. You do not have to return the sample to us. (d) You agree that no two pieces of stone will be the same. You also agree that if you re-order Goods after an initial or subsequent Order, there may be aesthetic variations between earlier and later supplied Goods. Subject to your rights under the Australian Consumer Law, we accept no responsibility in respect of any minor variations between samples and the actual Goods you purchase. (e) In respect of Goods that are slabs, we encourage you to view at our Showroom and select the slab that you want. You agree that, to the extent permissible at law, you cannot seek any remedy or return such Goods in the event that you decide, having selected your slab,

that you do not like the aesthetics or stone characteristics of the slab Goods provided or that you have any other issue with the slab Goods (other than one for which a remedy under the Australian Consumer Law applies or as expressly provided herein). You acknowledge that where you choose not to personally inspect and choose slabs, you will not make any claim in respect of dissatisfaction with aesthetic elements and not that received Goods may differ in appearance to any samples received, or any representations in catalogues and the like, whether in print or on-line.

4. Price and payments (a) You must pay us the purchase price of the Goods that you order, plus any Australian GST and applicable delivery costs as advised by us (the Price) in accordance with this clause. All amounts are stated in Australian dollars and are inclusive of Australian GST (where applicable). We display delivery costs separately from the price of the Goods. (b) If you place your order on our Site, you must pay the Price upfront at the time of purchase. If you purchase by telephone, by email or in a Showroom, we may allow you to pay a deposit with the balance payable when the Goods are ready for collection or dispatch in accordance with the invoice we issue to you or we may require you to pay the price upfront. Only once the Price has been paid in full will we provide you with the Goods. (c) You must make payment for the Goods in cash, by cheque (if we authorise you to pay by cheque), by credit card (excluding American Express) or by any other payment method agreed by us. (d) Payment is only received by us when we receive cash or when the proceeds of other methods of payment are credited and cleared in our bank account. (e) If you fail to pay any invoice in accordance with clause 4(b), we may suspend the provision of any Goods under it until we receive payment. If you dispute an invoice or any part of the invoice, you must notify us of your dispute in writing within 7 days of the date of our invoice, setting out full details of your dispute, and you must pay any undisputed portion of the invoice as set out in clause 4(b). (f) If full payment has not been made against an invoice as set out in the Terms, we may (at our absolute discretion) immediately cease supplying Goods to you and/or charge you interest on the outstanding payment at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 5% per annum, calculated daily and compounding monthly. (g) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. In the absence of fraud or mistake, all payments made are final. If you make a payment by debit card or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the Price.

5. Availability and cancellation (a) All Goods and Orders are subject to availability. We do our best to keep products in stock and use reasonable endeavours to source any Orders from our third-party suppliers. (b) We reserve the right to cancel, at any time before delivery and for whatever reason, an Order that we have previously accepted, including where there is a considerable delay in dispatching your Order, or for any reason we cannot supply the Goods in your Order (for example for an event beyond our reasonable control). We will contact you using the details you provided when you placed your Order. You may choose to receive a refund or a store credit or to place your order on backorder. If you choose a refund or store credit, any delivery costs you have

paid for the Goods will be refunded to you. If you choose to place your Order on backorder, we will contact you to arrange delivery or collection once the Goods are available.

