



GRAPHENSTONE®

Graphenstone UK

Terms & Conditions of Sale and Delivery arrangements

1.0 Definition

1. 'Customer' means any person or business who purchases Goods and Services from the 'Supplier'
2. 'Goods' means the articles specified in the Proposal or any part thereof, whether by means of sale, hire, rental or otherwise and whether the property of 'The Graphene Company (London) Ltd' T/A Graphenstone UK, or, distributed by 'The Graphene Company (London) Ltd' T/A Graphenstone UK as agents for another
3. 'Supplier' means of 'The Graphene Company (London) Ltd' T/A Graphenstone UK, of 15G Speedwell Way, Border Valley Industrial Estate, Harleston, NORFOLK IP20 9EH

2.0 Delivery Terms and Arrangements

1. Please see your Order email for estimated delivery date.
2. Delivery charges will be calculated for each individual delivery and information provided in advance of invoice terms.
3. Confirmation of Payment is required prior to delivery arrangements being made unless a pre-agreed credit account facility is held by the customer. Separate terms and conditions will apply for credit accounts.
4. Orders will typically be delivered within 5 working days of receipt. Express deliveries can also be arranged.
5. Working days are defined as Monday-Friday, from 9am until 5pm and exclude Saturdays, Sundays and Bank Holidays.
6. We recommend that you keep a copy of the order invoice (you will need it as proof of purchase in the event of any after-sales enquiry).
7. Deliveries will be made by our selected carriers.
8. The Customer is responsible for ensuring that the Supplier has the full and correct information concerning the delivery.
9. The order will be fulfilled by the estimated delivery date once Payment has been made (see 2.2), unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control we will contact you, with a revised estimated delivery date.
10. We will use all reasonable means to deliver your order within the time stated for the delivery service, however please note that any dates we specify for delivery of Goods are approximate and we shall not be liable for any losses, costs, damages, charges or expenses caused by any delay.
11. Deliveries will require a signature to confirm receipt and we recommend that you inspect carefully the Goods delivered, before signing ensure that they are the correct colour and finish.
12. Delivery will be completed when the Goods are delivered to the address you gave us.
13. If the driver is unable to deliver to your address on the first attempt, a delivery card will be left advising you to contact the courier company to rearrange a convenient delivery time. If a second delivery attempt is unsuccessful, the Goods purchased will be returned to the carrier's depot. You can then arrange to collect the Goods from your local depot, details of which are available by calling the number on the card.
14. In the event of a failed delivery, the Supplier will not be responsible for any re delivery charges as a result of access restrictions, or for any other reason outside of its control.



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15. The Goods will become the Customer's responsibility on the acceptance/completion of delivery. The Customer will own the Goods once the Supplier has received the relevant invoice payment in full.

16. Please do not attempt to return Goods by using Royal Mail or another postal or courier provider, except the carrier specified by us at the time.

3.0 Cancellation

1. If you are a consumer, you have a legal right to cancel a Contract (under the Consumer Rights Act 2015) during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel that Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

2. Your legal right to cancel a Contract arises on the date of the Receipt email. Your right to cancel the Contract ends after 30 (thirty) working days from the day after the day you receive the Goods.

3. The Customer may cancel your Contract provided that the Goods are in their original condition (including packaging where it forms part of the Goods, for example boxed goods), paint pots or containers of product have not been opened, and any seals on the Goods remain unbroken. You cannot cancel your Contract in respect of Goods that are tinted, special orders or bespoke colours (see 3.5). If you cancel the Contract before delivery of the Goods, then you will receive a refund of the price paid of the Goods and any applicable delivery costs. If you cancel the Contract after receipt of the Goods, you will be responsible for the costs of returning the Goods to us.

4. To cancel a Contract, you should contact The Graphene Company (London) Limited (details on www.graphenstone.co.uk) or email notification of cancellation to info@graphenstone.co.uk.

Cancellation of a Contract is effective from the date of the phone call or when the e-mail is sent. You may wish to keep a copy of your cancellation notification for your own records. When we receive your

cancellation, we will provide instructions for returning the Goods, including strict packaging requirements and instructions over specifically which courier company we would require you to use. Please note that a discretionary charge of £20 as administration fee, for the return of the Goods, will be deducted from your refund.

5. We will process any refund due as soon as possible and, in any case, within 30 calendar days of notice of termination provided the Goods are returned and are in an undamaged and saleable condition.

6. Under the Consumer Protection (Distance Selling) Regulations 2000 you have a duty to take reasonable care of the Goods whilst they are in your possession. Where you have failed to take reasonable care of the Goods, we reserve the right to refund you less any amounts due by way of compensation to either repair the Goods or to cover any loss. For paint (cans) pots that have been opened, we reserve the right to not issue a refund.

4.0 Colour Paint and Coatings Disclaimer.

1. Whilst every effort is made to ensure all our mixed paints are consistent in colour, please be aware that Graphenstone paints are made using natural minerals and raw ingredients and there is always the possibility of slight colour variation of the base material both between batches and between product ranges. It may not always be possible to achieve a perfect colour match due to the variability of the natural mineral base. Colours produced will be within an acceptable tolerance.

