

Marbello International Limited

Product Specification, Manufacture and Installation

1. Granite and marble are natural products in which inconsistencies of color, open veining, cross-graining, light and dark spotting with varied surface texturing, including micro fissures are considered normal. The natural hard and soft substrate inconsistencies can sometimes also result in some processing- machining marks being visible in certain lights.
2. All supporting surfaces for our bench-tops, must be professionally and soundly installed level, prior to any templating/measuring. Marbello International Limited will not take or accept any responsibility for the structural adequacy or otherwise of the units to receive our solid surface bench-tops. It is imperative that accurate dimensions/ templates [or the products] are provided prior to manufacture, for any secondary items to be fitted, including sinks, taps and hobs. This quotation specifically allows for one site visit to measure and template and a final installation visit.
3. Variations to the original work quoted, will be subject to price adjustment. Final join placements will be at the sole discretion of the manufacturer in accordance with industry standards. All quotations are on the assumption of level, clear and straightforward access. Difficulties encountered as result of this not being the situation and or where a two man crew, require further manual or mechanical assistance, unless provided, will incur additional charges. Similarly all walls, the bench-tops are to be fitted, against, need to comply, with the maximum deviation allowances, specified in N.Z.S. 3604:1999.
4. The quotation allows for a maximum of 2 installers but dependant upon the size and weight of the product supplied additional assistance may be required to be supplied by you the customer or an additional charge will be incurred for hire of additional installers.
5. Our manufacturing lead times can vary considerably, but are generally within twenty working days, dependent on work load and time of year. Please liaise with Marbello International Limited, in this regard and whilst every endeavor will be made to accommodate individual requirements, no guarantee as such, is offered or warranted in this respect. Lead times only commence from the date of final, signed acceptance of Marbello International Limited's C.A.D Drawing.

Terms and Conditions of Sale

1. In accepting delivery of the goods specified, the customer agrees that they will be bound by Marbello International Limited's terms and conditions of trading set out herein. These shall be to the exclusion of any other terms and conditions express or implied in any purchase order or otherwise and these terms alone are the terms on which Marbello International Limited is willing to enter into contracts. No variation of the terms shall bind Marbello International Limited unless agreed to in writing signed by a duly authorised representative of Marbello International Limited and no servant agent or officer of Marbello International Limited has authority to waive this term.
2. Offers & Orders: The risk of damage or loss of the goods shall pass to the customer upon the goods leaving Marbello International Limited, when freighted by any third party. Freight charges will be advised at the quotation stage and will be the customer's responsibility. Further, Marbello International Limited will not be liable for loss or damage occasioned by delay in delivery howsoever caused.
3. Once goods have been ordered, goods cannot be returned if:
 - a. Goods were specifically made or ordered to special requirements set by the customer
 - b. The customers no longer requires the goods, for whatever reason
 - c. Goods are damaged broken or have been misused, or used improperly.
4. Goods may be returned if:
 - a. Marbello International Limited has been notified verbally and in writing and Marbello International Limited agrees in writing to the customer returning the goods.
 - b. Goods may only be returned within 2 days from order.
 - c. For all goods returned and accepted, the agreed credit amount will be posted to the customer's account balance. No payment in any form will be made.
5. Payment and delivery: Our standard terms of trade require a 50% deposit paid on confirmation of this sales order, with the balance to be paid 7 days prior to delivery/installation of the product. Marbello International Limited reserves the right to charge collection expenses and possible damages, if any, to be included in the overdue balance. In the event that the collection of any claims for which a reminder has already been sent out is entrusted to collection agency or a law office, the defaulting customer shall fully indemnify Marbello International Limited from and reimburse Marbello International Limited for all costs incurred on a solicitor client basis.
6. Title: Marbello International Limited shall retain the legal and beneficial property and interest in the goods and the property and interest shall only vest in the customer when all amounts owing to Marbello International Limited on all accounts with the customer are paid in full. If such payment is overdue Marbello International Limited shall be entitled to recover and resell the goods and for this purpose Marbello International Limited or its agent shall have the right to enter the customer's premises for the purpose of recovering the goods.

7. Warranties & Liability
- a. Any defects or reclamation for goods received by the customer must be reported to Marbello International Limited immediately on arrival of the goods. Any claims made later will not be accepted.
 - b. Any alterations and modifications will void warranty and liability. Any goods used by the customer in a manner that does not accord with New Zealand health and safety legislation and codes of practice will void warranty, liability and Marbello International Limited will not be liable for any injuries and damages.
 - c. It is the customer's responsibility to ensure that the goods are suitable for the purpose intended by the customer. Every effort is made to ensure descriptions, drawings and other information and correspondence, catalogues and all other documents are accurate, but no warranty is given in respect thereof and Marbello International Limited shall not be liable for any error therein.
 - d. Any advice regarding the use of the goods given by employees, agents or servants of Marbello International Limited is given in good faith but no warranty is expressed or implied as to the correctness or accuracy of the same.
 - e. Marbello International Limited shall not be liable for any loss (including loss of profit), injury, damage or expense (direct or indirect, consequential or otherwise):
 - i. Incurred or suffered by the customer or any third party; or
 - ii. Due to any failure by a customer or any third party to fit or use the goods in accordance with the Marbello International Limited's written recommendations and instructions; or
 - iii. Due to suitability of the goods for the particular purpose for which they are used or, where specific goods are supplied at the specific direction of the customer or any third party, when such customer or third party has not first consulted Marbello International Limited or has ignored its recommendations or instructions.
 - f. The liability of Marbello International Limited in relation to any defect or fault in the goods that may become apparent shall be limited to the replacement of the goods or the supply of equivalent goods by Marbello International Limited.
 - g. Any attempts to repair or service any goods supplied by Marbello International Limited by another party will void warranty. Goods will only be repaired under warranty if properly serviced by Marbello International Limited.
 - h. No other warranties either express or implied by law are made with respect of these goods.
8. In the event of you defaulting on your payment obligations to Marbello International Limited, you agree that information about the default may be provided to third parties such as, but not limited to, debt collectors and credit reporting agencies. These third parties may then provide this credit default information and other updated information to their customers. These customers include credit providers, for the purpose of making a credit decision affecting you for the purpose of assessing your credit worthiness.
9. All debt recovery costs and expenses incurred by Marbello International Limited as a result of late or non-payment shall be payable by the customer on demand.
10. The customer acknowledges that these terms and conditions create a security interest in the goods under the Personal Property Securities Act 1999 in favor of Marbello International Limited which is registerable pursuant to the security interest in the goods. The customer agrees to do all things, including the provision of such information, as Marbello International Limited requires to enable Marbello International Limited to perfect a first ranking security interest in the goods. The customer waives the right to receive a copy of any verification statement(s) under the Personal Property Securities Act 1999. The customer shall notify Marbello International Limited immediately of any changes in the customer's name.
11. In the event of an action brought by a customer, any dispute directly or indirectly resulting from the supply contract shall be exclusively subject to the jurisdiction of the Christchurch District Court having jurisdiction over the particular subject matter. In addition, Marbello International Limited expressly reserves the right to bring an action against customer in any venue resulting from the applicable provisions of the law or of international treaties.

Accepted by: _____ Date Accepted: _____

Date Template Required: _____ Estimate / Confirmed

Date Installation Required: _____ Estimate / Confirmed