



TDR STONE PTY LTD

QUOTE ACCEPTANCE AGREEMENT & LIABILITY WAIVER

This Agreement ("Agreement") is made between **TDR Stone Pty Ltd** ("TDR") and the **Client**, whose name appears on the accepted quote. By signing the quote or proceeding with any part of the job, the Client confirms understanding and acceptance of the terms and conditions below.

Please read and see photos at the end for edging example photos for proceeding with quotes.

1. DEPOSIT, PAYMENT & OWNERSHIP

1.1 Deposit (Non-Refundable)

A 50% non-refundable deposit is required upon acceptance of the quote. This secures the Client's selected stone materials and locks in a manufacturing and installation booking. By paying this deposit, the Client acknowledges that materials (including selected stone) are reserved and allocated to their job.

1.2 Payment Terms

The payment schedule is as follows:

- 50% deposit on acceptance of quote – secures stone and booking
- 25% progress payment after site measure and templating
- 25% final payment on completion of installation
- For supply-only jobs, 100% payment is required before pick-up or delivery

1.3 Surcharges & Payment Methods

- EFT is preferred.
- Credit/debit card transactions incur a surcharge as shown on the terminal.
- Cash payments must be made in-store, signed for by both parties, and a receipt issued.

1.4 Ownership of Goods

- Client agrees that whilst property and title in the goods remains with TDR Stone, TDR Stone has the right, with prior notice to Client, to enter upon any premises occupied by Client to inspect the goods of TDR Stone and to repossess the goods which may be in Client's possession, custody or control when payment is overdue.

- Client will be responsible for TDR Stone's reasonable costs and expenses in exercising its rights under clause 1.4. Where TDR Stone exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of Client against TDR Stone, its employees, contractors or agents.
- Client agrees that where the goods have been retaken into the possession of TDR Stone, TDR Stone has the absolute right to sell or deal with the goods.
- For the avoidance of doubt, TDR Stone's interest constitutes a 'purchase money security interest' pursuant to the PPSA.

1.5 Late Payment

- A late fee of 10% per week will apply to overdue invoices unless prior written arrangements are made with the Director.
- After 14 days, unpaid accounts may be referred to debt collection or legal services. All recovery costs will be passed on to the Client.

2. INSTALLATION, SITE CONDITIONS & CLIENT RESPONSIBILITIES

2.1 Site Requirements

- Cabinets must be installed, level, and fixed.
- Appliances (sinks, cooktops, etc.) must be on site or delivered to the factory prior if required at the time of measure and provided when cutting occurs- taps are cut onsite.
- The Client must ensure clear and safe access.
- A call-out fee of \$250 (inc. GST) may be applied where site access is not possible or the site is unprepared.
- Plumbing and Electrical if included on quote include only basic disconnect and reconnect of new or existing appliances. This does not include any client supplied extras such as water filters unless insitu prior. This will incur an additional cost added to final payment. The terms will be listed separately on the quote
- Any customer supplied measurements without TDR Staff measuring incur a \$135/hr onsite adjustment fee.
- TDR Stone Pty Ltd is not responsible for inspecting, adjusting, or verifying the level, alignment, or squareness of cabinetry, walls, or other structural elements. All stone products are fabricated based on the fixed cabinetry and structures as they exist at the time of templating.
- It is the responsibility of the client, cabinetmaker, or builder to ensure that all cabinetry and surrounding structures are installed level, square, and in accordance with relevant specifications prior to templating or installation. Any resulting misalignments, gaps, or variations caused by site conditions outside of TDR Stone's control shall not be considered a defect or fault in the stone installation.

Process on Installation Day

1. **Removal of existing benchtops- if organised through TDR- if not please have all removed and cupboards emptied underneath**

2. **Disconnection and capping of water and gas services- please have your plumber organised for 8am and reconnect after 2pm**
3. **Installation of new benchtops**
4. **Reconnection of water and gas services**
5. **Completing final touches such as polishing and joins**

2.2 Onsite Cutting & Dust Disclaimer

Despite using suppression methods, dust is unavoidable during some onsite cutting, we do our best to minimise this and a clean up with soapy water in the immediate area is completed post installation. It is recommended to cover surrounding areas prior to install. The Client is responsible for protecting all surrounding areas, contents, and furnishings from potential dust settling from 2-28 hours post installation.

2.3 Access & Inspection

- Clients must be present at install completion to inspect and sign-off.
- Any identified concerns can be raised before installers leave the site- this will be documented and management will contact to discuss and rectify concerns if require. TDR Management team are responsible for all rectification- TDR staff cannot authorise any remedies or changes to jobs onsite unless verbal permission from the Company Director is given.

2.4 Respectful Conduct Towards Staff

TDR Stone Pty Ltd maintains a zero-tolerance policy for abusive, aggressive, or disrespectful behaviour towards its employees, contractors, or representatives. All clients, site personnel, and visitors are expected to treat our team members with courtesy and respect at all times.

