

# Innovato Terms & conditions

## 1. Definitions

“Agreement” means the agreement by which you agree to purchase and we agree to sell the Goods. “we” and “us” means Innovato, which is a trading name of Andrew J Young and “you” means the customer.

“Business Sales” includes selling to a trade, profession or professional body.

“Consumer Sales” includes selling to any person who is purchasing for purposes outside of their normal business.

“Delivery Address” means the address at which we agree to deliver the Goods.

“Goods” means the goods which we agree to provide to you on these terms.

“Delivery Date” means the date on which we agree to deliver the Goods to the Delivery Address.

“Price of the Goods” means the price for the Goods shown as exclusive of VAT and delivery in the case of Business Sales and the prices shown as exclusive of VAT but exclusive of delivery in the case of Consumer Sales.

“Total Price” means the price for the Goods and any delivery cost inclusive of VAT.

## 2. Order and Sale

2.1 You order and agree to buy, and we agree to sell, the Goods at the Price, subject to these terms and conditions.

2.2 Products which are not standard and are therefore specifically ordered for you or fabricated for you must be paid for in full before the order/fabrication will be processed and cannot be cancelled after the order/fabrication process has started.

## 3. Applicable terms, conditions and representations

3.1 These terms are the express terms and conditions governing the Agreement.

3.2 There cannot be a variation or change to anything in this Agreement unless it is agreed in writing and signed by both of us.

3.3 It is your responsibility to check that all the details relating to your order are correct and to provide us with all relevant information relating to the environment in which the Goods are intended to be used and for their Delivery.

3.4 It is important that you check your measurements carefully. An order should always include an additional 10% to allow for wastage to cover cutting, minor imperfections, as could be expected with the type of stone and finish ordered, and breakage. If you do not order enough, subsequent Goods (as they are a naturally occurring product) may not be exactly the same as the original Goods.

3.5 We can provide estimates of quantities of Goods but this will be based on general guidelines and the measurements which you have supplied. It is your responsibility to provide accurate measurements to ensure that the correct quantities of Goods are ordered. You should therefore seek professional advice as variations in surfaces and angles may affect the quantities required. We will not be responsible for any shortfalls or surpluses.

3.6 Where you are acting other than as a consumer, you confirm that you are not entering

into this Agreement on the basis of, or relying on, any representation made to you by us that is not expressly incorporated into this Agreement in writing and signed by both of us.

3.7 As we have not carried out a survey or inspection of the installation site of the Goods, we cannot give any warranty as to the suitability of the Goods for that, or any other given environment. If you are acting other than as a consumer, you cannot rely on any implied or express representation, advice or information given to you by us that is not incorporated into the Agreement and signed by both of us.

3.8 We cannot be held responsible for circumstances beyond our reasonable control. This may include (without limitation) shortfalls at source, natural disasters and restraints or delays affecting suppliers or transportation to us. We will endeavour to notify you as soon as possible should these problems occur.

3.9 In the case of Business Sales, you confirm that these are the only terms of the agreement between us and any provisions upon which you purport to purchase including those on any of your purchase order, or confirmation of order or similar documents or forms do not apply to this agreement between us.

#### 4. Description and samples

4.1 All descriptions, images (in both print and on the internet) and samples of our Goods are for the purpose of giving an approximate representation of the Goods only.

4.2 You acknowledge that the Goods are natural and geological variations will occur in terms of colour, markings, texture, size and between consignments, which are beyond our control. We advise you to view as much of the Goods as possible before entering into this Agreement.

4.3 You should be aware that all of the Goods are porous to some degree and should be sealed. Some may easily be scratched and/or be subject to natural pitting/chipping.

#### 5. Price

##### Business Sales

5.1 The Price is the price indicated as exclusive of any value added tax, and delivery charge, which you must pay in addition.

##### Consumer Sales

5.2 The Price is the price indicated as exclusive of any value added tax, but excludes delivery charges, which you must pay in addition.

##### All Sales

5.3 We reserve the right to change the Price by giving you notice at any time before delivery to reflect any increase in the cost to us such as foreign exchange fluctuations, alteration of duties, increase of the costs of materials and such like. If we change the Price and you are not happy with it, you will be able to cancel your order.

Products which are not standard and are therefore specifically ordered for you or are fabricated for you cannot be cancelled after the order/fabrication process has started. If we do agree to cancel the order, you will be liable for any reasonable costs incurred.

#### 6. Payment

6.1 Payment is required on placement of your order. Please note that we will not arrange delivery until we are in receipt of cleared funds.