2. We take control samples of every tub of paint tinted, along with their batch number and individual recipe, in the Production Centre, to make sure that each individual pot is tinted within



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batch tolerance. We keep these colour tests on file for reference if there is ever any question or dispute over colour accuracy.

2. If using more than 1 pot/tub of paint, please ensure that you intermix between pots on application to ensure a consistent colour as paint batches may differ slightly. Please make sure you order enough paint for the project you are undertaking.
3. We strongly advise you to order pre-mixed sample pots for testing on site prior to any colour order being placed.
4. Please ensure that the paints ordered, are the correct colour and finish before application. Applying the paint is your acceptance that both the colour and the finish are correct, and no subsequent claims will be entertained.
5. We will happily exchange or refund any products, except mixed and tinted paints, special orders, or custom-made colours.

5.0 Bespoke Colours & Colour Matching.

1. All Bespoke Colour Matches ordered (for colours not available on the Graphenstone Colour Card ranges) are produced to order and are non-returnable.
2. Colour Matches are produced as close to the original colour as possible, using the colour range selections available at our Production Centre.
3. When looking at using our Bespoke Colour and Colour matching service, we strongly advise you to order sample pots for testing on site prior to any colour order being placed.
4. We are happy to accept colour swatches to ensure as close match as possible and strongly advise ordering a Bespoke Sample Pot to test prior to placing an order.
5. Graphenstone paints are made using natural minerals and raw ingredients and there is always the possibility of slight colour variation of the base material both between batches and between product ranges. It may not always be possible to achieve a perfect colour match due to the variability of the natural mineral base. Colours produced will be within an acceptable tolerance.

6.0 Application and Technical issues.

1. The Supplier offers guidance on the most suitable product for the Customers application however, no responsibility can be accepted for the suitability of the products for the specific on-site application. It is the responsibility of the Customer to check the guidance given in the technical application guides/'site unseen' report and to undertake trials on site to ensure the suitability of product. This is especially important in old buildings where it is not always possible to know exactly how the substrate has been treated in the past.
2. As part of our product support service, if you have any queries concerning the use, installation, or application of the product/s, please visit our website for application guides or call our Technical or Sales team. We are committed to making your project a success.
3. Please be aware that it is not always possible to describe the application processes in enough detail over the telephone to ensure a successful result. It may be advisable to then book a time/day with one of our Technical team, who could attend the site to advise.

7.0 Faulty Goods and Returns.

1. If any of the Goods you purchase is damaged or faulty upon receipt, any complaint about the goods must be notified in writing to the Supplier within 3 days delivery of the goods. If the Goods (providing such fault is not a result of your negligence) is faulty, or if any of the Goods have been miss-described, we may offer a replacement product or refund as appropriate, in accordance with your legal rights. Any claim for faulty paint will not exceed the price paid for the product.



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2. If you believe this to be the case, please contact the Graphenstone (contact details on www.graphenstone.co.uk) or send an email containing details of the Goods and the issue to info@graphenstone.co.uk.
3. Where we offer a refund for faulty Goods, we will process any refund due as soon as possible. The refund will be applied to the account used for the original payment.
4. To cancel a Contract, or to inform us of faulty or damaged Goods, you should contact The Graphene Company (London) Ltd (details on www.graphenstone.co.uk) or send an email notification of cancellation to info@graphenstone.co.uk.
5. Cancellation of a Contract is effective from the date of the phone call or when the email is sent.
6. Goods must be returned by using the carrier we specify to you at the time. When you contact us, we will provide instructions for returning the Goods, including strict packaging requirements. A time will be arranged for our courier to collect the Goods from the address the Supplier delivered the Goods to initially.
7. The Supplier will require 48 hours from notification to arrange the collection on your specified day within the working week – Monday to Friday only.
8. All returned goods must be within the minimum storage date suggested on the TDS. For products with a 12 month, minimum storage date, there must be **at least 3** months storage remaining. For products with a 36 month minimum storage date, there must be **at least 12** months storage remaining.
9. Any goods over the minimum storage dates will not be accepted for return nor qualify for any refund.
10. A re-stocking fee of 10% of the net product cost, will apply for any product items returned, which are both in sellable condition and within the minimum storage date outlined in 7.2.
11. We will only accept returns if the product forms part of our current product offering at the time of return. Any discontinued or end of line products are neither refundable or returnable.

8.0 Warranty, Disputes and Remedial works.

1. All Graphenstone Products are covered with a 5 year warranty.
2. The warranty will cover defective product for a period of 5 years after the application date and commences the day after the product is applied and is valid for products within the minimum storage date suggested on the TDS. For copies of the warranty, please ask your sales representative or contact the office.
3. If a dispute arises leading to remedial works being required, correct procedure must be followed in accordance with the details outlined in the warranty. Where remedial works are required outside of the warranty terms, in the case of a dispute over labour costings, Graphenstone UK will, once all evidence is collected, follow current construction rate costing guidelines, outlined in accordance with the NBS system of construction specifications (M60), to describe the materials, standards and workmanship of a construction project.
4. In no event shall the Seller be liable for, nor be required to indemnify the buyer from or against any costs associated to equipment hire (eg scaffolding, plant hire), preliminary works, and any further works outside of the original painting specification.
5. The seller will not be liable for any loss of use, loss of profits or loss of future contracts whether arising as the result of breach of Contract, negligence or other tort, breach of statutory duty or otherwise.



