

TERMS & CONDITIONS OF SALE

By visiting our showroom/purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Please read these Terms of Service carefully before purchasing from our showroom.

ORDERING & SPARES It is the responsibility of the customer/tiler/builder to confirm and check their order prior to ordering, including all quantities, tile dimensions, and colours selections. We may assist with measuring, though do not accept any responsibility for any errors in quantities (over or under), as we are governed to set-outs and site conditions.

We recommend adding the industry standard of 10% to allow for wastage, cuts and breakages of tiles during or after installation, though this is dependent on set-outs, lay and type of tile i.e Clay and the desired look you are after.

Plans measured by Aspire Ceramics are based on non-construction plans/drawings, and therefore quantities will be indicative only and a final quotation will be required with up to date/final construction plans. It is imperative to have the quantities checked as stated above.

Quantities may vary slightly as tiles are sold in full boxes and are rounded to the nearest full box size. Some mosaic tiles are sold per sheet or square metre within a full box quantity and are therefore rounded to the full box size and/or sheet if sold per sheet.

We recommend allowing enough tiles as spares, for future use/repairs. Please check that you have sufficient product before tiling as no guarantee is given that subsequent supplies of the same product will be available or will match in shade from the same batch previously purchased. Please note: If additional tiles are required, your order may incur a small order/freight charge that will be at the customer/builder's expense.

Please note – See in store for details, as some lines incur a minimum order and/or special-order fee.

INDENT ITEMS & SPECIAL ORDERS Should your order contain special order or indent (specially imported) items, no cancellations, exchanges or returns will be accepted. Importation timelines for indent items vary from 10-16 weeks, providing your tiles are in stock. Aspire Ceramics takes no responsibility or liability for any delays due to waiting on production and/or shipping. Manufacturing, shipping, fumigation, delivery delays, strikes and natural disasters are beyond our control, though we will endeavour to communicate openly regarding the timelines and progress updates.

DELIVERY & COLLECTION When you receive your delivery, please inspect your tiles;

- Verify: the finish, colour, size and pattern of the tiles matches your order
- Count: the quantity of the tiles matches your order
- Check: all boxes are labelled with the same shade and colour (Please note if you are requesting additional tiles, there may be batch variations due to unavailability and may incur a special-order fee)
- Inspect: all tiles for defects or damage

It is the responsibility of the tiler under management of the builder and/or homeowner to check tiles before laying them. We recommend you do your due diligence and only engage with qualified installers.

We will hand deliver or arrange for a crane truck/forklift truck to deliver your tiles. All deliveries are to the front room or garage only at the specified address. For OH&S we only deliver to ground level, firm ground site conditions (for truck), within a 10m walk and easily accessible (clear from debris and mess) from the road/driveway. Should these conditions not be met, additional charges may apply, or a non-delivery will occur. Once tiles have been delivered, they become the sole responsibility of the purchaser.

If you opt to collect your tile order from our showroom, we must be notified in advance of the day and time you wish to collect. All medium to large orders will be packed onto a pallet and will be forked onto the back of a flatbed ute/trailer. We will let you know prior to collection the approximate size of the pallet for your reference. It is still your responsibility to check your order once collected.

FAULTY TILES/BREAKAGES If for some reason the tiles in your order are damaged, incorrect, or faulty, please document any damage or issues with photos (ideally still in original packaging) to help identify the cause. All claims must be notified to admin@aspireceramics.com.au within 48 hours of delivery.

Please note: Installation of the product constitutes acceptance, no claims for replacement or return in respect to variation, noticeable defects, size/shade variation, incorrect delivery or any other fault that should have reasonably been obvious prior to laying will be accepted after tiles have been installed. Tiles cannot be guaranteed against crazing, as this is a normal process which can occur overtime.

Please note: Tiles are quoted in their approximate size only. As an industry standard their actual size can vary by +/- 3mm.

Aspire Ceramics cannot guarantee the availability of replacement tiles of the same colour, shade/batch or pattern after the time of purchase. Once the tiles have been laid, liability will not be accepted for colour matching or blending or for the replacement.

