

TERMS & CONDITIONS

QUOTE DETAILS

Please check all details listed in the quote prior to confirmation of the order.

VALIDITY

Quotes valid for 30 days (or as noted) at which point we reserve the right to review.

We reserve the right to amend our quote if any changes are made before, during and after processing / installation.

Breakdown prices are not valid if parts are added or removed from the project scope.

CONFIRMATION

Acceptance of the quote must be received in writing.

PAYMENT TERMS

SLAB SUPPLY

Confirmation of order to be accompanied by 50% deposit. Balance payment due prior to collection or at 30 days from deposit whichever comes first.

Collection of goods is to be made within 30 days of balance (maximum 60 days from deposit).

Storage charges will apply from \$1.00 + GST per slab per week thereafter.

TILE SUPPLY

Confirmation of order to be accompanied by 50% deposit. Balance payment due prior to collection or 30 days from deposit whichever comes first.

Collection of goods is to be made within 30 days of balance (maximum 60 days from deposit).

Storage charges will apply at \$1.00 + GST per square meter per week thereafter.

SUPPLY, MANUFACTURE & INSTALLATION (NON-ACCOUNT HOLDERS)

Confirmation of order to be accompanied by 50% deposit. Balance payment due prior to delivery / installation.

Client can inspect finished goods at Apex Stone as proof of completion prior to balance payment.

SUPPLY, MANUFACTURE & INSTALLATION (ACCOUNT HOLDERS)

Confirmation of order to be accompanied by 30% deposit. Progress claims made on the 25th of each month.

Payment due strictly at 30 days from the end of the month of invoice.

Credit subject to adherence to terms and conditions including credit limit and due dates.

RETENTION

We do not accept withholding of retention unless the original contract sum exceeds \$100,000 excl. GST and formalised in a written and executed contract.

LIQUIDATED DAMAGES

We are not prepared to accept liquidated damages.

VARIATIONS

SLAB SUPPLY

Apex Stone reserve the right to change the quote price should the client vary the order quantity.



Apex Stone reserve the right to change the quote price for special import based on foreign currency movement.

Acceptance of the variation quote must be received in writing.

TILE SUPPLY

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Acceptance of the variation quote must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (NON-ACCOUNT HOLDERS)

Apex Stone reserve the right to change the quote price should the client request additions, deletions or other modifications to the original scope of works.

Apex Stone reserve the right to change the quote price should the actual on-site conditions differ from the assumptions made at the time of quoting.

Apex Stone reserve the right to charge for additional work complete in the factory or on site outside of the scope of works provided for quotation purposes.

Apex Stone will endeavour to provide a variation quote for approval prior.

When works cannot be avoided charges will be passed on to client for works done at industry rates.

Acceptance of the variation quote must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (ACCOUNT HOLDERS)

Apex Stone reserve the right to change the quote price should the client request additions, deletions or other modifications to the original scope of works.

Apex Stone reserve the right to change the quote price should the actual on-site conditions differ from the assumptions made at the time of quoting.

Apex Stone reserve the right to charge for additional work complete in the factory or on site outside of the scope of works provided for quotation purposes.

Apex Stone will endeavour to provide a variation quote for approval prior.

When works cannot be avoided charges will be passed on to client for works done at industry rates.

Acceptance of the variation quote must be received in writing.

LEAD TIMES

SLAB SUPPLY

Items in stock - lead time 2-3 days from receipt of payment in full required for collection.

Items not in stock - special import orders have varying lead times depending on the point of origin and time of year.

Asia - approximately 10-12 weeks from order confirmed with deposit.

Europe - approximately 12-14 weeks from order confirmed with deposit.

TILE SUPPLY

Items in stock - lead time 2-3 days from receipt of payment in full required for collection.

Items not in stock - special import orders have varying lead times depending on the point of origin.

Asia - approximately 10-12 weeks from order confirmed with deposit. Europe - approximately 12-14 weeks from order confirmed with deposit.



SUPPLY, MANUFACTURE & INSTALLATION

Lead times will vary subject to time of year, project type, material, and other factors.

Lead times subject to materials in stock (refer dates above if not in stock)

Domestic scale projects; standard joinery items **6 working weeks** lead time from approved drawings. Complex joinery items, floor tiling, wall cladding **6 working weeks** lead time from approved drawings. Commercial scale projects; lead times based on the specific project. Note - adherence to lead times dependant on on-site readiness.

WORK HOURS

All quotations are based on normal work hours, during normal work days, during normal work weeks. This is based on the CFMEU Calendar.

Any request / requirement to complete processing and / or installation outside of these hours will be subject to availability and ill incur additional cost.

CONSTRUCTION PROGRAM

SUPPLY, MANUFACTURE & INSTALLATION

We reserve the right to review construction programs.

We will endeavour to work within supplied programs but cannot guarantee we can meet them. Review of program to be ongoing, largely dependent on timing of site measure and approval of shop drawings.

CANCELLATION

SLAB SUPPLY

Cancellation of order prior to collection will incur Administration and re-stocking fee of 10%. Zero returns or cancellation policy for special import orders. Zero returns policy following collection of goods from warehouse. Cancellation of the order must be received in writing.

