

# TERMS AND CONDITIONS OF SALE

## TONY GLOVER TILING & WATERPROOFING

A.B.N 30 206 315 524

3/120 SOUTH PINE ROAD

BRENDALE QLD 4500

PHONE: (07) 3205 3090

Every sale of goods is made subject to these terms and conditions in the exclusion of any different terms or conditions expressed in writing between the buyer and the seller.

### 1. Interpretation

In these conditions of sale:

“Seller” refers to Tony Glover Family Trust ABN 30 206 315 524, trading as Tony Glover Tiling & Waterproofing (TGT);

“Buyer” refers to the purchaser of the goods specified in the invoice attached;

“Goods” refers to the products specified in the invoice attached.

### 2. Seller’s rights in relation to goods

TGT reserves the right to withhold delivery of goods until full payment is received, unless goods are placed on an approved TGT account.

TGT reserves the following rights in the relation to all goods until all accounts owed by the buyer are paid in full to the seller:

**2.1** Ownership of the goods;

**2.2** To enter the buyer’s premises (or the premises of any associated company/agent/individual where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and

**2.3** To keep or resell any goods repossessed pursuant to clause 2.2

### 3. Delivery

**3.1** If delivery is required by the Buyer, the Seller shall arrange for the delivery of the Goods by a transport company, to the Buyers nominated delivery point. The buyer will be charged a fee for the delivery by the transport company and the Seller is entitled to collect the fee on behalf of the transport company.

**3.2** The Seller has no control over the failure/delay of delivery caused by third parties such as Transport contractors; and is therefore not liable for delay on any deliveries.

**3.3** TGT is in no way liable for goods left at the nominated premises once delivery has been made. The delivery records of the transport company shall be proof of delivery of goods.

**3.4** It is the responsibility of the buyer to check all goods on receipt, at time of delivery. No claims will be accepted by the Seller for shortages, imperfections, quality of goods unless made in writing within two days from date of purchase and lodged with the seller in writing (e-mail) with photographic evidence. Any claim not made in accordance with this clause shall be deemed to be waived by the buyer.

**3.5** No claim will be considered after installation. It is the responsibility of the Buyer to check the tiles delivered are the correct tiles, prior to installation.

### 4. Storage

If the seller notifies the buyer that the goods are ready for delivery and the buyer requests the seller to hold the goods on premises, or at an external location nominated by the seller, such goods will be held by the seller at the buyers risk and the seller shall be entitled to charge storage fees in respect of the goods. All goods requested to be stored by the seller, are at the buyers risk.

### 5. Claims and Refunds

**5.1** No Claims whatsoever will be accepted with regard to tile imperfections or shade variation once the tiles have been laid.

**5.2** All Slate, marble and natural stone is sold on the understanding that it is a natural product and variations are common and are therefore sold with no guarantee. Many kiln-fired tiles are specifically made with variation, and therefore may vary in size/shade/colour etc.

**5.3** The buyer should be aware that natural stone and some porcelain tiles may need sealing. If this is the case it is at an extra cost to the buyer, and TGT is not responsible if tiles stain or discolour over time.

**5.4** Shade and size variations on all tiles and mosaics are a part of their natural characteristics. Please examine the goods on delivery as claims will not be accepted unless the buyer complies with clause 5.7 & 5.8 below.

**5.5** TGT is in no way responsible or liable for any expense or injury arising from the transportation of goods or liable for anything that may happen after delivery has been made.

**5.6** If in the circumstance you fall short of tile quantity, it is not the responsibility of TGT, any extras required will be at an additional expense of the buyer.

**5.7** TGT will refund the buyer for excess Tiles provided:

- a) The buyer returns the excess goods within 21 days of delivery or after the goods have left the premises of TGT;
- b) Tiles are returned in the same state and condition and packaged as they were delivered (Full boxes only);
- c) A restocking fee of 15% of the sale price is to be deducted from the refund;
- d) Transport/ Delivery/ Freight costs are not refundable; and
- e) The Buyer must pay all costs associated with the return of the Goods to the Seller including Packaging, transport, delivery, freight charges and any other costs stated by the buyer.
- f) TGT will not take returns on any Trade Material.

**5.8** Returns for refund including deposits are NOT applicable where:

- a) Buyer no longer wants the goods or changes his/her mind;
- b) Buyer is responsible for choosing the wrong size/quantity or colour of goods;
- c) Buyer is responsible for installation that was carried out due to lack of care and expertise and/or by unqualified installers;
- d) Buyer has purchased goods at second quality or on sale;
- e) Buyer has ordered a customised tile

**5.9** The seller shall not be liable for any failure to perform or delay in performance of the contract due to any circumstances beyond the company’s control.