

TERMS & CONDITIONS OF SALE

Definitions:

"Seller" means Ceramics International. "Agreement" means the contract to supply Goods. "Goods" means tiles and any materials provided by the Seller. "Buyer" means customer.

1.Suitable selection of tiles is the responsibility of the purchaser.

2 Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

3>Returns/Credits.

General: Any returns of left over goods after installation, must be authorized by a representative of the Seller before any credit will be given. Any credit issued to a buyer from The Seller will be in the form of either a store credit or a refund that is subject to refund conditions, into a credit card or by transfer.

Where the buyer returns all or the majority of goods purchased, this is deemed as a cancellation of contract and will be treated under a separate set of conditions.

The Seller will not be obliged to accept any goods that are damaged in any way or do not match current batches. Where the Buyer is not happy with the Goods provided, the Buyer is to present a claim within 7 days of delivery.

(i). Tiles returned must be in a saleable condition.

(ii). Only full boxes of currently stocked shades will be accepted.

(iii). Return of goods will not be accepted after 30 days from date of invoice, or if tiles are by Special Order.

(iv). No returns on sale items, discontinued lines or goods out of stock.

(v). Invoice number/s is to be quoted on goods returned for credit.

(vi). A 20% handling charge will apply to returned goods to cover the seller's cost of restocking and administration.

(vii) Cancellation of Agreement. Subject to the approval of the Seller, an purchase order, Layby or any agreement, where a deposit is paid is deemed to be an executed Agreement between both parties. The Buyer is entitled a cooling off period of one day in which an Agreement can be cancelled, after which a 10% restocking fee is paid by the Buyer if and where the goods were prepared. Where an Agreement is cancelled by the Buyer after the cooling off period, regardless whether a deposit or full payment is made, all monies paid to the Seller is forfeited.

4.Limitation of Liability.

No claims shall be allowed in respect of variation in shade and if goods are found to be of a defective nature after tiles are fixed. No tile is guaranteed against crazing.

4.I The seller will not be responsible to the buyer for goods damaged on site. To avoid damage by foreign materials during installation we recommend the use of suitable protective measures after fixing the product.

4.II. No responsibility is accepted for quantities estimated by the Seller. All care is taken by the Seller to make as accurate calculations, but no responsibility is assumed.

4.III All goods sold are subject to their normal and natural colour variations and samples given in the showroom are to be considered indicative only. The seller will not be held responsible for goods issued where the goods show colour variation and/or where the goods are installed.

4.IV. No responsibility will be accepted by the Seller for damage which occurs from the use of cleaning products in cleaning ceramic or porcelain tiles.

4.V. It is the responsibility of the buyer to check all goods and quantities of goods on receipt. The Seller is not liable for the incorrect supply of goods where the buyer installs the incorrect goods. The buyer must give the seller reasonable chance to make good any error of the supply of incorrect goods prior to installation.

4.VI Where polished porcelain tiles contain wax residues, it is the responsibility of the Buyer to remove waxy residues, and cannot claim against the Seller for cleaning expenses.

4.VII Large/Long format tiles may exhibit minimal amounts of bowing. Where unavoidable bowing exists, the Seller takes no responsibility if the Goods have been installed or part installed.

4.VIII The Buyer has no legal right to cancel a purchase agreement. In the event the Buyer cancels the purchase of goods, the agreement is terminated by the Seller and all monies paid by the buyer is forfeited, unless the termination is made 24 hours after the purchase is made.

5. Delivery

No claims shall be allowed in respect of delivery lead times. The buyer shall give the seller a reasonable lead time to deliver goods.

5.I Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

5.II Unless otherwise agreed between the Buyer and the Seller's delivery person, Goods will be left on the ground floor garage or the nearest point of access. The buyer is to grant permission to the Seller's driver to gain entry onto the property of the Buyer, whether the Buyer is present or not.

5.III If the Seller's driver cannot gain entry onto the property of the Buyer for any reason, or if the driver feels the delivery cannot be safely executed for any reason, the Seller will arrange to have the Buyer's goods returned to the property of the Seller until such a time that another delivery can be made. In such a case the Buyer will be required to pay the Seller an additional fee to cover the second delivery.

5.IV. The Buyer cannot claim or cancel, against the Seller for late or delayed delivery. The Seller will, to the best ability, accommodate the Buyer's delivery booking. Where the Buyer elects to engage a third party to be used to execute the delivery due to non-performance of the Seller, the Buyer will assume all responsibility and costs to cover the delivery, and any delivery charges paid to the Seller will be fully refunded to the Buyer.

6. Risk

Risk in the Goods shall pass to the buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

7. Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

8. Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of goods or raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract. In such case all monies paid shall be fully refunded to the Buyer.

9. Special Orders.

Non-Stock items are tiles that are ordered on "Special Order".

The Seller takes no responsibility for quantities calculated. It is the ultimate responsibility of the Buyer to double check and confirm the correct quantity. The Seller cannot accept returns of tiles that are left over from a "Special Order" unless authorized by management. A minimum deposit of 50% is required to confirm a Special Order, with the balance due within 30 days of arrival in store or before delivery, whichever comes first.