6. Delivery, collection, title and risk (a) it is our preference that you arrange for collection of Goods from our premises. Where you request and we agree to provide delivery of any Goods, we will deliver the Goods, ourselves (using a subcontractor) we may refer you to a third-party delivery provider, to deliver the Goods the delivery address you provide when placing your order. You agree and acknowledge that except where we ourselves deliver or use our own subcontractor, any agreement for such delivery will be between you and the third-party delivery provider and we do not accept liability for any loss or damage caused by or during the delivery. (b) Delivery costs (being our charges or those of our engaged subcontractors) will be advised by us when you place your Order and/or included in any applicable quotes. (c) You acknowledge and accept that any projected date and our time for delivery notified by us, or our delivery partners, for the delivery of the Goods is an estimate only. Delivery of the Goods may be subject to, or impacted by, third-party providers, including but not limited to our delivery partners and the supplier of the Goods ordered. We accept no liability for any loss, damage or claim made in respect of a delay in the delivery of any Goods which is beyond our reasonable control. (d) If you need to change the delivery date or delivery address, please notify us immediately in writing. (e) We may, at our sole discretion, require you to sign for any Goods which are delivered. If we require such signature, and neither you nor your authorised representative is at the delivery address to accept delivery, we may either leave the Goods at the delivery address or return the Goods to the nearest Showroom, and you will need to collect the Goods from the Showroom or pay for redelivery of the Goods. (f) You must ensure that clear, safe access is provided at the delivery address for the Goods, which is free from harm or risk to safety when the Goods are delivered either by us, or our delivery partner. If the party delivering the Goods deems it to be unsafe to deliver the Goods, they may, at their sole discretion, decline to deliver the Goods at that time, and you will need to pay for the redelivery of the Goods when the delivery address has been made safe. (g) Title to the Goods will remain with us or our supplier until you have paid us the Price in full in accordance with the Terms. Until the title passes, you must not do anything which seeks to create an encumbrance, lien, charge or other interest in or over the Goods. (h) If we (including our subcontractors) are delivering the Goods to you, risk in the Goods will pass to you immediately upon delivery of the Goods to the delivery address. Once risk in the Goods passes, you will be solely responsible for them. To the extent permissible at law, it is your responsibility to take reasonable steps to confirm that the Goods delivered are complete, undamaged or are otherwise supplied in accordance with the Order before you accept delivery of the Goods. (i) If you are collecting your Goods from one of our Showrooms, or are engaging a third party to do so, we will contact you when your Order is ready for collection using the contact details you provided when placing your order and advise you of a nominated collection date or dates. All Goods must be signed for either by yourself or your authorised representative. If for any reason you or your authorised representative are unable to collect your Order on the nominated collection date(s), you must contact us to arrange another collection time. You will be charged a \$50.00 storage fee billed weekly, per pallet. crate. case or slab, if the Goods are not

collected within 30 days of us notifying you of their arrival at our premises, unless otherwise agreed in writing by us. (j) Where you collect Goods yourself or through a third party you engage, risk passes to you once you or the third party receives the Goods and places them in a vehicle or trailer (etc) and thereafter you assume all risk for any loss or damage caused. Delivery to a third party nominated by you is deemed to be delivery to you, and if the third party damages the Goods in transit, you are still required to pay for the Goods. (k) You acknowledge that we may object to and prevent the loading of Goods onto vehicles if in our reasonable opinion doing so may contravene road/weight regulations. (l) You acknowledge that delivery may occur in separate instalments.

7. Returns and Refunds (a) We do not accept returns or give refunds for change of mind reasons, nor for reasons such as minor discrepancies in appearance from samples (especially with stone products), subjective dissatisfaction with aesthetical issues not caused by defects, nor where you or a person other than us (or our subcontractor) has caused a defect or problem with or damage to Goods. (b) Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. If you are a consumer under the Australian Consumer Law, our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms. (c) Where you return the Goods to us to seek a remedy under the Australian Consumer Law remedy, in most situations, you will need to cover any associated costs (for example delivery costs) of you returning the Goods to us (subject to (d) below). In certain circumstances, where the Goods are too bulky, too heavy or too difficult to move, we may be responsible for the collection of the Goods. (d) Where you return Goods to us under circumstances where we are required to accept them pursuant to the Australian Consumer Law, we will refund your return delivery costs and, depending on the failure, either dispatch new or repaired replacement Goods or refund you the price of the relevant Goods. (e) If you request to cancel an Order during the 30- day period following placement of your Order, and if (at our discretion) we accept your request, a restocking fee of 20% of the total purchase price will be applied and the balance of the initial deposit refunded. Where you seek to cancel an indent order you will forfeit your total deposit.