TILE SUPPLY

Cancellation of order prior to collection will incur Administration and re-stocking fee of 10%.

Zero returns or cancellation policy for special import orders.

Zero returns policy following collection of goods from warehouse. Cancellation of the order must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (NON-ACCOUNT HOLDERS)

Cancellation of the job in full or in part will incur an Administration fee of 10% of the value of the job. We will also charge for works completed up until notification of intent to cancel. Cancellation of the order must be received in writing.

SUPPLY, MANUFACTURE & INSTALLATION (ACCOUNT HOLDERS)

Cancellation of the job in full or in part will incur an Administration fee of 10% of the value of the job. We will also charge for works completed up until notification of intent to cancel. Cancellation of the order must be received in writing.



RETURNS

We are not required to provide a refund or replacement if you change your mind.

Any complaints relating to Apex Stone product must be submitted in writing within 7 days of collection / delivery / installation.

Absolutely no claims will be accepted for any reason after the material is installed.

WARRANTIES

After installation care and maintenance is the responsibility of the client.

In the event after installation service is required, Apex Stone reserve the right to charge a \$400 + GST site inspection fee.

This will be refunded should it be deemed a warranty issue and therefore the responsibility of Apex Stone to rectify.

If not covered by warranty Apex Stone will provide a quotation to complete rectification works.

Payment as quoted must be received in full prior to attendance.

If Apex Stone are unable to quote for rectification works, we may be able to refer you to a third party.

WHAT IS COVERED BY WARRANTY?

We offer our standard warrantee on workmanship and materials - a period of 1 year.

We will pass on any manufacturer's warrantee in relation to materials.

When Apex Stone are responsible for supply only, our warrantee is limited to replacement of product only. This does not include removal or re-installation costs. Absolutely no claims will be accepted for any reason after the material is installed.

WHAT IS NOT COVERED BY WARRANTY?

We do not warrant the performance of stone materials. Stone materials vary, some may be better suited to applications than others.

We recommend suitability testing be conducted at the specification stage of the design.

We take no responsibility for the installation of non-suitable materials in certain applications.

General wear and tear are not covered by warranty. This includes scratches, stains, marks, etching and dullness.

Chipping to the edges of material is not covered by warranty.

Changes in the appearance of material in natural or artificial light are not covered by warranty.

Changes in the appearance of material in external conditions are not covered by warranty.

Changes in the appearance of material in high traffic areas is not covered by warranty.

Changes in the material due to use of non-suitable cleaning products is not covered by warranty.

Open cracks in the material are not a material fault and not covered by warranty.

Cracking is the result of externally induced mechanical stress on the material after installation.

Causes include:

MOVEMENT - e.g. settlement of joinery carcass & substrate WEIGHT - e.g. standing on the benchtop to change a lightbulb TEMPERATURE - e.g. placing a hot pan directly on the stone

Any works/actions that contradict our supplied maintenance manual with void warranty. This includes but is not limited to cleaning, sealing/maintenance, loads on installed finishes etc.



WORKING WITH NATURAL MATERIALS

Stone is a natural material - each piece is unique. Variations in background and features do occur including but not limited to: COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE BASE COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE PRIMARY VEIN PATTERN COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE SECONDARY VEIN PATTERN COLOUR, TEXTURE, DIRECTION & DISTRIBUTION OF THE SECONDARY VEIN PATTERN

We have made no special provision to avoid the following characteristics: RESIN REPAIRED CRACKS AND / OR FISSURES PIN HOLES BRUISING / STUN MARKS BLACK SPOTS (MICA) RESIDUAL FINISHING MARKS TO THE SURFACE No special selection of material has been allowed for unless specifically stated in our quotation.

MATERIAL TOLERANCES

Dimensions listed are nominal. Tolerances with respect to size, thickness, and finish, as per industry standard.

Generally:

SLAB MATERIAL - DIMENSIONS 50mm tolerance

Overall size when dealing with uneven edges / broken corners as per industry standard.

SLAB MATERIAL - THICKNESS +/- 2MM

TILE - THICKNESS +/- 2MM

MATERIAL TESTING

We have not allowed for testing of materials. This includes fit for purpose, slip testing, wear testing, suitability of sealer etc.

SLAB INSPECTION

We do not facilitate individual slab inspections at Apex Stone.

The process of inspecting each slab individually with the client is time consuming, and risks damaging the material due to excessive slab movements.

We encourage clients to visit our warehouse to inspect the available slab material.

Timing of the project, quantity required & material type will determine if we use the inspected slab in the job, or as selection criteria for the project.

If individual slab selection is requested, we can provide our photo nesting service.

For wholesale supply, we encourage the purchaser (stonemason) to inspect the slabs during the loading process at our warehouse.

JOIN LOCATIONS

We reserve the right to amend join locations during any stage of the process.

This includes after site measure and approval of drawings.



Reasons for change include, but not limited to: Nature of the material Performance of the material during machining or masonry Cutout size Distance of cutout from edge Site access Projects in multi-stages Transportation reasons

PHOTO NESTING

Photo nesting has not been allowed for unless specifically stated in our quotation.

