

**TERMS AND CONDITIONS OF SALE**  
**TONY GLOVER TILING & WATERPROOFING**

A.B.N 30 206 315 524

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All sale of goods are 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 on the invoice

“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;

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

### **3.DELIVERY / PURCHASES**

**3.1** If delivery is required by the Buyer, the Seller shall arrange for the delivery of the Goods by a third-party 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** If the third-party delivery company attempts to deliver the goods and is unsuccessful due to site access or the buyer not being available, any additional fees will be passed onto the buyer for immediate payment for re delivery of goods.

**3.3** 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.

**3.4** 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.

**3.5** All pallet deliveries are completed by a Moffatt unload only, the drivers will not hand unload any pallet / large orders.

**3.6** It is the responsibility of the buyer to check all goods upon receiving, 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 in written form with photographic evidence. Any claim not made in accordance with this clause shall be deemed to be waived by the buyer.

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

**3.8** All tiles/delivery fees must be paid in full prior to tiles being orders / delivered to site.

**3.9** 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.

### **4.CLAIMS**

**4.1** No Claims whatsoever will be accepted with regard to tile imperfections or shade variation once the tiles have been laid. It is the responsibility of the Buyer to check the tiles delivered are the correct tiles, prior to installation.

**4.2** No responsibility will be accepted for damage which occurs from the use of acids in cleaning or any other procedure which is not recommended by the manufacturer.

**4.3** All Slate, marble and natural stone is sold with 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.

**4.4** The buyer should be aware that natural stone and some porcelain tiles may require sealing. If this is the case, it will be an extra charge to the buyer, and TGT is not responsible for staining or discolouration.

**4.5** Shade and size variations on all tiles and mosaics are a part of their natural characteristics. No claims can be made in regards to size or shade variations.

**4.6** All deposits, partial payments or payments in full made prior to dispatch or collection of goods are non-refundable

**4.7** Tiles made to order cannot be cancelled or returned for credit. Should the order be cancelled before the goods are made a cancellation fee of 25% of the full purchase price will apply if the Tile Supplier is able to cancel production.

**4.7** It is not the responsibility of TGT if your tile order falls short due to miscalculations, any extras required will be at an additional expense of the buyer. TGT can not be held accountable if the supplier does not have further stock available in the same batch/ shade.

**4.8** All tiles can be slippery when wet, TGT will not be liable for any injuries that may occur due to inappropriate tile selections/ purchases

### **5. REFUNDS**

**5.1** TGT will refund the buyer for excess tiles provided under these circumstances only:

a) The Tile Supplier has accepted & will take the returned tiles - this is out of our control, as each supplier operates differently. Returns are only accepted if they have certain amount of stock of that shade in their system

b) Should the Tile Supplier accept the return, the buyer must return the excess goods (directly to the supplier) within 10 days of delivery or after the goods have left the premises of TGT;

c) Tiles are returned in the same state and condition and packaged as they were delivered. Only full boxes will be accepted; no open/ partial boxes or destroyed boxes, or broken tiles can be returned;

d) A restocking fee of 25% of the sale price is to be deducted from the refund;

e) Transport/ Delivery/ Freight costs are not refundable; and 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.

**5.2** 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 is carried out due to lack of care and expertise and/or by unqualified installers;

d) Buyer has purchased goods that are end of line or on sale;

e) Buyer has ordered a customised tile order

**5.3** TGT will not take returns on any Trade Material / Tools / Products

**5.4** 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