



## CONDITIONS OF SALE (TILES)

The Customer acknowledges and agrees that :

- goods supplied may exhibit variations in shade, colour, durability, texture, size, weight, dimensions, surface and finish, and may fade or change colour over time; and
- shade & size variation is inherent in all kiln-fired products including ceramic, glass, porcelain & terracotta tiles and may be evident between shipments of a particular Good or even among Goods of one type from the same shipment; and
- all Goods made from natural products are sold on the basis that they are man-manipulated but not man-made and are therefore sold with no guarantee or warranty whatsoever. Such Goods may exhibit significant variations in colour, physical dimensions, density, surface texture, slip-resistance & markings/veining/pattern from one piece to the next; and
- any Goods produced through polishing, grinding or honing processes may, with varying light sources and at differing angles, display optical effects such as hazing or smudging as an inherent characteristic. These are visual effects only and do not affect the performance or life span of the Goods and is not considered a defect by the relevant Australian standard; and
- the Company recommends that immediately after installing or applying the Goods, suitable protective measures be taken to avoid unnecessary damage to the Goods. The Company shall not be held liable for any loss, damages, or costs however resulting from tiles and other Goods becoming scratched by foreign abrasive material, stained or contaminated with foreign substances during or after installation or application ; and
- upon delivery and before laying/installation/use, to check and inspect all Goods for correctness of type, quantity, quality, aesthetics/appearance & suitability of purpose before installation ; and
- the act of laying/installing/using the Goods constitutes the Customer's full & unconditional acceptance & approval of all the characteristics of the goods in all regards. No claims whatsoever will be accepted in regard to correctness of type, quantity, quality, aesthetics/appearance & suitability of purpose after laying/installation/use ; and
- the method by which the Customer proposes to install or apply the Goods are in accordance with accepted industry standards and are satisfactory for the purpose intended and that all instructions issued by the manufacturer of the Goods, adhesive, grout & other incidental materials used are precisely followed; and
- sufficient Goods are purchased to complete the works. The Company cannot guarantee the on-going or future supply of any Goods. Quantity estimates of Goods required, and provided to the Customer by the Company, their employees or associates are purely estimates, and as such, the Company will not accept any liability for any shortfall or oversupply of Goods.
- for defective Goods the Company's liability is limited to either (at the Company's absolute discretion) re-delivering the Goods or equivalent Goods (no installation, re-installation, removal or labour charges of any kind are payable) or repairing the Goods. No further damages in respect of any defect claim are applicable.
- Once an order has been placed for Goods, a full refund for the deposit is only available within 7 days.  
After 7 days and within 30 days, exchange or credit can be given. A 20% restocking fee will incur for refunds. All Items must be in its original unopened condition and packaging upon return.  
After 30 days no refunds, exchange or credit will be given.  
All custom made order items (locally, non-standard or overseas) are non refundable or exchangeable in any circumstances. If goods are in the process of manufacture they must be paid for in full.  
For all warranty claims the goods must be brought back to Ascent Living. Costs associated with removal & reinstallation is not covered under the warranty.  
After installation oversupply of Goods may be returned for a refund. Unless otherwise agreed in writing, a maximum of 10% of Goods may be returned in these situations.