6.2 Credit Account customers who fail to pay will be liable to pay interest on the Total Price

from the due date until you make the payment, at a rate 2% above the base rate of the Bank of England on a daily basis.

## 7. Delivery & Collection

7.1 We shall endeavour to have the Goods delivered to the Delivery Address on the Delivery Date, but time for delivery is not of the essence of this Agreement. We often use an independent delivery company for which we are not responsible so we cannot guarantee delivery times.

7.2 The Goods will be offloaded at the nearest accessible point to the Delivery Address at the discretion of the driver, which may be the kerb side. The driver will not handle the Goods further.

7.3 You must make us aware of any access restrictions or difficulties for a large lorry and you must ensure a responsible person is at the Delivery Address at the time of Delivery to supervise the offload and sign for the Goods.

7.4 The cost of delivery is in addition to the Price and subject to VAT.

7.5 If we are not able to deliver the Goods as a result of you not complying with your obligations under these terms, the Goods will be retained by the driver and you will be responsible for any re-delivery or storage charges.

7.6 You may only collect your Goods from our nominated warehouse by prior arrangement and only in a vehicle capable of being fork-lift loaded (unless otherwise agreed in writing). If you arrange transportation of the Goods, it is at your own risk and we will not accept claims for damage or breakages.

## 8. Risk and Property

8.1 The risk of, for example, breakage, loss and damage in the Goods will pass from us to you on completion of delivery or, if you decide to collect the Goods, at the point of collection.

8.2 The ownership of the Goods will not pass to you until we have received payment of the Total Price in full in cleared funds.

## 9. Unpacking, stacking and storing

9.1 Care needs to be taken when unpacking the Goods as the spacers may need to be removed from the packaging before the Goods are lifted out. The Goods should always be stacked and stored vertically (on edge) but not on a hard surface as this may cause unnecessary edge chipping. We cannot be held responsible for damage which occurs after delivery or, if you decide to collect the Goods, after collection.

9.2 Stone tiles may need to dry out before the installation process begins. You should ask your fitter to advise you if this is the case.

## 10. Examination and Acceptance

10.1 We take care to ensure that all of our Goods leave us in perfect condition. If there is any obvious damage to the Goods, please make a note of the damage on the delivery note. If the Goods are deemed and proven to be damaged on delivery, by way of documentary evidence such as a photograph, we will bear the cost of re-delivery and replacement Goods. Please note that you will still be required to notify us under clause 10.2, 10.3 and 10.4 (as applicable).

## Business Sales

10.2 You must inspect the Goods on delivery or collection (as the case may be) to ensure that they are the correct type, of satisfactory quality, undamaged and the correct amount and if they are not, you must notify us within 48 hours of delivery or collection (as the case may be) for correction, replacement or refund of all or part of the Price (at our option), which will be your sole remedy. If the goods are damaged or of unsatisfactory quality, we reserve the right to request documentary evidence, such as a photograph, in support of your statement. If you do not reject them within this time, or if you have installed them, you will be deemed to have accepted them and we will have no liability to you. The foregoing sets out your only rights and remedies in relation to the Goods and all other terms and conditions, express and implied, relating to the quality or fitness for purpose of the Goods are hereby excluded to the fullest extent permitted by law.

## Consumer Sales

10.3 If the Goods are not of the correct type or of satisfactory quality, i.e. damaged, you should notify us as soon as possible (preferably within 7 days) and we will either refund to you the Total Price or make available replacement Goods (at your option). If the fault with the order proves to be an error on our part, we will bear the cost of redelivery of replacement Goods and collection of the original Goods. If the fault with the order proves to be an error on your part, you will be required to bear the cost of redelivery of replacement Goods and collection of the original Goods.

10.4 If an incorrect amount of the Goods are delivered or collected, you should notify us as soon as possible (preferably within 7 days) and we will arrange to deliver or make available (as appropriate) the correct quantity of the Goods. If this proves to be an error on our part, we will bear the cost of delivery of the balance of the order. If this proves to be an error on your part, you will bear the cost of delivery of the balance of the order.

## 11. Limitation of liability

### Business Sales

11.1 We will only be liable to you under or in relation to this Agreement or in relation to the Goods if you tell us about any shortfall, proven damage or defect in the Goods within 48 hours after delivery or collection (as appropriate) but not otherwise. We reserve the right to request documentary evidence, such as a photograph, of the damage or fault. If you so notify us, our only obligation to you will be (at our option):

11.1 to make good any shortage or non delivery; or

11.2 to replace or repair any damaged or defective Goods.