RETURN OF GOODS & FEES

- a. Returns must be made within 30 days from invoice date
- b. Must be in perfect/un-opened condition, matching current stock/batch and shade
- c. Goods accepted for credit are subject to a 25% restocking/handling fee plus any re-collectable charges (the cost back to our importer or to our warehouse)
- d. Minimum quantity of 5m² will be accepted back
- e. No returns will be accepted on special order items, indent items, discounted orders where a special price has been provided or discontinued items

PRICING All prices quoted and invoiced are inclusive of GST. Pricing of our products is subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance.

Should your quote expire prior to approval and payment being received, it will need to be requoted to ensure pricing is current and stock is available.

DISCONTINUED TILES As stock fluctuates quickly, Aspire Ceramics cannot guarantee that tiles chosen in a selection will be available at the time of final order confirmation. Should a reselect be required, Aspire Ceramics will endeavour to recreate the look and style as originally selected within the same price allowance.

CLAY, STONE & SEALING DISCLAIMERS Refer to attachments.

PRODUCT VARIATIONS & CLEANING Any sample tiles are indicative samples only and may not be a true and exact representation of the tile received by the Client. Aspire Ceramics takes no responsibility for variations in size, impression, thickness, finish or colour due to batch variations from the manufacturing process.

It should be noted that natural stone tiles are a natural product with variations to colour and veining as well as other specific markings. Display tiles and sample boards are an indication of colour and shade only and tiles may vary from batch to batch.

You must inspect tiles prior to installation to check colour, veining, thickness, sizing, finish and quality, and prepare any blending required to meet owner/builder approval. No responsibility will be accepted by Aspire Ceramics for damage which occurs from the use of acids in cleaning or any other procedure which is not recommended by the manufacturer.

WARRANTY All tiles are guaranteed against manufacturing defects and to remain an integral part of the flooring system for a period of ten years from the date of purchase for Domestic use and seven years for Commercial use.

The benefits conferred by this guarantee are in addition to, and not in substitution for, any other rights and remedies given to consumers in relation to goods under the Trade Practices Act (and similar State and Territory Laws) and are subject to the following terms and conditions:



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Warning: the tiles must be fixed in accordance with the relevant fixative manufacturer's instructions and/or AS3958-1 "Guide to the Installation of Ceramic Tiles". This guarantee does not cover any failure of the tiling system where the application of any of the substrate materials, fixatives or the fixing of the tiles is not carried out in accordance with the manufacturer's instructions and/or AS3958-1 "Guide to the Installation of Ceramic Tiles". Furthermore, this guarantee will not cover situations where it cannot be satisfactorily demonstrated that substrate materials and fixatives are fit for purpose.

We advise customers to purchase 10%-15% additional quantity to allow for tiles which are damaged during or after installation. Aspire Ceramics does not guarantee the availability of replacement tiles of the same colour, batch or pattern after the time of purchase. Once the tiles have been laid, liability will not be accepted for colour matching, blending or for the replacement of tiles with obvious visual faults. Tiles with obvious manufacturing defects should not be laid. Aspire Ceramics will replace such tiles subject to availability. Facilities for the repair of broken tiles are not available.

Ceramic and porcelain tiles can be slippery when wet and liability will not be accepted for accidents due to inappropriate tile selection, maintenance, or carelessness. It is up to the Client when selecting and ordering tiles, to be comfortable that the tile selected suits their needs and be correct for the environment which it is being laid.

Regular cleaning and maintenance must be strictly adhered to, otherwise this guarantee may be voided. If a purchaser makes a claim under this guarantee, Aspire Ceramics may, in its sole discretion, offer to either replace or repair the goods, supply equivalent goods, or pay the cost of replacing the goods, having the goods repaired or obtaining equivalent goods.

Fully vitrified natural finished porcelain tiles do not require sealing when they have a determination of stain resistance of greater than 3 as tested by the CSIRO.

PRIVACY Aspire Ceramics collects your personal information here to allow us to supply you with goods or services. By placing an order with us, you consent to us providing your name, contact details and delivery address to third parties (including our importers or delivery contractors) for the purpose of fulfilling and delivering your order. If you have any questions, please email us at admin@aspireceramics.com.au