WHITEHALL STONE SALES LIMITED

TERMS AND CONDITIONS OF SALE

For use with quotations, accepted orders, proforma invoices and sales documentation | Draft for legal review | 18 November 2026

IMPORTANT: These Conditions must be supplied or clearly linked before the customer enters into the Contract. Separate pre-contract information and cancellation instructions may be required for qualifying consumer distance or off-premises sales.

1. Definitions

1.1 In these Conditions: "Company" means Whitehall Stone Sales Limited; "Buyer" means the person or business purchasing Goods or Services; "Consumer" means an individual acting wholly or mainly outside their trade, business, craft or profession; "Business Buyer" means any Buyer who is not a Consumer; "Goods" means stone products, materials and other goods supplied by the Company; "Services" means services expressly agreed in the order confirmation; "Bespoke Goods" means Goods made, cut, altered or otherwise produced to the Buyer's individual measurements, drawings, designs or specifications; and "Contract" means the accepted order, incorporating these Conditions and the agreed order documents.

1.2 References to writing include email. Where these Conditions distinguish Consumers from Business Buyers, the relevant provisions apply only to the stated category. Nothing in these Conditions limits rights which cannot lawfully be excluded.

2. Formation of Contract

2.1 Quotations are invitations to place an order and, unless stated otherwise, remain open for 14 days from issue. No Contract is formed until the Company accepts the Buyer's order, whether by written confirmation or by commencing performance with the Buyer's agreement.

2.2 The Contract comprises the accepted quotation, order confirmation, agreed specifications, any expressly agreed written variations and these Conditions. In the event of inconsistency, an expressly agreed written variation takes priority, followed by the order confirmation, then these Conditions, except that mandatory legal rights always prevail.

2.3 The Company will make these Conditions available before an order is accepted. For Business Buyers only, any terms proposed by the Buyer are excluded unless expressly accepted in writing by the Company.

2.4 The Buyer must ensure that details given for the order are accurate and that any person placing the order is authorised to do so. The Company may request written confirmation of designs, dimensions and specifications before production.

3. Cancellation and Suspension

3.1 A Consumer's statutory cancellation rights, where applicable, are preserved. For qualifying distance or off-premises contracts, the Consumer may have a 14-day change-of-mind right after receiving standard Goods, subject to statutory exceptions. Bespoke Goods made to the Consumer's specifications or clearly personalised may be exempt from that right. The Company will provide any legally required pre-contract cancellation information and cancellation form separately.

3.2 Outside any statutory cancellation right, a Buyer wishing to cancel an accepted order must notify the Company promptly in writing. The Company will consider the request and confirm whether cancellation is agreed.

3.3 Where cancellation charges are lawful, the Buyer may be required to pay reasonable and evidenced costs and losses directly resulting from cancellation, taking account of materials committed, work performed, costs saved and the Company's ability to reuse or resell Goods. A Business Buyer may also be liable for recoverable loss of profit. No cancellation charge will override a Consumer's statutory rights or amount to an unfair penalty.

3.4 For a Business Buyer, the Company may suspend work or further deliveries on reasonable notice if payment is overdue, the agreed credit limit is exceeded or there is a material risk of non-payment. The Company may require payment for Goods completed or Services properly performed and may exercise other remedies available by law.

3.5 Where the Buyer fails to accept an agreed delivery or collection without reasonable cause, the Company may rearrange delivery or storage and recover reasonable additional costs, subject to clause 7 and any rights the Buyer has by law.

4. Price

4.1 Unless expressly stated otherwise, quoted prices exclude delivery and any additional services not identified in the quotation. VAT will be added at the applicable rate, where chargeable. Consumer-facing prices will be presented inclusive of VAT where required by law.

4.2 The price accepted in the Contract will not be increased unilaterally. If a change requested by the Buyer, or a genuinely unforeseen cost change, requires an adjustment, the Company will explain the proposed revision and obtain any agreement required by law before proceeding. If agreement is not reached, the parties' existing rights remain unaffected.

