

**DISCLAIMER - NATURAL STONE PRODUCTS**

**NATURAL STONE DISCLAIMER**

**General**

All natural stone products are a gift of Mother Nature. As a result, it is an inherent characteristic of all these natural formed product/products that there will be variations in colour, shade, pattern, veining and texture. The stone may also have pits, fissures and fragmentation which are not apparent in samples or in previous installations.

Natural stone is porous and the level of porosity will vary from one stone to another. Regardless the level of porosity, staining will occur if the stone is not sealed and protected correctly at the outset. The Benchtop Factory (**TBF**) expressly excludes all responsibility and liability for any staining or damage caused or partially caused, or contributed to, by inadequate sealing or inappropriate sealing products/methods.

Despite taking all reasonable precautions, TBF cannot and does not warrant that any natural stone will match the characteristics of samples inspected at the factory / showroom or installed in other projects. In addition, natural stone products are ordered by batch and are generally cut from blocks quarried at similar times in similar locations. For this reason, later orders of the 'same' product are likely to exhibit more varied characteristics than products ordered with the same batch. By reason of the above matters, TBF cannot guarantee any particular characteristic of any natural stone product. No claims in relation to natural variations including any 'failure' to match samples will be entertained by TBF, nor will natural lines or fractures.

Further conditions in relation to any product supplied by TBF are set out in TBF's Terms and Conditions of Sale which apply to all orders placed.

**Transportation and delivery**

TBF's responsibility ceases upon dispatch from TBF's factory. Most damage to natural stone products occurs during transportation and TBF strongly recommends that transit insurance be obtained and that reputable carriers be engaged.

**Installation, Sealing & Maintenance**

**NATURAL STONE MUST BE SEALED**

The installation and care of any natural stone product, including the sealing of the product (depending on application) and subsequent maintenance is essential to the robustness and longevity of the product. It is essential, particularly for natural stone products, that competent installers be engaged. Hence TBF does not warrant any other installer's workmanship unless they are from TBF.

**COMPETENT INSTALLERS WITH EXPERTISE IN QUALITY SEALING MUST BE ENGAGED**

All Natural Stone, Terrazzo and porous products must be sealed appropriately. We recommend seeking the services of a professional company who are experts in sealing.

NOTE: A failure to engage competent sealing professionals may void any warranty otherwise available.

**Acceptance of disclaimer**

This disclaimer is to be read in conjunction with and forms part of TBF's Terms and Conditions of Sale when any order for natural stone is placed. By placing any order the Purchaser agrees that it/he/she has read and understood the disclaimer terms and agrees to be bound by them.

By placing its order, the Purchaser confirms that it:

1. has read and understood this disclaimer
2. has had the major risks relevant to purchasing and installing natural stone products adequately explained; and
3. authorizes TBF to procure and deliver and install the natural stone product cognizant of all such risks.
4. has viewed the slabs physically and confirm that they are fit and proper for fabrication and installation; and accepts that there may be some imperfections in the actual stone due to the inherent nature of natural stone.

**Deposit**

The Purchaser also agrees to provide a deposit in the amount of 50% of the total cost of the order (including GST), which will be held by TBF and applied in reduction of the final supply invoice issued by TBF to the Purchaser in respect of the relevant order.