11.2 We will not be liable to you for loss of profits or loss of business, depletion of goodwill or for any indirect or consequential loss or other consequential compensation. Our total liability to you (whether in contract, tort (including negligence), statute or otherwise) shall in no event exceed the Price.

11.3 We reserve the right to charge a restocking and collection charge for goods returned to us which are not for reasons outlined in clause 11.1.

### Consumer Sales

11.4 We will be liable for your losses arising out of the provision by us of a shortfall in, or defective or damaged Goods to the extent that such losses are reasonably foreseeable.

However, we will not be liable to you for lost working time or the cost of third party contractors where you (or your contractor) fail to install the Goods correctly or fail to use the correct base, sealants or installation techniques or if the environment in which the Goods are

installed is unsuitable.

11.5 Please note that we sometimes provide extra and/or damaged extra tiles to you free of charge with your order, which may be of use to you. We will therefore only be liable to you if we have not provided you with the quantity of Goods which you ordered in a non-defective and undamaged condition.

11.6 Nothing in this Agreement is intended to limit any rights that you may have as a consumer under statute or to limit our liability to you in respect of death or personal injury resulting from our negligence or for fraud or fraudulent misrepresentation in respect of an untrue or misleading statement.

## 12. Right of Cancellation for Consumers

This clause only applies if you are acting for a purpose outside your business and there has been a distance contract.

Distance Contract means any contract concerning goods or services between a supplier and a consumer under a distance sales or service provision scheme that makes exclusive use of distance communication up to and including the moment at which a contract is made.

12.1 You may cancel this Agreement within 7 working days (period of cancellation) beginning the day after you receive the Goods.

12.2 To cancel you must let us know in writing that you wish to cancel. You may do this by letter, fax or e-mail sent within the 7 days to us at the address set out in clause 1. If you tell us verbally you will need to send confirmation in writing within the 7 days.

12.3 You cannot cancel if the Goods are made specifically for you, or you have installed or laid them or used them.

12.4 If you wish to cancel Goods which have already left our premises, you will be liable for the cost of returning the Goods to our warehouse.

12.5 You have a duty of care during the period of cancellation to ensure that the goods are returned to us in the condition in which they were delivered. We reserve the right to charge for any damages caused by failure to carry out your duty of care.

12.6 Handmade wall tiles are made to order and are therefore non-returnable.

12.7 Complete, unopened boxes of floor tiles are eligible for return, provided they are unused and remain in the unopened, original packaging.

12.8 Installed and cut tiles are non-returnable.

12.9 We don't accept returns of surplus tiles, such as those from opened or part-used boxes. Please ensure you take accurate measurements at the time of ordering and only order the quantity you need. Any surplus tiles are worth keeping as they will be from the same batch as your original material and can be utilised should any damage occur after the tiles have been installed.

12.10 You are responsible for arranging transport and insurance on all returns at your cost.

12.11 All returns are subject to a 20% handling fee.

12.12 We will refund the cost of the tiles only less the 20% handling fee. We are unable to refund delivery or postage costs.

### 13. Fixing Products and Installation

13.1 Any advice given by us or our staff relating to fixing products and installation is given in good faith but should be used as a general guide only as we have not carried out a survey of the place of installation of the Goods and cannot therefore be sure that our advice is correct. It is your responsibility to purchase the correct fixing products and sealants for the environment in which (and in particular the surface upon which) the Goods will be installed. We recommend that you take advice from a professional fitter.

13.2 We do not offer an installation service and it is your responsibility to ensure a professional fitter is carrying out your installation. We strongly recommend that you take up independent references.

13.3 We cannot therefore be responsible for the manner of installation of the Goods or for damage caused during or arising out of installation.

### 14. Social media and customer content

We love seeing our products in your projects. Sharing your finished projects can be really inspiring and helpful for other customers, so we enjoy sharing our favourites across our own channels.

If your content is chosen by us to feature, you will receive a message from us asking for your permission to publish your content . Please reply to give your permission and agree to the following Terms and Conditions:

14.1 You acknowledge that your content may appear across our channels, including social media, website, email, and online advertising.

14.2 You grant us a non-exclusive, worldwide, transferable, royalty-free, irrevocable licence to use your customer provided pictures and or social media photo.

14.3 You give permission for us to modify, crop or edit your image for use on our channels, without materially altering your original image.

14.4 You confirm that the content is of your original creation and does not infringe or might infringe the rights of a third party

### 15. Third Parties

This Agreement is not intended to and does not give any third parties any right to enforce any of its provisions.

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