



Sutton
Brick & Stone, Inc.

where Florida outdoor living ... begins

P.O. Box 292460, Davie, FL 33329-2460

954-472-7646

Terms and Conditions

“The Company” means Sutton Brick and Stone, Inc.

1. The company’s catalogues, price list, web site and other advertising matter shall not form any part of any contract between buyer and company. Any price quotation by the company or its agents or employees shall be deemed to be for the purpose of information only and shall not constitute an offer to sell.
2. Unless otherwise stated in writing all prices quoted are valid for 30 days.
3. The company must be notified by e-mail or fax within 48 hours of delivery of any claims by the buyer of any shortage or damage to goods in transit. Risk in respect of the goods passes to the buyer from the moment of delivery.
4. Due to the nature of natural stone and kiln fired clay products, all images on the company’s web site are only representative of the uses of the various products. Colors may vary and are only intended as a guide. The company cannot be held responsible for any difference in color and shading due to the natural characteristics of natural stone and kiln fired clay products which will always vary from batch to batch.
5. As the number of pieces of tile or brick is nominal, the buyer will be responsible for ensuring sufficient quantities are ordered to cover the required area.
6. Orders are accepted and promises for delivery given conditionally upon our being able to secure the necessary material, and without responsibility for delays arising through risks and uncertainties of manufacture, strikes, accidents, transportation, or other causes or acts of God beyond our control.
7. The supply of goods does not mean that they are suitable for a specific installation. We can only be held responsible for any failure of products supplied by us, to the extent that the manufacturer of such products is prepared to guarantee the same. No products are guaranteed against cracking or spalling.
8. Waste and breakage factors in Natural Stone or kiln fired clay products may constitute 10% - 20% of delivered materials. Waste factor percentages given by the company’s representatives are only for information only and not to be construed as fact.
9. Failure to comply with the required terms of payment will result in the withdrawal of credit terms and all outstanding sums will become immediately due including applicable interest.
10. Prices are subject to alteration without notice.
11. All material special ordered is subject to prepayment or special order deposits. All material special ordered must be purchased in its entirety. Deposit and prepaid funds will be forfeited in the event that a special order has been manufactured and / or shipped from the factory and subsequently canceled by the buyer for whatever reason(s).
12. No material is returnable once it has been removed from the container they were delivered in. Containers include crates, pallets, boxes, cartons, baskets, bulk drops, super sacks or bags. All returned material is at the company’s discretion and is subject to a 25% restocking charge. Transportation of returned material back to our facility is the responsibility of others.
13. All disputes and / or claims are to be settled in Broward County in the State of Florida.