

Tile Warranty

Terms & Conditions

Product Warranty Conditions

Porcelain, Ceramic and Manufactured Tiles sold by BetterTiles Pty Ltd are covered by this 7 Year Limited Warranty. BetterTiles® warrants that the products supplied are free from manufacturing defects in materials and workmanship at the time of supply and, when installed, used and maintained in accordance with all applicable requirements, will retain their intended performance characteristics for a period of seven (7) years from the date of purchase.

This Warranty is limited solely to manufacturing defects and does not constitute a warranty of installation, workmanship, design, fitness for a particular application, substrate performance, waterproofing performance, structural performance, or ongoing aesthetic appearance.

Conditions of Warranty

This Warranty applies only where:

- Installation complies with AS 3958.1 and all applicable Australian Standards.
- Products are installed, handled, maintained and used in accordance with manufacturer recommendations.
- Products must be inspected prior to installation and only used for their intended purpose.
- Products are properly maintained in accordance with BetterTiles maintenance recommendations.

Tile Purchase & Selection

Claims will not be accepted if a product is installed that is not suitable for the purchaser's intended purpose. It is the purchaser's sole responsibility to ensure the product is appropriate for their needs before ordering and accepting or installing the product. BetterTiles does not provide warranties regarding the suitability of any product for a specific purpose or location.

Inspection Prior to Installation

The purchaser, builder, installer or owner must inspect all products prior to installation.

Installation of the Product constitutes full acceptance of all visible characteristics including colour, shade, pattern, texture, finish, calibre, dimensions and any other visually apparent feature. No claim will be accepted after installation for any defect, variation or characteristic that was reasonably visible prior to installation.

Exclusions

This Warranty does not cover:

- Installation workmanship
- Structural movement, building settlement or substrate failure
- Waterproofing failure, moisture ingress or hydrostatic pressure
- Adhesive failure, grout failure or movement joint failure
- Impact damage, point loading or abuse
- Thermal shock or excessive temperature exposure
- Chemical attack, acid damage or staining
- Improper cleaning or maintenance
- Fair wear and tear, abrasion or scratching
- Flooding, plumbing leaks or water damage
- Use of incompatible products or installation systems
- Any alteration, repair or modification performed without BetterTiles' written approval
- Products sold as seconds, clearance stock, B-grade products or discontinued products.

Claims Procedure

All warranty claims must be submitted through the retailer or contractor where the product was purchased.

Any claim must be submitted in writing thirty (30) days of the alleged defect becoming apparent.

No rectification works are to be undertaken until BetterTiles® has been given reasonable opportunity to inspect the alleged defect.

The claimant must provide:

- Proof of purchase;
- Product details;
- Installation details;
- Photographs;
- Access for inspection if required.

Remedies Available

If BetterTiles determines that a valid claim exists, BetterTiles® may, at its sole discretion:

- a. repair the defective Product if deemed suitable to do so;
- b. replace the defective Product with the same Product or an equivalent Product; or
- c. refund the original purchase price of the defective Product.

These remedies are the exclusive remedies available under the Warranty to the maximum extent permitted by law

7 Year Warranty

Replacement Tiles

If BetterTiles® elects to replace Products covered by this warranty, the following conditions apply: BetterTiles' liability is limited solely to the replacement or resupply of the products determined by BetterTiles to be defective. Unless expressly stated otherwise in this Warranty, BetterTiles is not responsible for the replacement, resupply, removal or reinstatement of any non-defective products, including adjacent, surrounding or matching materials.

Where only a portion of an installation is affected, BetterTiles may, as its sole discretion, replace or resupply only the defective products. BetterTiles shall not be obliged to replace or resupply the entire installation, floor, wall, area or project to achieve colour, shade, pattern or aesthetic consistency.

Any replacement or resupply of products under this Warranty does not extend, renew or recommence the original Warranty Period.

Liability Limitations

To the maximum extent permitted by law, BetterTiles shall not be liable for labour costs, removal costs, reinstallation costs, freight costs, project delays, liquidated damages, accommodation costs, loss of profit or any indirect, incidental or consequential loss.

BetterTiles' total liability under this Warranty shall not exceed the original invoice value of the affected Products.

The warranties expressly outlined in this document are the only warranties provided by BetterTiles for this product. All other warranties, representations, assurances, guarantees, obligations (including negligence), and promises, whether expressed or implied, and whether arising under general law or statute, are excluded to the maximum extent allowed by law.

This warranty applies only to 'First Quality' products. It does not cover products labelled or sold as 'B Grade', 'factory seconds', or discontinued stock, which are sold "as is".

All tiles can be slippery when wet. Liability is not being accepted for accidents due to inappropriate tile selection, maintenance or carelessness.

Except as stated herein, no other warranty, express or implied is provided, including any warranty of fitness for a particular purpose or any warranty relating to laying of tiles. No retailer, builder, specifier, installer, manufacturer, dealer, distributor, agent or employee has authority to increase the scope or alter the terms or coverage of this warranty. No agreement to replace, resupply or reinstall shall in any event act to extend the period of coverage of any warranty provided.

Transferability

This Warranty may be transferred by the original purchaser to a subsequent owner of the property in which the Products have been installed, provided that:

- a. The Product remains installed at the original location;
- b. The terms, conditions, exclusions and limitations of this Warranty continue to apply in full;
- c. The subsequent owner acquires no greater rights than those held by the original purchaser;
- d. Proof of purchase, product identification and installation records can be provided upon request; and
- e. The Warranty Period continues from the original date of purchase and is not extended, renewed or recommenced as a result of any transfer.

Any transfer of this Warranty does not create any contractual relationship between BetterTiles and the subsequent owner beyond the obligations expressly set out in this Warranty.

Australian Consumer Law

The following statements also apply if you, as the original purchaser, are acquiring the products as a 'consumer' for the purposes of the Australian Consumer Law:

- a. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- b. The benefits to you given by this warranty are in addition to your other rights and remedies under a law in relation to the goods or services to which this warranty relates.

Any part of this warranty document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the document continue in full force.

Natural Stone Exclusion

This Warranty does not apply to Natural Stone Products. Natural stone products are supplied subject to BetterTiles' Natural Stone Limited Liability Statement and associated supply conditions.

Commercial Projects

This Warranty does not create any obligation on BetterTiles greater than the obligations imposed by applicable law. Under no circumstances shall BetterTiles be liable for rectification costs, defect rectification orders, latent defect claims, builder warranty obligations, statutory warranty obligations or contractual obligations assumed by any builder, developer, contractor, consultant or third party.

Company Details

BetterTiles Pty Ltd
ABN 65 683 813 489
25 Fox Street, Holroyd NSW 2142

Phone: (02) 9361 4388
Email: info@bettertiles.com.au
Website: bettertiles.com.au