Photo nesting process involves taking scaled images of each slab and producing a layout over the site measure drawings.

This will show the client our intentions for the overall look of the project.

Every effort is made to stick to the approved layout. Stone is a natural product and sometimes behaves in an unexpected manner.

If naturally occurring characteristics of the stone deem the original nesting unworkable.

Apex Stone have authority to produce the next best outcome.

Apex Stone retain the right to modify the nesting without notice if deemed necessary.

The price for this service is from $\frac{50}{m^2} + GST$.

MATCHING

No allowance for book-match or vein-matching unless specifically stated in our quotation. There are generally three processes for matching:

NON-MATCHING

Manufacture all required pieces with no matching required. Panels can be cut from any of the assigned slabs, in any direction, without special consideration to matching.

Example: basalt, black granite, cross cut travertine

DIRECTION-MATCHING

Manufacture all required pieces with veining / pattern to be running in one direction. If required and where possible panels installed side by side are cut from the same slab such that pattern aligns.

Where not possible panels cut from slab with pattern in the same direction.

Example: Carrara marble, vein cut travertine, tundra grey

BOOK-MATCHING

Book matching (aka butterfly / mirror / open book) is the process of matching two sequential slabs so that the adjoining surfaces mirror each other like an open book.

(NOTE: not all materials are available in book-matched sequence).

Feature joins to have a book-match, others to follow direction-matching as detailed above.

Provision for single book-match only unless specifically stated in our quotation. Example: Book-matched Calacutta marble



SORTING

We have not allowed for sorting or selecting materials for variations in appearance.

WASTAGE

When we quote to supply, allowance for material wastage has been calculated based on industry standards. Extra wastage of materials due to client rejection or request for special sorting will be charged to the client based on extra material and extra time taken.

REPAIRS - APEX SUPPLIED MATERIALS

Apex Stone reserve the right to repair or 'make good' materials. Including but not limited to:

FIBRE GLASS RODDING

RESIN TREATMENT TO CRACKS / PITS / FISSURES

POLYESTER TREATMENT TO CRACKS / PITS / FISSURES

RE-FINISHING

Unless due to a change in the project design, the cost of repair or make-good will not be passed on to the client.

REPAIRS - CLIENT SUPPLIED MATERIALS

When processing client supplied materials, our quotation is based on the assumption that the supplied material is fit for purpose.

We reserve the right to amend our quote if client supplied material is not to our expectations or as we have assumed.

Apex Stone reserve the right to pass on any costs incurred in repairing or making good. Including but not limited to:

FIBRE GLASS RODDING

RESIN TREATMENT TO CRACKS / PITS / FISSURES

POLYESTER TREATMENT TO CRACKS / PITS / FISSURES

RE-FINISHING

As a result of normal wear and use, resin or polyester fillers may occasionally dislodge and require re-filling as part of normal maintenance.

This applies to both primary (during slab processing) and secondary (during local factory processing) repairs. In the case that supplied material cannot be repaired/made good, procurement of additional or

replacement material to complete the project is the responsibility of the client.

Quantity estimates are estimates only.

Estimates are based on the assumption that the material can yield a certain outcome and that the actual scope of works will be as quoted.

Procurement of additional material or management of excess is the responsibility of the client.

Apex Stone take all care but no responsibility for client supplied materials.

SPARES

We have not allowed for supply of spare materials.

OFFCUTS - APEX SUPPLIED MATERIALS

For projects where Apex Stone have quoted the supply of the material you have been charged for the quantity you require for the project plus some waste.

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Therefore, any offcuts yielded from the slab remain the property of Apex Stone. If we require more material to complete your original scope of works than we estimated, the cost and responsibility to procure additional material lies with Apex Stone.

OFFCUTS - CLIENT SUPPLIED MATERIALS

Apex Stone do not have a facility to store offcuts from client supplied material.

Any offcuts will be disposed of during and at the completion of the job based on job scope.

If you would like to retain the offcuts you must advise Apex Stone before the job commences.

You must provide suitable facility for Apex Stone to pack your offcuts (A frame / pallet / crate). Any additional processing and / or handling of offcuts must be priced and agreed upon before the job commences.

WORKING WITH MATERIALS SOURCED FROM SIGNORINO TILE GALLERY

When Signorino Tile Gallery natural material is specified, our terms and conditions will reflect those provided specifically by Signorino as per below:

"Please bear in mind that we have a non-return policy for natural stones, therefore the client MUST view the slab before it is picked.

Please get back to the relevant sales REP to organise the day and time for slabs viewing. If you don't have time for viewing and you need the material urgently you will have to view the slabs at the pick up time.

Once collected, refunds or returns will not be accepted.

Please make sure the person who picks up the slab is the one you can trust to make the decision."

The statement above implies that:

- 1. Cost of replacement material, due to serious structural fault CHARGED TO CLIENT
- 2. Cost of additional material, due to serious structural fault CHARGE TO CLIENT
- 3. Cost of repair / additional processing, due to serious structural fault CHARGE TO CLIENT

Please note that Apex disagree with Signorino's return policy.

