

# The Elgin Marble Co

Craftsmen  
in  
Marble, Granite and Slate

## J.R. HENDERSON & SONS Ltd

### TERMS AND CONDITIONS

1. All goods remain the property of JR Henderson & Sons Ltd until paid for in full.
2. The materials supplied by JR Henderson & sons Ltd are natural materials and accordingly may have veins, vents, cracks and streaks, all of which are within normal tolerances, as indeed are variances in shade. Such veins, vents, cracks and streaks and variations in shade will not be accepted as defects in the material.
3. The open veins, vents, cracks and streaks may be filled with stone glues as a standard procedure and will not be deemed as a defect.
4. Scratches will only be deemed as a defect if they can be seen in normal light from a distance of more than two metres.
5. Additional or extra works will be carried out at the request of the customer and at the customer's expense. Any additional works carried out by means of necessity when it is not possible to contact the customer to obtain further instructions will be charged as extra works. Quotations will only be provided when requested by the customer.
6. The workings of non-standard openings in fireplaces require to be in ratio to the flue diameter, however this does not guarantee the proper operation of the fireplace and flue, with the possibility of smoke escaping into the room. JR Henderson & Sons Ltd do not accept any liability therefore.
7. All wood surrounds are made from natural materials and may vary in colour, grain and stain. JR Henderson & Sons Ltd do not accept that any of the above variations constitute a defect.
8. JR Henderson & Sons Ltd undertake to take as much care as reasonably practical to ensure that tiles, carpets and existing decoration are not damaged during works. JR Henderson & Sons Ltd will not be responsible for any such damage unless negligence can be shown.
9. If after commencement of the work it transpires that additional materials are required to complete the work, then the customer will be responsible for the extra cost.
10. No discounts will be given nor entertained following completion of any works.
11. Delivery and completion dates are only set as a guide.
12. Payment for all invoices to be made by the customer within fourteen days of the invoice date, failing which interest will be charged at the rate of 2% per month until paid.
13. It is recommended by JR Henderson & Sons Ltd that customers cover all furniture within the rooms where work is to be carried out.
14. JR Henderson & Sons Ltd will not be responsible for any delays not caused by themselves nor their suppliers which result in additional costs to JR Henderson & Sons Ltd. JR Henderson & Sons Ltd reserve the right to charge for extra works in such a situation.
15. JR Henderson & Sons Ltd reserve the right to make additional charges in cases where the customer or his agents have failed to have the area for the work to be carried out ready (e.g. level and flush units for worktops; fireplaces dismantled completely).
16. JR Henderson & Sons Ltd do not accept responsibility for suppliers' failure to supply goods on time.
17. Defects in chimney cowls or covers do not fall within the remit of JR Henderson & Sons Ltd. Any fault in the operation of a fireplace as a result of such defects will not be the responsibility of JR Henderson & Sons Ltd.
18. JR Henderson & Sons Ltd will not accept responsibility for damage to materials unless the customer advises within seven working days of delivery and/or supply of the goods, and then only when they can reasonably be considered to have been at fault.