

# RETAIL TERMS & CONDITIONS OF SALE

## **Terms of Payment**

- Payment in full prior to delivery.
- Ex stock orders when required to be held: 50% deposit at confirmation of order with the balance to be paid within 30 days, or prior to delivery, whichever is the sooner. Deposit is only refundable if the order is cancelled within 7 days of the date of order.
- Special production orders: 50% non refundable deposit at the confirmation of the order. Balance to be paid prior to delivery.

## **Freight**

- Freight is payable on all deliveries.
- The Company is not a common carrier and does not undertake the obligations or liabilities of a common carrier.
- The Middle Earth Tile Company Ltd will use its best endeavours to meet the required delivery date, by making the goods available for collection, but will not be responsible for any loss, damages or any other claims arising from any delay.

## **Quantities**

- Any representation by The Middle Earth Tile Company Ltd staff as to the quantity of goods required are estimates only. It is the buyer's responsibility to verify and confirm quantities and to purchase additional quantities if for any reason estimates are incorrect. In the event of an over-estimate goods may only be returned in line with the Company's Returns policy.

## **Shading / Batch Variation / Size Variation**

- There may be variations in shade and size between the sample and the delivered product (and between one batch of product and another) due to the manufacturing process by which terracotta and stone are produced. Variation in shade and size is not a defect.
- Nominal sizes are indicated, actual sizes can and will vary. If mixing tile sizes, compatibility should be confirmed.

## **Claims**

- The customer is responsible for checking the tiles prior to installation. Any claims must be made before the tiles have been laid.

## **Returns**

- Goods must be accompanied by original invoice.
- Only currently stocked lines will be accepted for credit, in reasonable condition in full and original unopened cartons and packaging.
- Goods will be only accepted within 30 days of purchase.
- Non-stock items, (product specifically for your order), indented items, job lots, miscellaneous items, Run of Kiln tiles, Seconds, and "sale" goods, are not returnable.
- Refunds may take up to 10 working days to process.
- A 20% handling fee applies to returned goods.
- If applicable, the cost of return freight to our factory in Warkworth will be deducted from any refund.
- We will accept for return or full credit:
  - Faulty goods.
  - Goods sent in error – product / quantity.