Wholesale suppliers should take responsibility for the structural integrity of the material they sell. Wholesale suppliers should disclose known structural faults prior to purchase, and consider reasonable claims for return / refund / credit for faults discovered after purchase.

When materials are purchased from Apex Stone there would be no additional cost to the client in relation to serious structural defects if apparent.

WORKING WITH MAN MADE MATERIALS

When working with man-made materials including engineered stone, thin sheet porcelain and ceramic tiles, Apex Stone will follow the manufacture & installation guidelines from the supplier of the product.

It is the responsibility of the designer / architect / builder / other trade to ensure they follow these same guidelines when designing the project.

If the design contradicts the fabrication & installation guidelines Apex Stone reserve the right to decline to proceed unless re-designed.

ENGINEERED STONE

Must be processed in line with the manufacturers guidelines.

Must be processed with wet processes, dry cutting, grinding, polishing prohibited due to high silica content.



Re-finishing of the material face or polishing of the back of the stone voids warranty. Repairs to engineered stone are common and do not fall under warranty or warrant replacement.

PORCELAIN

Must be processed in line with the manufacturers guidelines.

Must be processed with wet processes, dry cutting, grinding, polishing prohibited due to high silica content. This product is hard and dense, but brittle, it can chip, crack or shattered more readily than alternatives and is more difficult to repair.

For this reason, we prefer to work with top mount appliances.

When undermount appliances preferred, we advise that the appliance should not be directly fixed to the underside of the porcelain.

Additional substrate support required.

Cutting a 90 degree corner is not warranted, cuts must have a radius, min. size of radius varies by product. Repairs to porcelain are common and do not fall under warranty or warrant replacement.

TERRAZZO

Must be processed in line with the manufacturers guidelines.

The colour of the cement will vary. The colour of the marble or glass or other fill pieces will also vary.

The finish of the material can be pitted, have sections with air holes, missing infill pieces.

Apex Stone have not allowed to re-finish the surface of terrazzo.

Repairs to terrazzo are common and do not fall under warranty or warrant replacement.

FACTORY TOLERANCES

MACHINING LIMITATIONS OF CNC PROFILING (solid blocks)

The degree of finishing of some blocks is limited, particularly where internal corners are required and especially if the profile is undercut.

Some degree of hand-work will be required to take all of the material out of these areas.

We have allowed for 1mm passes by saw or router. The saw blade size is a minimum of 125mm diameter, and the router to a minimum 20mm diameter.

The length of the shaft on the router is limited to approximately 300mm but this may be less depending on the block detail.

We cannot give sharp internals to profiles as we are limited in blade width to approximately 3mm.

If required we can specifically indicate what we can and can't achieve by machine for any specific block, part or profile.

If hand finishing is required this will be priced as an extra over cost to you.

We have not allowed to carve faces, busts, gargoyles, griffins, capitals, finials or other organic shapes.

These areas will be left as a block of stone to be carved by others.

PREPARATIONS FOR STONE WORKS- JOINERY

TEMPLATES

We require templates for all joinery items (horizontal). Templates must be screwed into place to allow for accurate checking.

Templates must be clearly labelled with the joinery reference number.

Any notes from the joiner to be clearly noted on the face of the template.

Penetrations for appliances must be physically cut out of the template.



The type of penetration must be noted on the template. Apex Stone reserve the right to charge for an additional call out to site if / when: Items not ready for measure at schedule appointment date. Additional visit required to re-check items that require amendments to make fit for purpose. Minimum charge for return to site \$200 + GST

APPLIANCES

The type and position of all appliances must be known and decided prior to site measure.

Tap hole positions must be decided prior to site measure and marked clearly on the template.

Apex Stone do not permit on site cutting of tap holes or other penetrations.

Undermount or flush mount appliances must be on site for checking during the measure.

We will need access to appliances for second check measure following stone cutting in factory.

Custom porcelain bowls / basins will vary in size and shape. These must be labelled for each room even if the same product.

No allowance for scribing to the exact shape.

INTEGRATED STONE SINKS

Full support must be supplied by others. Integrated stone sink to be mitre joined at sides, butt join at base. Client to supply suitable plumbing waste unit to Apex Stone before processing can commence.

Assembled integrated stone sink to installed underneath stone benchtop via butt join.

This involves installation of integrated stone sink first (full box support by others), stone benchtop on top, with cut out as per undermount sink.

STONE DRAWER FRONTS

Joinery must be strong enough to support the weight of the stone (hinges / drawer runners). Unless specifically requested our quote does not include the cost of reducing the weight of the stone to suit joinery via reduced thickness or other means.

Our quote is based on factory assembly of stone to drawer fronts / door fronts.

Installation to carcass and minor adjustments by the joiner.

When handling supplied joinery, we will take all care but no responsibility for the items. We will not accept liability or back charges for the cost of damage during transport, handling or stone assembly.

CURVED STONEWORKS

If we have priced to process "curved stone" these are assumed to be faceted from nominal 20mm thick stone unless specifically stated otherwise.

Not carved from solid block.

Supply of suitable water-resistant substrate (i.e. marine ply) manufactured to the requested faceted dimensions of the corresponding stone panels by others.