4.3 Delivery outside normal working hours, restricted-access deliveries or special handling may incur an additional charge only where agreed in advance.

5. Payment

5.1 Payment is due by bank transfer or card in accordance with the amount and due date agreed at the point of sale and stated on the quotation, order confirmation or proforma invoice. Unless otherwise agreed, production or processing need not commence until the required advance payment has cleared.

5.2 If payment is overdue, the Company may request prompt payment and, where lawful, suspend further performance after giving appropriate notice. Any Consumer payment-default charge must be fair, proportionate and disclosed before the Contract is made.

5.3 For Business Buyers only, interest and fixed-sum compensation for qualifying late commercial debts may be claimed where permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and associated legislation. Any expressly agreed alternative contractual interest arrangement will apply only to the extent lawful.

5.4 For Business Buyers only, sums due must be paid without deduction or set-off except where a deduction is required by law or the Company has agreed in writing. This does not prevent genuine legal defences or mandatory rights.

6. Delivery and Collection

6.1 Delivery and collection arrangements, including estimated dates and charges, will be set out in the order confirmation. The Company will use reasonable endeavours to meet agreed dates and will notify the Buyer of material delays as soon as reasonably practicable.

6.2 For Consumers, statutory delivery rights apply, including any right to terminate the Contract following a qualifying failure to deliver. For Business Buyers, delivery dates are estimates unless expressly confirmed as binding in writing, but this does not exclude liability where it cannot lawfully be excluded.

6.3 Unless expressly agreed otherwise, the Buyer is responsible for ensuring safe and suitable vehicle access and a safe unloading area. Where the Company or its carrier is not contracted to unload, the Buyer must arrange suitable equipment and competent assistance. The Company may decline unsafe unloading or access and propose a reasonable alternative.

6.4 The Company will normally load Goods collected from its premises, subject to safe vehicle capacity, restraint and handling requirements. The Buyer remains responsible for ensuring its vehicle is suitable and lawful to use.

6.5 The Company may make deliveries in instalments where agreed or reasonably necessary, keeping the Buyer informed. This will not diminish any Consumer rights concerning incomplete delivery.

6.6 Where delivery is delayed because the Buyer is not ready or has provided inadequate access, any additional reasonable delivery or handling costs will be explained and, where required, agreed before they are incurred.

7. Risk, Ownership and Storage

7.1 For Consumers, risk of accidental loss of or damage to Goods generally passes when the Consumer or a person identified by the Consumer takes physical possession of them, subject to the statutory rules governing a carrier independently commissioned by the Consumer.

7.2 For Business Buyers, risk passes on completed delivery to the agreed location or on collection when Goods are handed over to the Buyer or its carrier, unless a different risk point is expressly agreed in writing.

7.3 Ownership of Goods remains with the Company until the Company receives full payment for those Goods, so far as permitted by law. For Business Buyers, Goods not fully paid for must, where reasonably practicable, remain identifiable and separate; any recovery of Goods will be carried out lawfully.

7.4 Once the Company has notified the Buyer in writing that Goods are ready, the Buyer must arrange collection or accept agreed delivery within 30 days unless another date is agreed. Storage charges may be made after that period only where the charging basis and rate were disclosed and agreed before the Contract was entered into and are reasonable in the circumstances.

7.5 Goods remaining at the Company's premises will be stored with reasonable care. Nothing in this clause transfers risk away from a Consumer contrary to law or excludes the Company's liability for loss or damage caused by its failure to exercise legally required care.

8. Inspection, Shortages and Damage

8.1 Buyers should inspect Goods as soon as reasonably practicable and notify the Company promptly of apparent damage, shortages or errors, preferably with photographs and the relevant order or delivery number, at accounts@whitehallstone.co.uk.

8.2 Where possible, any issue should be noted on the delivery document. A signature marked "unchecked" does not by itself determine the Buyer's legal rights or the Company's responsibility.