8. Distribution or transformation of our Goods (a) If you purchase our Goods the purpose of resupply (in an altered form or condition or to be incorporated into other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land, the following clause applies to you. (b) Without limiting and in addition to any other obligation under these Terms, you agree to: not do anything that may adversely affect our goodwill, brand or reputation (or that of the Goods); comply with all guidelines and procedures made available to you by us in relation to the distribution or transformation of the Goods; obtain, and provide to us,

any access, consents, approvals, permits, licences and assistance (including information or documentation) necessary to enable us to comply with our obligations under these Terms or under any laws; immediately inform us of any issues, concerns or matters which may (directly or indirectly) adversely affect our reputation or brand (or that of the Goods), including where you have become aware of a Good being defective, and cooperate with, and assist, us to respond to, or rectify or remedy, any such issues, concerns or matters; and not make or offer any warranty or guarantee, or make any representation, in relation to the Goods, other than those warranties, guarantees or representations expressly stated in the material provided by us. (c) If the Australian Consumer Law applies to us as a manufacturer, nothing in these Terms excludes your rights under the Australian Consumer Law. You agree that our liability for any Goods is governed solely by the Australian Consumer Law and these Terms. Despite anything to the contrary, to the maximum extent permitted by law: if you re-supply the Goods to a consumer (as defined under the Australian Consumer Law), you may only commence a claim against us under the Australian Consumer Law within 3 years after the earlier of the date you received payment with respect to the Goods from a consumer or the date on which a consumer commenced proceedings against you for the Goods; and if the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our maximum aggregate liability to you for the Goods will be an amount equal to the lowest of the cost of: replacing the Goods; obtaining and supplying equivalent Goods; or having the Goods repaired. (d) Subject to your rights under the Australian Consumer Law, we exclude all express and implied warranties, and all material, work and services (including the Goods and any advice provided) is provided to you without any warranties of any kind, either express or implied, whether in statute, at law or on any other basis. (e) This clause will survive the termination or expiry of these Terms.

9. Quality of Goods and Natural Stone Goods (a) You acknowledge that our natural stone Goods are subject to variations in colour, grain structure and veining. (b) When ordering Goods, while our staff can assist in providing estimates for recommended quantities, these estimates will be approximate and for guidance purposes only and should not be relied on. You are solely responsible for verifying and ensuring the accuracy of the quantities of Goods you require. We recommend you seek independent advice prior to ordering Goods.

10. Installation and laying (a) You should inspect the Goods you receive for any obvious visual defects prior to laying them, so that you can notify us and we can determine whether you have a right to a remedy. Once the Goods have been laid, and subject to your rights under the Australian Consumer Law, we will not be liable for any Goods with obvious visual faults. (b) We recommend that our natural stone Goods only be laid by experienced licensed stone fixers and that you seek advice from a qualified person about the installation of our Goods. Before proceeding with the laying of slabs, we strongly recommend you seek independent expert advice to ensure the correct materials, techniques, and safety measures are employed for your specific project. This will help you achieve the best results and avoid potential issues. If the person installing/ laying Goods () is not experienced, your Goods may be damaged. Subject to your Australian Consumer Law rights, we will not be liable for any damage or breakage to