We will not accept smooth curve substrates; the facets in the substrate must align with the sizes and angles of the stone facets.

Substrate must be fully water tight.

Drawings of required substrate can and will be supplied to the joiner upon request.

When processing "curved stone" for installation on walls rather than joinery, we cannot CNC machine the facets to make smooth, and so the finished look will remain square faceted.



SUBSTRATES

Substrate to be supplied and checked by others. Apex Stone reserve the right to request additional substrate support if required.

Stone is not self-supporting. Substrate must be strong and rigid to prevent any movement or flex in the stone.

Particular attention should be paid to the support required in front of appliance cut outs.

Generally, any overhang more than 200mm requires both a full joinery substrate and additional support in the form of metal frame / bars / bracket.

Apex Stone can provide advice based on knowledge and experience working with natural stone, but the engineering & design is the responsibility of others.

PREPARATIONS FOR STONE WORKS- WALLS

We have excluded all wall preparations unless specifically stated in our quotation.

Preparation of suitable wall substrate by others. Preparation of secondary steelwork and / or additional support structure as required by others.

SET OUTS

Set out points, grids, datums by others. We will complete set out only as required for our own works.

GENERAL WALL SUBSTRATE REQUIREMENTS

Within suitable tolerance as per Australian Standards.

Must be suitable to support the weight of the stone. (20mm thick approx. 60 kgs / m2, 30mm thick approx. 90 kgs / m2)

Examples of wall cladding substrate: CEMENT SHEETING / MDF / PARTICLE BOARD / STEEL STRUCTURE Adhesive & Mechanical fixing:

Must be suitable for stone to be adhesive fixed to substrate (generally 3-5mm allowance for glue/epoxy). Must be suitable for additional mechanical fixings as required (e.g. screws).

Must not be paper lined or similar that may come away with the weight of the stone. NOT PLASTERBOARD. Full Mechanical fixing:

If pin fixed to concrete, blockwork or steel, the maximum cladding zone is 60-80mm.

The minimum cavity behind stone is 20mm, preferred design to incorporate 30mm cavity behind stone for mechanical fixings (e.g. brackets).

WATERPROOFING

We have excluded all waterproofing / tanking / flashing unless specifically stated in our quotation.

As per Australian Standard (AS 3740-2010) & The Building Code of Australia.

Generally, to shower walls and behind vanities. The waterproofing membrane must be compatible with cement-based adhesives.

PREPARATIONS FOR STONE WORKS- FLOORS

We have excluded all floor preparations unless specifically stated in our quotation. Preparation of suitable sub-floor by others

GENERAL SUB-FLOOR REQUIREMENTS

Within suitable tolerance as per Australian Standards. Generally, must not vary more than 2mm over a 3m straight edge.



Must be suitable to support the weight of the stone (20mm thick approx. $60 \text{ kgs} / m^2$, 30mm thick approx. $90 \text{ kgs} / m^2$) and required dead and live loads.

We take no responsibility for the structural adequacy, latent defects, or their possible consequential effects, of base surfaces provided by others.

Structural load capacity of the finished paving may be limited by the design of the base and/or sub-base surfaces.

We take no responsibility for materials laid on waterproof membranes or other non-cement-based materials or where underfloor heating is installed.

Examples of sub-floor:

MORTAR BASE (SAND / CEMENT MIX) * - standard 50mm set down for 20mm stone, maximum 80mm

*Mortar additives excluded unless specifically stated in our quotation.

Adhesive fixing:

Within suitable tolerance as per Australian Standards.

Screeds by others must be structurally sound and free of defects.

Correct set down for thickness of stone and adhesive (approx. 5mm). Further set downs for entry mating / adjoining floor finishes by others.

Additional build up if required by others. Preparation of sub-floor (grinding / scabbling / demolition) if required by others.

Bases provided by others for tiling must not vary more than 2mm over a 3m straight edge.

Apex Stone reserve the right to reject floor preparations by others.

SET OUTS

Set out points, grids, datums by others. We will complete set out only as required for our own works.

WATERPROOFING

We have excluded all waterproofing / tanking / flashing unless specifically stated in our quotation. As per Australian Standard (AS 3740-2010) & The Building Code of Australia generally, to shower floors, hobs, & upper levels.

The waterproofing membrane must be compatible with cement-based adhesives. Fitting of drain pits by others if applicable

SOUND PROOFING & ACOUSTIC UNDERLAY

We have excluded all sound proofing & acoustic underlays in our quotation.

UNDERFLOOR HEATING

We have excluded all underfloor heating unless specifically stated in our quotation. To be laid by others.

Must not compromise allowance for stone/tile installation.

All care will be taken while laying stone on top of heating coils/mat. We accept no responsibility for any damage caused before/during/after stone installation.

In some cases, underfloor heating can cause delamination of stone flooring.

We use appropriate adhesives and installation methods but are not responsible if this occurs.

TACTILE INDICATORS

We have excluded all tactile indicators unless specifically stated in our quotation.



SHOWER BASES

If shower bases are to be installed with restricted access – i.e. walls, plumbing fittings etc – we reserve the right to include additional joins in the stone.

