

The following **terms and conditions** are incorporated into and form part of any contract between **Urban Tile Company Pty Ltd** (ABN 57 011 045 953) and the Customer for the supply of Goods, unless otherwise agreed in writing.

1. Definitions

- 1.1 "Australian Standard" means the Australian Standard for Ceramic Tiles ISO 10545-1:2014 .
- 1.2 "Company" means Urban Tile Company Pty Ltd (ABN 57 011 045 953).
- 1.3 "Customer" means the purchaser of Goods or any person acting on behalf of and with the authority of the purchaser of Goods.
- 1.4 "Goods" means any Goods supplied to the Customer including but not limited to. ceramic tiles, porcelain tiles, mosaic tiles, glass tiles, adhesives, sealers and products incidental to the installation of tiles.
- 1.5 "GST" means any applicable tax on goods and services pursuant to A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.6 "Price" shall mean the Price payable for the Goods as agreed between the Company and the Customer and specified in the invoice issued. Unless otherwise stated, the Price shall be inclusive of GST.

2. Payment

- 2.1 All orders placed by a Customer with the Company are subject to a deposit of 40% of the total Price.
- 2.2 Orders will only be secured and processed once the deposit is received.
- 2.3 The balance of the total Price is required at least seven days prior to delivery or collection of Goods.
- 2.4 The Company will not release Goods to the Customer without receiving payment in full.
- 2.5 Customers may pay for the Goods using cash, credit card or any other method of payment specified by the Company.
- 2.6 Payment is only received by the Company when cash or proceeds of other methods of payment are credited and cleared to the Company's bank account.
- 2.7 Customers may not assert or exercise any right of set-off against monies payable by them to the Company.

3. Holds

- 3.1 The Company may place Goods on hold for a maximum of 30 days on receiving payment of the deposit.
- 3.2 If a Customer requires Goods to be placed on hold for longer than 30 days, the Customer must pay the balance of the total Price.

4. Cancellation/Restocking Fee

- 4.1 Where the Price of Goods is not paid in full, the Goods are returned in accordance with clause 8 or the order is cancelled at any time after payment of the deposit, a cancellation fee of 30% of the total Price will apply.
- 4.2 Where a Customer is entitled to a return of a proportion of their deposit, the Company will process a refund by cash, credit card or any other method of payment specified by the Company.

5. Title and Risk

- 5.1 All Goods will remain the property of the Company until such time as payment of the total Price has been made by the Customer.
- 5.2 Upon receiving payment in full for purchase of Goods, legal and equitable title to the Goods will be transferred from the Company to the Customer.
- 5.3 All risk in the Goods will pass to the Customer upon delivery or collection (including all risks associated with loading and unloading). The Company bears no responsibility for Goods delivered to an unattended site.

6. Delivery or Collection

- 6.1 Unless otherwise agreed in writing, the Customer will bear the cost of delivery or collection of the Goods.
- 6.2 The Company will charge a standard delivery fee for the delivery of Goods to the Customer at a secure location on ground floor only. The Customer may incur an additional fee for alternative delivery arrangements.
- 6.3 The Company will only deliver Goods to a site deemed safe under the Company's Work Health and Safety Policy. Should the site be deemed unsafe, delivery will need to be re-arranged at the expense of the Customer.
- 6.4 Upon delivery or collection, the Customer will inspect the Goods and check for correctness of type, quality, quantity, appearance, colours, patterns and suitability of purpose prior to laying, installation or use.
- 6.5 The Customer will be deemed to have accepted the Goods unconditionally in the following circumstances:
 - (a) failure to return Goods in accordance with clause 8;

- (b) laying, installing or use of the Goods in any way by the Customer.

7. Defective Goods

- 7.1 Sample tiles provided by the Company are intended for use as a guide only and may vary from the final product.
- 7.2 In accordance with the Australian Standard , the Customer acknowledges that Goods supplied by the Company may contain or be subject to slight variations comprising of the following characteristics:
 - (a) spots, specks and blemishes;
 - (b) variations in colour, shade, size, pattern, texture, density, surface and finish;
 - (c) fading or changes in colour over time;
 - (d) optical effects under varying light sources and at different angles.
- 7.3 The Customer acknowledges that Goods with one or more of the characteristics referred to in clause 7 are not defective or of unacceptable quality.
- 7.4 However, a Customer will be entitled to a full refund or replacement where Goods are wrongly supplied or deemed faulty in accordance with Australian Standard upon delivery or collection.

8. Returns

- 8.1 Returns will only be accepted where the following conditions are met:
 - (a) the Company has assessed the Goods and agrees, at its sole discretion, to accept their return; and
 - (b) the Goods are returned at the Customer's cost within 30 days of the order being dispatched; and
 - (c) the Goods are returned with the invoice or receipt note that was issued upon delivery; and
 - (d) the Goods are returned in the condition in which they were delivered, remain in original unopened boxes and with all packaging material, brochures and instruction material; and
 - (e) the Goods are in as new condition as is reasonably possible in the circumstances and from current stock held by the Company.
- 8.2 Any returns accepted by the Company in accordance with clause 8.1 will incur a restocking fee in accordance with clause 4.
- 8.3 Subject to the Customer's rights under Australian Consumer Law, the Company will not accept the return of the following under any circumstances:
 - (a) Goods that have been sold at wholesale or discounted prices ,
 - (b) Goods that were specifically made, sourced, ordered or purchased for the Customer;
 - (c) Goods that were used, installed, laid, damaged or altered in any way by the Customer; or
 - (d) Goods that are no longer in stock or have been discontinued.

9. Installation and Use

- 9.1 The Company may calculate an estimate for the quantity of goods required.
- 9.2 It is the responsibility of the Customer to check this quantity estimate with the installer carrying out the installation, prior to commencing work.
- 9.3 The Company bears no responsibility for any estimates that are discovered as under or over in quantity.
- 9.4 Some chemicals or cleaning products can damage tiles.. Tiles damaged through cleaning are not deemed faulty.

10. Indemnity

- 10.1 The Customer agrees to indemnify the Company from all liabilities, losses, damages, costs or expenses incurred or suffered by the Company, and from all actions, proceedings, claims or demands made against the Company arising from:
 - (a) the Customer's failure to comply with any applicable law, rules, standards, regulations or instructions applicable to the Goods or use of the Goods; and/or
 - (b) any negligence of breach by the Customer and/or its employees, agents or contractors in relation to the Goods or use of the Goods.

11. General

- 11.1 These terms and conditions of sale shall be governed by and construed according to the laws of the Commonwealth of Australia and the State of Queensland.