Goods after they leave our premises (including during the laying of the Goods) or for any loss you incur as a result of such damage or breakage. (c) We may provide you directly or through our Site with contact details of third-party stone fixers to lay your natural stone Goods. The provision of their details does not constitute a recommendation or endorsement by us of those tradespeople nor a recommendation that you to seek their advice or to use their services. We make no representation or warranty about the third-party advice or provision of services, and we disclaim all responsibility and liability for the third-party advice or provision of services or failure to advise or provide services. (d) Natural stone Goods should not be cleaned with acid or acid-based industrial cleaners. It is recommended that you seek advice on all cleaning needs. (e) Due to the different composition of natural stones and tiling surface areas it is recommended that you seek advice on the application process from a tile adhesive expert. (f) We recommend that you seek advice on presealing and sealing aspects of natural stone. (g) Hints for stone installation before installation: Stone tiles are often packed into crates very tightly, are wet at the point of production and may have some residue from the various finishing processes employed. Because of this, it is recommended that stone tiles are washed and are allowed to dry completely before every stage of the installation process. They will often lighten in colour as they dry. Tiles must be dry prior to installation as any unusual tonal markings can be placed in less visible areas. At the point of installation always ensure that stone tiles are mixed to ensure consistency in the distribution of any such variation. This will mean opening all crates or pallets of materials supplied prior to installation. Minor damage such as edge chipping is often caused in packing or unpacking tiles and should be expected, it is deemed normal practice for these to be used as cuts (e.g. corner tiles) during the installation. Un-calibrated stone tiles need to be graded prior to installation; the thicker tiles will dictate the floor level and should be installed first with thinner tiles being bedded up with an appropriate large format floor adhesive. Dimensions listed are notional as a slight variation in size and thickness can occur with most stones. All backgrounds to be tiled should be flat, level, clean, dry, and free of dust, grease and any loose material. Make sure that you have discussed your requirements fully with your stone fixer and that they are familiar with the product to be fixed and your site. Lighting on-site during fixing should be as similar as possible to that which will be present in the final situation. (h) Adhesive: All Stone tiles must be solidly bedded, with 100% adhesive coverage; cement or gypsum-based tile adhesives are the most appropriate for this. Some travertine or large format tiles may have to be 'buttered' with adhesive on the back in order to ensure complete adhesive coverage. We do recommended back-buttering all pavers. Tiles should occasionally be lifted during the laying process to ensure that sufficient compaction and full bed adhesion is being used. Fast setting adhesives are advisable so that the moisture disperses quickly from the stone. This helps to prevent various reactions that could be caused by the moisture retention of the tile. Some tiles require the use of specific adhesives to ensure problem-free fixing; please speak to us in order to obtain the best advice for your specific circumstances. Light coloured materials generally require fixing with white adhesives to prevent possible discolouration within the body of the stone itself and also to prevent the shadowing effect associated with light coloured materials. Flexible adhesives, combined with further substrate preparation, are required when the substrate is wood or floor. For uncalibrated stone tiles, the appropriate Large Format Floor Adhesive should be used to accommodate the variation in tile thickness and the

associated increase in the adhesive bed. This will be most noticeable if laying a mix of sizes in an uncalibrated material. (i) Grouts and silicone: Grout joints should be in place to allow for any movement of tiles and should be a minimum of 3mm; it is not possible to 'butt-joint' tiles with the exception of split face feature walls materials which are designed to be fitted this way, although some grouting may be required, depending on the site. Stone tiles with a textured surface tend to have grout joints of 6-10mm, whereas smoother honed and polished stones can be jointed at about 3- 5mm. The width of the joint selected should be sufficient to accommodate any variation in tile. When fixing a mix of sizes such as French patterns, the grout gap will vary in width due to the layout of the tiles in the pattern. Grouts are available in a variety of colours. Your choice of grout colour will also have a bearing on the colour of adhesive required as a grey adhesive may shadow through a light grout. Grouting should not take place for at least 12 hours after the tiles have been laid. Grout joints should be completely clear of any building dust or residue. 'Slurry' grouting with the appropriate colour with grout fortifier is necessary with unfilled travertine, some limestone and occasionally with other tile types, to fill naturally occurring pits. Any grout residue on the surface of the tiles should be wiped off as part of the grouting process and it is recommended to perform an intermediate clean. Any grout residue left on the surface may prove difficult to remove if left for too long. All stone tiles should have an initial sealant coat after fixing but prior to grouting as some tiles may absorb pigments from the grout. Heavily pigmented grouts may be subject to efflorescence as the salts which hold in the pigmentation are released as part of the drying. All silicone used must be non-acid cure brands.

11. PPSR (a) If at any time, we retain legal title or ownership in the Goods under clause 6(g), you agree that: The Terms are a security agreement; This clause creates a security interest in all present and after-acquired Goods; We are a secured party relating to the Goods and any proceeds of the Goods, and we may register our security interest under the PPSA Law; We may, by notice to you, require you to take all steps we consider necessary to ensure our security interest in the Goods and proceeds of the Goods is enforceable and to perfect, or better secure our position as first ranking security; You must comply with a notice from us under this clause at your cost; You must promptly inform us of any change to the information that you provide to us under this clause; and We are not obliged to give any notice or provide copies of any documents under the PPSA Law (including notice of a verification statement) unless the notice is required by law and cannot be excluded. A term that is in italics in a clause has the meaning given in the PPSA Law. PPSA Law means the Personal Property Securities Act 2009 (Cth) (PPS Act) and regulations made under the PPS Act, as amended from time to time, and any amendment made to any other legislation as a consequence of the PPS Act.