8.3 The Company will investigate notified issues and, where responsible, provide the remedy required by law or agreed with the Buyer. Failure by a Consumer to notify an issue immediately does not remove statutory remedies for faulty, misdescribed or incomplete Goods.

9. Returns, Refunds and Consumer Cancellation Rights

9.1 For standard unused stock Goods, the Company may offer a discretionary return within 14 days of receipt, subject to prior authorisation, safe packaging and reasonable condition requirements. For Business Buyers, an agreed discretionary return may be subject to a 25% restocking fee and reasonable collection or haulage costs, notified before the return is accepted.

9.2 The discretionary returns policy is separate from and does not restrict statutory remedies for faulty, misdescribed or otherwise non-conforming Goods, or any Consumer's statutory right to cancel a qualifying distance or off-premises contract.

9.3 Bespoke Goods are generally not eligible for discretionary change-of-mind returns. Where an exception to statutory cancellation rights applies to goods made to the Consumer's specifications or clearly personalised, this will be explained before the Contract is made. Legal remedies for defective or misdescribed Bespoke Goods remain unaffected.

9.4 Where a statutory Consumer cancellation right exists, the Company will process cancellations, returns and refunds in accordance with applicable law, including the applicable deadlines, permitted deductions and allocation of return costs disclosed before purchase.

9.5 Approved refunds will normally be made to the original payment method unless the Buyer expressly agrees otherwise and the law allows. Contact accounts@whitehallstone.co.uk or 01274 684440 to report an issue or request a return.

10. Quality, Description and Suitability

10.1 The Company will supply Goods matching their contractual description and will comply with all quality, fitness-for-purpose and other obligations that apply by law. Nothing in these Conditions excludes a Consumer's rights under the Consumer Rights Act 2015.

10.2 Natural and reclaimed stone may exhibit variations in colour, tone, texture, veining, markings, weathering and dimensions consistent with the agreed product description and any agreed tolerances. Samples and photographs are illustrative of natural variation and are not guarantees of an exact match unless expressly agreed.

10.3 The Buyer should tell the Company before ordering about any particular intended use, unusual installation conditions or special performance requirements. Any specific assurance accepted by the Company in writing forms part of the Contract.

10.4 The Company does not undertake structural design or certification unless expressly included in the contracted Services. The Buyer remains responsible for appointing an appropriately qualified professional where structural calculations or regulatory approval are required.

11. Services

11.1 The Company will provide only those Services identified in the accepted quotation or order confirmation and will perform them with reasonable care and skill.

11.2 The Buyer must provide accurate information, access and documents reasonably required to perform the Services. If information is missing or materially incorrect, the Company may explain the implications, agree reasonable assumptions or changes, and revise the timetable where justified.

11.3 Any requested additional Services or material changes to scope must be agreed in writing, including any reasonable additional charges and revised timings, before the work is undertaken except where immediate action is necessary for safety.

11.4 Unless expressly stated in the Contract, advice about installation, materials or design does not include certification of structural adequacy or compliance with building regulations. This does not excuse the Company from exercising reasonable care and skill in Services it has agreed to supply.

12. Designs, Drawings and Intellectual Property

12.1 Before manufacture, the Buyer must check and approve the dimensions, quantities, drawings and specifications submitted for approval. The Company may rely on written approval, including email, but remains responsible for any error for which it is legally liable.

12.2 Designs, drawings, calculations and technical materials created by the Company remain its intellectual property unless expressly agreed otherwise. On payment of sums due, the Buyer receives a non-exclusive licence to use supplied project-specific materials for the project for which they were prepared.

12.3 The Buyer warrants that materials and instructions supplied by it may lawfully be used for the order. For Business Buyers only, the Buyer will reimburse reasonable third-party intellectual property losses directly arising from infringement caused by those supplied materials, to the extent lawfully recoverable and not caused by the Company.

