ELEGANCE
STONE GALLERY

TERMS & CONDITIONS

Elegance Stone Gallery Pty Ltd

Last Updated: November 10 2025

These Terms & Conditions ("Terms") apply to all quotations, sales, deliveries, fabrication services, installations, exchanges, communications, and website use provided by Elegance Stone Gallery Pty Ltd ("Elegance Stone Gallery", "we", "our", "us").

By purchasing our stone products, engaging our services, visiting our showroom, or using our website, you acknowledge that you have read, understood, and agreed to these Terms.

Elegance Stone Gallery supplies natural stone slabs, porcelain slabs, tiles, custom stone fabrication, and professional installation services across Melbourne and Australia.

1. ORDERS, QUOTATIONS & PAYMENTS

1.1 Deposits

- A minimum 50% deposit is required to secure any stone, commence fabrication, or reserve inventory.
- Orders are not confirmed until deposits are received in full.
- Deposits are non-refundable, but may be transferred to another product within our existing inventory.

1.2 Balance of Payment

- Full payment is required before pickup or delivery.
- Goods will not be released until all payments have cleared.

1.3 Pricing

- Prices may or may not include GST; GST will be shown clearly on invoices when applicable.

- All pricing and inventory are subject to change without prior notice.
- Customers must contact us to confirm availability and final pricing.
- All pricing remains subject to change until the final invoice is issued.
- Any price-match considerations must be requested before invoice finalization.

1.4 Promotions

- All offline and online promotions have their own specific terms and conditions.
- Promotions may include limitations or stock restrictions.
- Customers are responsible for confirming promotion details with our team.

1.5 Staff Communication

- Our staff are trained to provide clear and accurate information.
- If you require clarification or wish to change your account representative, please contact management.

2. HOLDING PERIOD, STORAGE & UNCLAIMED GOODS

2.1 Holding Policy

A deposit allows slabs or products to be held for 30 days.

2.2 Storage Policy

- 1 month of free storage is provided.
- After this period, a $75 per month storage fee applies unless otherwise agreed.

2.3 Unclaimed Goods

Goods not collected within a reasonable timeframe of 6 months may be resold after attempts to contact the customer.

3. STONE INSPECTION, NATURAL VARIATIONS & WARRANTY LIMITATIONS

3.1 Inspection

- Customers are encouraged to inspect their slabs in person before purchase.
- Purchases based on photos or videos are accepted; however, natural variation must be expected.

3.2 Natural Variation Disclaimer

Natural stone contains inherent variations including:

- Colour differences
- Vein movement
- Natural pits, fissures, or pores
- Mineral streaks
- Pattern inconsistencies
- Texture changes

These characteristics are not defects. No refunds or returns will be accepted on this basis.

3.3 Warranty Exclusions

Elegance Stone Gallery does not provide warranties for:

- Natural stone variation
- Vein mismatches
- Visual imperfections inherent to natural stone
- Damage caused by heat, chemicals, heavy impact, improper cleaning, or misuse
- Structural movement or issues unrelated to fabrication

4. DELIVERY, PICKUP & TRANSPORTATION LIABILITY

4.1 Delivery

- Delivery is available Australia-wide, quoted individually based on location and access.
- Customers may arrange their own transport if preferred.

4.2 Transfer of Risk

Risk transfers to the customer once the goods are loaded onto any vehicle, including:

- Third-party transport
- Customer-arranged transport

4.3 Pickup

- Pickup available Monday to Saturday, 7:00 AM to 4:30 PM.
- Drivers or customers must check slab condition before leaving.
- Elegance Stone Gallery accepts no liability for damage once goods leave the premises.

5. FABRICATION & INSTALLATION TERMS

Elegance Stone Gallery provides professional in-house stone fabrication and installation services.

5.1 Site Preparation Requirements

The customer must ensure the site is fully prepared before our arrival, including:

- Fixed and level cabinetry
- Correct structural support
- Appliances, sinks, tapware, and fixtures on-site for verification
- Clear access paths
- Safe working environment
- Adequate lighting and space

If the site is not ready, installation may be cancelled or delayed, and call-out fees may apply.

5.2 Site Issues & Structural Problems

We are not liable for installation delays or issues relating to:

- Unlevel or unstable cabinetry

- Incorrect measurements provided externally
- Weak structures
- Restricted access
- Plumbing or electrical obstructions
- Building defects

Any additional work required will incur extra fees.

5.3 Delays Caused by Customers, Builders, or Third Parties

Delays caused by external parties may result in:

- Rebooking fees
- Additional labour charges
- Storage fees
- Rescheduling delays based on availability

Elegance Stone Gallery is not responsible for delays caused by third-party trades.

5.4 Damages Caused by Customers or Third Parties

We are not responsible for damage caused by:

- Other trades
- Incorrect site handling
- Jobs altered after measurement
- Customer misuse
- Heavy impact, heat, or chemical exposure

Repair or replacement will incur additional costs.

5.5 Post-Fabrication Adjustments

Once fabrication is complete, changes in design, cabinetry, or measurements may require:

- Re-cutting
- Re-polishing

- Completely new fabrication

We cannot guarantee perfect alignment of colour or veining during post-fabrication adjustments.

Any additional work or materials will be charged separately.

5.6 On-Site Cutting

Minor adjustments may be done on-site, but:

- Dust, noise, and vibration may occur
- Precision is not equal to factory cutting
- Adjustments are performed only when safe

5.7 Access Requirements

The customer must provide safe access. If access requires additional equipment (e.g., cranes, extra labour), fees apply.

5.8 Final Sign-Off

The customer or representative must inspect and approve the work upon completion.

Any immediate concerns must be raised before our team leaves the site.

Later claims for visible defects will not be accepted.

6. RETURNS, EXCHANGES & REFUNDS

6.1 Returns

- No returns are accepted on any stone or porcelain products.

6.2 Exchanges

- Exchanges are permitted within our inventory only.

- Price differences will be recalculated.
- No monetary refunds will be issued.

6.3 Refunds

Elegance Stone Gallery does not provide refunds of any kind.

7. CUSTOMER RESPONSIBILITIES

Customers must:

- Confirm measurements and design requirements
- Provide accurate site details
- Ensure site readiness
- Protect the stone after installation
- Maintain stone according to industry care standards

8. LIMITATION OF LIABILITY

Elegance Stone Gallery is not liable for:

- Natural variations in stone
- Incorrect measurements provided externally
- Damage after delivery or installation
- Issues caused by other trades
- Chemical or heat damage
- Stains, etching, or discolouration
- Consequential losses such as delays or lost income

Liability applies only to proven damage caused directly by our team.

9. WEBSITE USE, COPYRIGHT & DIGITAL TERMS

9.1 Intellectual Property

All images, product names, content, descriptions, and branding belong to Elegance Stone Gallery. Copying or scraping is prohibited.

9.2 Accuracy of Images

Product photos are indicative; natural stones vary.

9.3 Prohibited Website Activities

Users may not:

- Copy or extract data
- Reuse photos for commercial listings
- Attempt to breach website security

9.4 SEO/AEO Use

Our website incorporates SEO and AEO practices for natural stone, porcelain slabs, benchtops, and related services.

10. FORCE MAJEURE

Elegance Stone Gallery is not liable for delays caused by events beyond our control, including natural disasters, transport disruptions, supplier shortages, or government restrictions.

11. AMENDMENT

These Terms may be updated at any time without prior notice. The latest version will always be available on our website.

12. CONTACT DETAILS

Elegance Stone Gallery Pty Ltd

Email: info@elegancestonegallery.com.au

Operating Hours:

Monday – Saturday: 7:00 AM to 4:30 PM