12. Limitations (a) To the maximum extent permitted by law, and without limiting your rights under the Australian Consumer Law: our maximum aggregate liability arising from or in connection with the Terms (including the Goods and/or the subject matter of the Terms) will be limited to, and must not exceed the portion of the Price paid by you to us for the Goods the subject of the relevant claim; and we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of

savings (including anticipated savings), loss of reputation and/or loss of use, whether under the statute, contract, equity, tort (including negligence), indemnity or otherwise. For the avoidance of doubt we will not accept claims for liquidated damages. (b) Despite anything to the contrary, to the maximum extent permitted by law and subject to any rights you may have under the Australian Consumer Law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any: loss of, or damage to, the Goods, or any injury or loss to any person; failure or delay in providing the Goods; or breach of the Terms or any law, where caused or contributed to by any: (i) event or circumstance beyond our reasonable control; or (ii) act or omission of you, your related parties or any party you use to assist you in delivering, collecting, laying, installing or otherwise using the Goods, and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Goods.

13. Privacy (a) We collect personal information (as that term is defined in the Privacy Act 1988) about you in order to contact and communicate with you, to respond to your enquiries, to process and dispatch your Orders and for other purposes, you give us express permission for, including in accordance with our privacy policy. If you do not provide this information, we may not be able to provide our Goods to you. (b) We may disclose personal information to thirdparty service providers who help us supply and deliver the Goods to you (including our delivery companies, inventory management software, information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia (in the United States of America) in accordance with our privacy policy (c) By providing personal information to us, you acknowledge we will collect, hold, use and disclose your personal information in accordance with these Terms and our privacy policy. 14. General (a) Disputes: Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause). (b) Notices: Any notice given under these Terms, if to us, must be in writing addressed to us at the details set out below or, if to you, at the details provided when you submitted your Order. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email. (c) Force Majeure: We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control, including but not limited to, any natural disaster, terrorism or war or an epidemic, pandemic or government sanctioned shutdown. (d) Waiver: Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing. (e) Relationship of parties: These Terms are not intended to create a partnership, joint venture or agency relationship between the parties. (f) Photographs: If you provide us with photographs of the Goods including via email or by tagging us on social media, you consent to us publishing such

photographs and details (including but not limited to your name, location and date) for our marketing purposes including on the Site and social media. (g) Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions. (h) Assignment: Neither party may assign any rights or obligations under these Terms, whether in whole or in part, without the prior written consent of the other (i) Entire agreement: The Terms contain the entire understanding and agreement between you and us in respect of their subject matter. (j) Amendment: We may, at any time and at our discretion, vary these Terms by publishing varied Terms on the Site. Prior to placing an Order, we recommend you carefully read the version of the Terms that are in effect at that time to ensure you understand and agree to them. For any Order that has been accepted by us, the Terms that apply will be the ones that were in effect (and which you agreed to) when you placed your Order. (k) Governing law: These Terms are governed by the laws of Victoria, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

14. Goods containing crystalline silica (silica) You acknowledge and agree that we only supply Goods, and have no responsibility for your use of the Goods. If you (whether by yourself or through any third party) cut, install, crush, drill, polish, saw, grind, or otherwise handle any Goods containing crystalline silica (silica), including, but not limited to, sand, stone, concrete and mortar and composite stone used to fabricate kitchen and bathroom benchtops, bricks, tiles and some plastics, doing so can generate dust particles that are small enough to lodge deep in the lungs and may expose you and others to the risk of injury including, but not limited to, illness or disease including silicosis. To the maximum extent permitted by law, you waive and release us from all responsibility and liability arising from or connected with your use of the Goods. It is recommended that you obtain your own independent instructions and advice as to how to safely use the Goods.

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