

# Conditions of Sale

## GENERAL CONDITIONS

- We give no guarantees other than those extended by the Manufacturer.
- No responsibility can be accepted for crazing, cracking, or chipping of tiles.
- The Purchaser assumes responsibility for ordering the correct quantity of goods and Lazema Tiles Pty Ltd shall in no way be responsible for any loss the Purchaser may suffer due to the ordering of an incorrect quantity of goods.
- Although every effort will be made to provide the exact product for subsequent re-orders, identical shades, batches, or prices cannot be guaranteed.
- Lazema Tiles Pty Ltd shall not be liable in any respect for advice provided herein regarding fixing, grouting, sealing, cleaning, or maintenance.
- Determining the suitability of our products for any intended use shall be solely the responsibility of the Purchaser.
- To the extent permitted by the Trade Practices Act, Lazema Tiles Pty Ltd.'s responsibility is limited to the replacement of materials supplied only. Lazema Tiles Pty Ltd not to be liable for any loss or damage incurred by the purchaser whether caused by any defective materials or otherwise.
- Lazema Tiles Pty Ltd shall not be liable for any damage or breakage whatsoever occurring after delivery or for any loss incurred by the Purchaser because of such damage or breakage.
- Fixing a product constitutes acceptance of the product and these conditions. For all the tiles, goods should be checked prior to fixing to ensure they are the correct product, color, and batch/shade. No claims will be accepted once tiles have been fixed.
- Claims arising from transit damage must be notified to us within 2 (two) days of receiving goods.

## SHADE OR COLOUR VARIATION

- Shade variations are an inherent feature of all tiles. No responsibility can be accepted for such variations.
- Samples are indicative only and goods supplied may be subject to variation in color and size.
- Reasonable variations in color and veining must be expected in all-natural stone and handmade and hand glazed products. Lazema Tiles Pty Ltd shall not be liable for any such variations as may occur in materials supplied.

## SAMPLES

- Samples size for porcelain tiles are 10 x 10 or 15 x 15 cm, and smaller chips for mosaics (depends on the shape). These samples are to be used for color coordination and mood boards, full pieces are to be viewed in store or on images provided online.

## GLASS MOSAICS

- Due to the semi-transparent nature of some glass mosaics, only a white adhesive should be used.
- If a color grout is to be used, this must be mixed into the adhesive, due to the mosaics being thin.
- Slight chipping of glass mosaic tiles (5 per sheet) are associated with the method of manufacturing glass mosaic and shall not be cause for return, claim compensation. We recommend that glass mosaics only be laid by experienced glass mosaic tilers. Inexperience with this material can result in damage and incorrect laying.

## STONE TILES

- 0.5 mm size differences in tiles/pavers are allowed.
- By receiving this document, it's agreed, understood, and accepted that Travertine, Marble, Limestone and Sandstone is a product of no two pieces will be identical by means of characteristics and appearance and 5% breakage, chips and hair cracks is allowed due to the nature of the stone.
- It is recommended that only epoxy glue and grout be used in the fixing of stone tiles as the use of cement-based products can cause burning of the polished surface.
- The composition of stone tiles may include a variety of metals and minerals which, when exposed to strong acid and alkaline solutions (such as cement and water or ammonia) will undergo a chemical reaction. It is therefore not possible to use cement or cement-based adhesive when fixing these tiles. Doing so may cause burning, blistering, or staining. Use only a pure epoxy adhesivespread evenly on the back of the tile. In addition, only pure epoxy grout may be used.
- Stone tiles should not be cleaned with acid or acid-based industrial cleaners.
- It is a condition of sale that all stone be inspected prior to delivery.
- We recommend that stone tiles only be laid by experienced stone tilers. Inexperience with this material can result in damage to the polished surface are incorrect laying.

## ENGINEERED TIMBER

- Engineered timber products are made from natural materials. Individual pieces and batches may vary in colour, texture and naturally occurring features.
- Printing, photography, and a single sample is indication only and not necessarily representative of the overall design.
- The supplied product will contain variation from board to board and the colour may change overtime with exposure to UV light.
- Each flooring product continues to take up and release moisture during its life, depending on local conditions, environmental conditions, and weather changes. Being aware of this and checking conditions is important before installation.
- For a lasting floor product, it is essential to install your floating floor in accordance with our guidelines. Please read installation guides before proceeding with your flooring installation. You need to request from us.

## PAYMENT

- All goods must be paid for on delivery unless otherwise agreed to in writing by Lazema Tiles Pty Ltd.
- Goods ordered must be collected within seven (7) days or order and must be paid for in full, unless otherwise agreed to in writing by Lazema Tiles Pty Ltd.
- Interest at the rate of two (2) per cent per month of the price of the goods is payable if the goods are not paid for within fourteen (14) days of the due date for payment.
- A storage charge calculated at the rate of two (2) per cent per month will be incurred thirty (30) days from when the purchaser is notified that the goods are available for collection.
- Any discounts, including trade discounts, are strictly conditional upon the full purchase price being paid by the due date.

## DELIVERY

- Delivery and /or pick up are to be arranged prior to the delivery date and may incur charges.
- Shipping rates of your order is based on the weight of the products, and your location of delivery.
- In the event of goods not being received owing to the Customer's absence at the stated address, any additional delivery charges will be charged to the Customer's account
- Lazema Tiles Pty Ltd. will not be liable for any damages or loss incurred by the Customer because of any delay in delivery of materials or otherwise.

## TITLE

- Title to the goods shall not pass to the purchaser until payment in full is received (subject to clearance of any cheque or transfer) from the purchaser
- The purchaser agrees to:
  - a, store goods which have not been paid for separately;
  - b, keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account and immediately remit such funds to the credit of Lazema Tiles Pty Ltd and;
  - c, if any goods are used in a manufacturing process or mixed with other materials, the purchaser shall record the value of goods so

consumed in relation each unit of finished product.

-If the purchaser does not pay for any goods on the due date, Lazema Tiles Pty Ltd is hereby irrevocably authorized by the purchaser to enter the purchaser's premises (or any premises under the control of the purchaser or as agent of the purchaser if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever.

#### **CREDITS AND RETURNS**

-Tiles will be accepted for return in the following circumstances:

- a, they are in its original unused condition, of current stock and are of the same shade and batch as current stock.
- b, they are accompanied by the purchaser's copy of the invoice
- c, they are returned in the full, unopened, unmarked, and unbroken packages in which they were sold
- d) they are returned within seven (7) days of the date upon which they were sold
- e, the purchasers pay an amount equal to 30% of the purchase price by way of handling / restocking charges and if, where authorization is obtained by the Purchaser from Lazema Tiles Pty Ltd prior to return.

We do not refund the original shipping and handling that was paid on the order.

- Lazema Tiles Pty Ltd will not accept the return of any tiles that

- a) are indent or non-stock lines, custom-made products, handmade & clay products or where goods have been specially ordered or sold at special discounted price.
- Freight charges for the return of goods are the responsibility of the Purchaser and if not repaid by the purchaser will be deducted from the amount of credit.

#### **OTHER CONDITIONS**

-Acids in cleaning chemicals may damage the surface of tiles. No responsibility will be accepted.

-Smooth tile glazes may be scratched by abrasives during installation. We recommend that protective measures be taken immediately after the fixing of tiles.

-Under certain conditions, porcelain and stone may require sealing. For further information, please contact a sealing specialist such as Spirit Marble Care Aquamix.