Any conduct deemed threatening, harassing, or inappropriate—whether verbal, physical, or written—may result in immediate withdrawal of services, cancellation of further works, and referral of the matter to authorities where appropriate. In such cases, the client remains liable for all work completed to date, including materials fabricated or installed.

TDR Stone reserves the right to limit or restrict on-site communication and require that all correspondence occur in writing if behaviour or conduct is deemed unacceptable by management.

3. STONE PRODUCTS, NATURAL VARIATIONS & LIMITATIONS

3.1 Stone Variations

Natural and manufactured materials, more so natural products, vary in colour, veining, and texture. These characteristics are not faults. Clients acknowledge that:

- No warranty exists for colour/vein matching across multiple pieces.

- Offcuts are not guaranteed.
- Templating may change post-site measure to accommodate slab defects.

3.2 Vein Matching & Layout Approvals

Requests for specific cuts or slab areas must be raised at quoting. Final layout approvals are required before production. TDR will always endeavour to meet aesthetic preferences but cannot guarantee vein locations or join symmetry due to the nature of stone. If you require specific join locations or vein/pattern matching please indicate prior to quoting as this will alter the amount of slabs required, therefore, altering cost also.

3.3 No Warranty for Outdoor Use

Engineered stone is not warranted by manufacturers for outdoor use. If used outdoors at the Client's request, all warranty and liability are void from TDR- check with individual manufacturers for their specific warranties.

3.4 Warranty Exclusions

No warranty applies if:

- Stone is installed by third parties.
- The installation is altered by others post-completion.
- Stone is used on unreinforced or existing cabinetry not assessed by TDR.
- Offcuts or discounted items are used.

4. WARRANTY TERMS & AUSTRALIAN CONSUMER LAW

4.1 Workmanship Warranty

TDR provides a **12-month warranty** on installation workmanship. Clients must allow TDR to inspect and repair any minor faults before pursuing other remedies.

4.2 Consumer Guarantees

- If a **major failure** occurs, the Client is entitled to a refund or agreed resolution.
- If a **minor failure** occurs, TDR must be allowed to repair or resolve it.

4.3 Exclusions Include

- Natural wear and tear
- Client misuse or negligence
- Impact damage, heat, staining from chemicals, acidic/alkaline spills
- Damage caused by external trades

5. SOCIAL MEDIA & DISPUTES

5.1 Public Commentary

The Client agrees not to publish negative, defamatory, or misleading content online (including social media, reviews, or forums) regarding TDR, its employees, or contractors unless TDR has had a chance to respond to concerns within a timely manner and an opportunity to resolve.

5.2 Defamation & Legal Action

Breach of this clause may result in legal proceedings for defamation. TDR reserves the right to pursue compensation for reputational or financial loss.

5.3 Dispute Resolution

All concerns must **first** be raised directly with the Director of TDR. Clients agree to provide reasonable access and opportunity to resolve issues before initiating third-party complaints or legal proceedings or leaving negative reviews

6. LIABILITY WAIVER – EXISTING CABINETRY

6.1 Assumed Risk

By agreeing to installation on existing cabinetry, the Client acknowledges the risk of structural weakness and accepts responsibility for future repairs caused by cabinet movement or failure.

6.2 Waiver of Responsibility

TDR accepts no liability for:

- Movement or failure of existing cabinets
- Pre-existing structural defects not caused by TDR
- Any post-installation work by external trades

6.3 Limited Onsite Liability

TDR's liability is limited to damage directly caused by its staff during the installation. Pre and post installation photographs will be taken and are available on request to management.

7. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of **Western Australia**. All disputes are subject to jurisdiction within Western Australia.

8. ENTIRE AGREEMENT

This document forms the full agreement between the Client and TDR Stone Pty Ltd. No verbal or prior written terms shall override these terms unless confirmed in writing by TDR.

CLIENT ACKNOWLEDGMENT

By signing or proceeding with acceptance of the quote, the Client confirms that they:

- Have read and understood this Agreement & Waiver
- Accept the risks and exclusions set out
- Understand that the stone remains the property of TDR Stone Pty Ltd until full payment is received
- Understands that due to the nature of stone vein positioning and cuts cannot be guaranteed as there can be faults in the stone and/or layouts to achieve a certain look may not be possible without purchasing an extra slab of stone

See Below for Definitions of Edging and Finishes as per TDR Stone Quotes

40mm Edging- two pieces of stone laminated together- there will **always** be a line present to varying degrees



Waterfall Edging – This is where the stone has a Mitre Join and goes from benchtop to ground – There will **always** be visible join lines



Bench Joins – There is where two pieces of stone meet as any length greater than 3200mm will require this due to slab sizes.

There will **always** be visible join lines