Alternatively, we can assess the specific set up at the time of site measure to determine if the shower base can be installed in a large piece.

If it is possible, provision of suitable winching point is required for Apex to attach our lifting equipment.

Set up of this winching point to be completed by others.

As a general rule, Apex will not interfere with the structural integrity of the building in any way. We are not responsible for any cost associated with setting up the winching point or other preparations for our lifting equipment.

PREPARATIONS FOR STONE WORKS- STAIRS

We have excluded all stair preparations unless specifically stated in our quotation. Preparation of suitable sub-floor by others.

SET OUTS

Full set out of stair treads by others. Set out points, grids, datums by others. As builts of subfloor excluded. Set out of each tread to be marked on site by others.

GENERAL STAIR REQUIREMENTS:

Finished stair tread heights and riser position for each step to be set out and clearly marked by others as per Australian Standards.

We have allowed for direct adhesive fix of stair treads and risers.

Allowances for approx. 5mm of glue plus the thickness of the stone.

We have allowed for stone riser to be installed under stair tread to facilitate on site adjustments to level. Mitre joins of tread & riser excluded. For curved stair treads we have allowed for client to supply templates of each tread for onsite checking.

Templates must be produced from rigid material and as close to the finished size and angle as possible. Access to AutoCAD drawing preferred.

NOSING - STAIR TREADS

We have excluded all special stair nosing details unless specifically stated in our quotation.

This includes both tactile & visual contrast requirements.

APPROVAL FOR PRODUCTION

Following site measure Apex Stone will provide shop drawings for client approval.

If we have completed the template check and on-site measure, we are taking responsibility for the correctness of the dimensions.

It will be the client's responsibility to clarify / confirm any details unknown at the time of measure, sign off the join locations, material type and finish.

Apex Stone reserve the right to determine the location of joins.

We take into consideration the original design intent, the size of the slab material, the suitability of the material, and the site access.

DELIVERY / INSTALLATION

ACCESS TO SITE

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Apex Stone have quoted delivery to the project address if known at the time of pricing. If location is not provided, we have assumed site is within the current MFB zone. Travel allowances such as fuel, accommodation, meal and overtime labour, to be quoted if applicable. Unless otherwise stated delivery only means to kerbside. Cartage of goods to worksite by others. Car parking free and accessible. Access for standard tray truck delivery. Clear access from delivery loading area to work-face suitable for mechanical / wheeled movement. Unless otherwise stated installation is to ground floor only. If not ground floor builder must provide access to goods lift / builder's lift / alimac or similar. Internal dimensions of lift must accommodate A frames loaded with stone panels. No provision for cartage of goods (stone panels, tiles, consumables, tops etc.) upstairs manually. Hoisting to upper levels by others.

GENERAL CONDITIONS ON SITE

Non-union site. Normal working hours. If processing or installation required outside of these hours, we reserve the right to re-price.

No restrictions to noise or other works during normal working hours.

Works handed over progressively as completed. Facilities provided by others including - power, water, amenities, first aid, rubbish bins etc.

Protection from weather by others.

ABSORPTION RATE / POROSITY OF NATURAL MATERIAL

Apex Stone will use products during manufacture and installation designed to be compatible with natural stone.

These products have been used extensively in the industry.

A more porous stone will absorb more liquid in comparison to a less porous stone.

This applies to the products used to fabricate, install, seal and maintain the stone.

Absorption, bleeding, or leaching, is out of our control and does not fall under warranty.

NATURAL STONE SEALERS

Apex stone have excluded the application of sealer to natural stone unless specifically stated on our quotation.

REFERENCE: http://www.asaa.com.au/index.php/asaa-launches-sealer-guide/

There are generally two types of sealer:

IMPREGNATING SEALER

Penetrates into the surface of the stone. Helps to reduce the immediate penetration of coloured liquids, solutions and oils.

Spills must be wiped up as they occur. The longer spills are left on the surface, the higher the risk that damage may occur.

Will not protect against scratches, scuffs and wear. Will not protect against acid etching (calcareous stone types).

Generally, these sealers do not alter the appearance of the stone.

However, there are varieties available that are designed to alter the appearance of the stone i.e. Enhance formula.

PRICE:

Will vary based on the material type & selected product.



MAINTENANCE:

Re-application may be required. Care & maintenance as per manufacturers guidelines, stone type, and application.

TOPICAL COATING

Is a product that forms a protective barrier or coating on the top surface of the stone.

May protect against stains from spills of coloured liquids, solutions & oils. May protect against scratches, scuffs and wear.

May protect against acid etching (calcareous stone types). Generally, these sealers will alter the appearance of the stone.

PRICE:

Will vary based on the material type & selected product.

This is not a service provided by Apex Stone. Specialist contractor to be engaged by the client at the client's expense.

MAINTENANCE:

Re-application may be required. Care & maintenance as per manufacturers guidelines, stone type, and application.

GROUT

Apex Stone exclude grouting of tile and stone unless specifically stated in our quotation. When grouting is included, we will generally use:

MAPEI ULTRACOLOUR PLUS GROUT

https://www.mapei.com/au/en/products-and-solutions/products/detail/ultracolor-plus

MAPEI KERACOLOUR FF GROUT

https://www.mapei.com/au/en/products-and-solutions/products/detail/keracolor-ff

Apex Stone reserve the right to select the colour and type of grout. The client may nominate their preferred colour from our selected range.