13. Liability

13.1 Nothing in these Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

13.2 For Consumers, the Company remains responsible for its obligations under applicable consumer law, including Goods being as described, of satisfactory quality and fit for any purpose made known where required by law, and Services being performed with reasonable care and skill.

13.3 For Business Buyers only, and subject to clause 13.1 and applicable reasonableness requirements, the Company will not be liable for indirect or consequential loss or for loss of profit, business or opportunity not reasonably foreseeable when the Contract was made.

13.4 For Business Buyers only, and subject to clause 13.1 and any liability which cannot lawfully be limited, the Company's total aggregate liability arising out of any one Contract will not exceed the total price payable under that Contract. This limit does not apply to deliberate wrongdoing and is subject to any mandatory statutory or reasonableness tests.

13.5 The Company is not responsible for defects or losses attributable solely to improper installation, unauthorised modification, misuse or unsuitable structural support by others, except to the extent caused or contributed to by the Company's own breach of duty.

13.6 Because stone is a natural material, the Company will identify relevant product tolerances and applicable standards in the quotation or technical specification where appropriate, rather than representing that every product complies with a standard that may not apply.

14. Events Beyond Reasonable Control

14.1 Neither party is liable for delay caused by an event beyond its reasonable control to the extent the event prevents performance, provided the affected party promptly informs the other and takes reasonable steps to mitigate its effects.

14.2 Such events may include severe weather, fire, flood, war, government restrictions, industrial disruption and material supply interruptions outside the affected party's reasonable control.

14.3 If an interruption continues for a substantial period, either party may discuss termination and fair settlement for Goods already supplied or Services performed. Any Consumer's statutory rights, including rights relating to delay or non-delivery, remain unaffected.

15. Sales Literature and Technical Information

15.1 Product information, website content, brochures and samples are intended to assist selection. Descriptions or representations which are expressly agreed or are binding by law form part of the Contract notwithstanding this clause.

15.2 Any technical recommendations are subject to the facts and conditions disclosed to the Company and to any written qualifications supplied with them. The Company remains responsible for advice which forms part of contracted Services and for statements on which the law entitles a Buyer to rely.

16. Packaging and Handling

16.1 The Company will arrange packaging reasonably suitable for the agreed means of delivery or collection. Special packaging for onward transport or storage must be expressly agreed and may incur an additional charge.

16.2 The Buyer must handle, store and transport Goods safely after risk has lawfully passed. Where packaging or handling instructions are provided, the Buyer should follow them and inform any relevant carrier or installer.

16.3 Nothing in this clause excludes liability for inadequate packaging where the Company is legally responsible for it.

17. Severance

17.1 If a provision of these Conditions is found to be invalid or unenforceable, the remaining provisions will continue in force. Any modification of an invalid provision will apply only where legally permitted and will not deprive a Consumer of statutory protection.

18. Notices and Contact

18.1 Communications about orders, changes, complaints and cancellation should be sent to the address or email shown on the order confirmation. Claims about Goods or Services may be sent to accounts@whitehallstone.co.uk or made by telephone on 01274 684440.

18.2 A notice is effective when received, except where a specific legal rule or expressly agreed procedure applies. Any statutory Consumer cancellation may be communicated by a clear statement using an available lawful method.

19. Governing Law and Courts

19.1 The Contract is governed by the law of England and Wales.

19.2 For Business Buyers, the courts of England and Wales will have exclusive jurisdiction, except where the parties expressly agree otherwise. Consumers retain the protection of any mandatory law and court rights that apply in their home jurisdiction.

20. No Waiver

20.1 A delay or failure by either party to enforce a contractual right does not by itself waive that right. A waiver is effective only if expressly communicated, and applies only to the circumstances stated.

21. Headings and General

21.1 Headings are for convenience and do not affect interpretation. Words in the singular include the plural where the context permits.

21.2 Changes to the Contract must be agreed in writing, except where mandatory law permits otherwise. These Conditions do not restrict statutory rights or remedies.