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Stockists & Distributors

In addition to the standard Terms & Conditions of sale, some additional terms are also relevant to Stockists, Distributors and Account customers

1.0 Trade Accounts & Payment terms

1. Applicants will need to first complete and send back, a Trade Account form, obtained through either the sales team or Head Office.
2. Graphenstone UK will perform a credit check on the applicants using the details provided in the application form.
3. Based on the credit check results, the applicant will be informed in writing if the application was successful and the details of the credit terms proposed (credit limit and payment terms agreed).
4. On receiving the sales orders from the customer, Graphenstone UK office will issue and send the sales invoices to the applicant accounts department, showing the amounts and due dates.
5. If the value of sales orders exceeds the credit limit agreed, the account will be put on hold (by putting an account on hold it will prevent any transactions from being processed), unless prior agreement is authorised with either the relevant salesperson looking after the account, or Graphenstone UK office.
6. To take the account 'off hold' the customer will have to pay some or the whole balance due, in order, to have the goods released and despatched.
7. It is expected that the customer will comply with the credit terms agreed and pay the outstanding invoices on time, as per the credit terms agreed.
8. A monthly statement showing the current balance on the account will be sent to the client's accounts department on the 1st of every month.
9. If payments are not made for outstanding amounts over the agreed 30-day term following an account statement sent on the 1st of the month, we will issue a reminder on the 15th of the month.
10. If the customer does not comply with the payment terms agreed and does not pay the due invoices on time and following the reminder sent on the 15th of the month, the account will be put on hold until some, or the whole balance, is cleared.
11. If a customer account remains unpaid after all the steps above have been made, and no offer of repayment is made, Graphenstone UK will look to take legal action to recover the debt.

2.0 Brand Guidelines

1. Stockists and Distributors will be supplied with a 'distributor pack' containing a full set of TDS, MSDS, Logos, certifications and Imagery. It is important that only approved material is used when communicating in any marketing material be it in store, direct to customers in the form of email or pdf or printed document, on-line, or on social media. Misuse of this information may lead to the material published being required to be removed.
2. If using material on any form of social media – eg: LinkedIn, Instagram, Facebook, it is important that the use of tags and hashtags are correct and include @graphenstonepaintsuk and #graphenstonepaintsuk. It helps Graphenstone UK discover the content and allows us to share this where relevant.

3.0 Promotions and Offers

1. Any promotional discount that is to be advertised, be it in store, direct to customers in the form of email or pdf or printed document, on-line, or on social media, must first be discussed and cleared with Graphenstone UK before it is openly advertised.



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2. A discounted amount of 10% off RRP, will be the maximum that will be allowed to be advertised openly; direct to customers in the form of email or pdf or printed document, on-line, or on social media.
3. Any agreed level of promotional discount will run for a specified period only, and for a maximum of 2 calendar months, and as agreed with Graphenstone UK.
4. Any marketing of promotional discounts either without any agreement or over and above the standard terms may result in the account being suspended.

4.0 Tinting machine Stockists – Tinted paints

1. Graphenstone paints are made using natural minerals and raw ingredients and there is always the possibility of slight colour variation of the base material both between batches and between product ranges. It may not always be possible to achieve a perfect colour match due to the variability of the natural mineral base. Colours produced will be within an acceptable tolerance.
2. It is advised that each pot of colour is checked on tinting and control samples of every tub of paint tinted, along with their batch number and individual recipe, are taken to make sure that each individual pot is tinted within batch tolerance. We recommend that the customer keep these colour tests on file for reference, if there is ever any question or dispute over colour accuracy.
2. If using more than 1 pot/tub of paint, please ensure that you advise you customer to intermix between pots on application to ensure a consistent colour as paint batches may differ slightly. Please make sure your customer orders enough paint for the project they are undertaking.
3. We strongly advise you to suggest your customer orders pre-mixed sample pots for testing on site prior to any colour order being placed.
5. In the event of pre-loaded colours falling outside the accepted tolerance, Graphenstone UK will happily exchange or refund products (as each tub should be checked individually, the initial incorrect tinted product will be replaced or credited) and Graphenstone UK will aim to correct and then test the colour accuracy either at the Production Centre in the UK or address this with Graphenstone HO in Spain.
6. Any liability for bespoke colours or colours created by stockists will be the stockist liability if incorrect. As a rule of thumb recipes containing, more than 10% by weight of pigment, may become less stable in certain environments. Please consult Graphenstone UK if advise is required prior to tinting.

FOR PRODUCT INFORMATION, PRODUCT TECHNICAL DATA SHEETS (TDS) AND MATERIALS SAFETY DATA SHEETS (MSDS), AS WELL AS APPLICATION ASSISTANCE, PLEASE VISIT WWW.GRAPHENSTONE.CO.UK