No re-finishing(/honing) of in situ grout/joins unless specifically noted in the above quote

TRIMS

Apex Stone exclude trims to tile and stone unless specifically stated in our quotation.

When trims are included, we will generally use:

B.A.T. TRIMS ALUMINIUM ANGLE

https://www.battrims.com/aluminium-angle

Stainless Steel, Brass and other metal alternatives are available, but may incur a higher cost.

CAULKING

Caulking is a specialised trade. Caulking involves all finishes, not just stone.

It is common for the builder to engage a specialist caulker to complete all areas of the home.

Apex Stone exclude caulking of tile and stone unless specifically stated in our quotation.

When caulking is included, we will generally use:

MAXISIL N NEUTRAL CURE SILICONE

http://maxisil.com/natural-stone/

MAPEISIL LM

http://www.mapei.com/public/COM/products/408-mapesillm-gb.pdf



Apex Stone reserve the right to select the colour and type of silicone for caulking.

The client may nominate their preferred colour from our selected range.

PROTECTION OF WORKS IN PROGRESS

Apex Stone have excluded the protection of works in progress, finished works, and surrounding finishes, unless specifically stated in our quotation.

All required hoarding, barricading, permits etc. by others.

Provision of protection for stoneworks after installation is the responsibility of the client.

Apex Stone are not responsible for any damage to installed stoneworks caused by other trades or persons.

Note that protection of stoneworks may not fully protect the material underneath.

Benchtops must not be used as a work top / work platform.

Excessive weight on installed finishes (i.e. standing on top of benchtops, scissor lift over floors) can damage the material underneath.

NOTES (SMI QUOTE)

FURTHER INFORMATION WITH REGARDS TO THE ABOVE SUNDRIES AND NOTES CAN BE FOUND IN OUR TERMS & CONDITIONS

WE RESERVE THE RIGHT TO VARY OUR QUOTE IF CLIENT SUPPLIED MATERIAL IS NOT TO OUR EXPECTATIONS OR AS WE HAVE ASSUMED.

CONDITION OF INSTALLATION - LARGE FORMAT WALL CLADDING PREPARATION MUST BE SUITABLE CEMENT SHEET.

IF PIN FIXED TO CONCRETE, BLOCKWORK OR STEEL MAXIMUM CLADDING ZONE IS 60 TO 80mm, MINIMUM CAVITY BEHIND STONE IS 20mm.

THIS QUOTATION IS BASED ON NORMAL WORKING HOURS DURING A NORMAL WORKING WEEK,

IF HOWEVER ANY PROCESSING &/OR INSTALLATION OCCURS OUTSIDE THESE HOURS WE RESERVE THE RIGHT TO AMEND OUR QUOTE ACCORDINGLY.

MATERIAL SUPPLIED IS WHAT IS COMMERCIALLY AVAILABLE AT THE TIME OF QUOTING, WASTAGE OF MATERIAL HAS BEEN ALLOWED FOR NORMAL PROCESSING AND INSTALLATION SITUATIONS.

EXTRA WASTE OF MATERIALS DUE TO REJECTION OF MATERIALS OR THROUGH SELECTION OF MATERIALS WILL BE CHARGED ON AS WILL OUR TIME INVOLVED IN THE SELECTION PROCESS.

WE RESEVE THE RIGHT TO AMEND OUR QUOTE IF ANY CHANGES ARE MADE BEFORE, DURING & AFTER PROCESSING &/OR INSTALLATION.

WE HAVE NOT ALLOWED FOR VERTICAL MOVEMENT OF MATERIALS. HORIZONTAL MOVEMENT OF MATERIALS IS BY WHEELED TROLLEYS ALONG A SUITABLE FLAT PATH.

WE HAVE NOT ALLOWED TO CART MATERIALS UP STAIRS. UNLESS SPECIFICALLY STATED ABOVE

WE RESERVE THE RIGHT TO REVIEW PROGRAMS, WE WILL ENDEAVOUR TO WORK WITHIN BUILDING PROGRAMS BUT CANNOT GUARANTEE WE CAN MEET THEM.

WE WILL REVIEW DURING MEASURING & SHOP DRAWING STAGE.

INTEGRATED SINKS BUT JOIN UNDER THE BENCH TOP, NO MITRE JOINS TO TOPS. SUBSTRATE IS REQUIRED DIRECTLY UNDER THE SINK SUITABLE TO SUPPORT THE STONE SINK AND WATER.

SUBSTRATES ARE PROVIDED BY OTHERS AND ARE TO BE SUITABLE FOR FIXING STONE JOINERY TO.

WE ARE NOT RESPONSIBLE OR LIABLE FOR ADVICE ON SUITABILITY OF SUBSTRATES. WE WILL ADVISE IF WE THINK THE SUBSTRATE IS INSUFFICIENT.

PARTICULAR ATTENSION SHOULD BE PAID TO THE SUPPORT IN FRONT OF A SINK OR COOKTOP CUT OUT.



ADDITIONAL CONDITIONS OF SALE - WHOLESALE SLABS

1. 50% deposit is required to reserve material.

2. Balance 50% to be made within 30 days.

3. Full payment is required prior to collection of material. (Funds to be cleared prior to goods being released).

4. Collection of material is to be made within thirty (30) days of payment. Storage charges shall apply @ \$1 per week per slab.

5. Client's responsibility to check material prior to collection.

- 6. No returns or exchange.
- 7. Material is ex-factory at 71 Dohertys Road, Laverton North.
- 8. Retention of Ownership:

a. The full legal and beneficial title to any goods delivered by Apex Stone to the customer shall be retained by and remain in Apex Stone absolutely until payments in full for the price of goods pursuant to these terms and conditions and for any other goods supplied and delivered by Apex Stone to the customer in respect of which money is owing.

b. i) The customer agrees with Apex Stone to keep the goods as bailee for and on behalf of Apex Stone as bailor and shall ensure that the goods continue to be identified as the property of Apex Stone.

ii) Apex Stone may at any time after the period of payment specified in the terms and conditions (and without prejudice to its right to recover unpaid moneys in respect of the goods sold and in respect of the goods sold and in respect of any loss and damage suffered by it) and without the need to give notice to the customer or to obtain consent of the customer take possession of all goods which remain the property of Apex Stone.

The customer hereby irrevocably grants to Apex Stone and its servants and agents the right to entry to any premises where Apex Stone good may be situated and shall procure the consent to such entry of all persons having interest in the premises for the purposes of Apex Stone so taking possession of the goods. c. Notwithstanding the provisions of clause d.i and d.ii the customer may sell the goods to a third party in the course of its business and deliver the goods to that party subject to:

i) Where the customer is not paid by the party, the customer holds the whole of the proceeds of sale on trust for Apex Stone separately from the customer's own funds: and

ii) Where the customer is not paid by the party, the customer agrees, at the option of Apex Stone, to assign his claim against that party to Apex Stone upon Apex Stone giving the customer notice in writing to that effect.

d. If the goods or any part of them are converted into a new object prior to payment by the customer to Apex Stone or are mixed with or become part of other goods, ("New Product") then until payment of all moneys to Apex Stone:

i) Apex Stone has title to the New Product.

ii) The customer holds the New Product as bailee for and on behalf of Apex Stone.

e. Provisions of this clause shall apply notwithstanding an agreement for the provision of credit by Apex Stone to the customer.



ADDITIONAL CONDITIONS OF SALE - TILES

Conditions of Purchase

All Natural Stones are products of nature and no two pieces are exactly alike. You must inspect the material prior to installation to check the colour, veining, thickness, sizing and finish. Prior to installation ensure any blending is completed to meet owner/buyer's approval. Absolutely no claims will be accepted for any reason after the material is installed.

Liability

1. All products must be inspected prior to being installed.

2. Responsibility of the product is transferred to the customer once the product is delivered to your site address.

3. The manufacturer's liability is limited to replacement of product only and does not include application/installation or removal

costs.

4. Any complaints relating to the delivered product must be submitted in writing addressed to APEX STONE within 14 days of the delivery occurring.

Prior to Installation

1. It is recommended to keep the product under cover prior to installation so the product is kept dry.

2. Products are often packed very tightly and are wet at the point of production and are unable to totally dry out until unpacked. They will often lighten in colour as they dry. Dry tiles are necessary prior to installation.

3. Prior to installation, always ensure batches of stone are shuffled to achieve evenness in distribution of any colour variation. This will mean opening all crates or pallets supplied prior to installation.

4. Consideration can be given to "pre sealing" products prior to installation to help with the cleaning and sealing of the product upon completion of the project.

5. It is normal for natural stone to have some minor nicks along the edge of the product created during the manufacturing process.

6. Uncalibrated (natural split) tiles need to be graded prior to installation; the thicker tiles will dictate the finished surface level.

7. Dimensions listed are nominal as slight variation in size and thickness can occur with most natural material.

Installation & General Information

1. Ensure good commercial quality laying practices are adopted including cleaning off any residue or mortar stains as you go.

2. Control joints should be installed in accordance with the relevant building code.

3. Natural Stones, particularly igneous products (formed from volcanic eruptions – Granite & Basalt), inherently have vesiculations, veining and crazing (lines) that may appear on the surface of the stone. These characteristics are normal and are considered part of the stone. Often these characteristics are only visible during the drying process i.e. when there is moisture in the stone. Providing these natural characteristics do not affect the structural integrity of the stone, the product should be laid and the natural variations form part of the natural beauty of the stone.

4. When installing natural stone 20mm or less in thickness, consideration could be given to adhering the stone with a rapid setting adhesive e.g. Granirapid. This is especially important for larger rectangular pieces of stone.5. Cleaning: Use a proprietary cleaning agent suitable for the natural stone purchased. DO NOT use acid (e.g. hydrochloric) as your cleaning agent.

6. Sealing: It is recommended you seal your natural stone products to obtain full performance. Products laid adjacent to a pool may require special attention.