

Terms & Conditions

1. Company

- 1.1. The “Company” means BetterTiles Pty Ltd ABN 65 683 813 489, also known as BetterTiles.
- 1.2. The “Customer” means any person, firm, company, government body or other entity which the Company contracts to supply goods or services.
- 1.3. “Goods” means all tiles, flooring products, slabs, stone, accessories, samples, display materials and related products supplied by the Company.
- 1.4. “Order” means any purchase order, quotation acceptance, invoice or request for supply submitted by the Customer.

2. Trading Terms & Credit Accounts

- 2.1. All goods supplied by the Company are subject to these Terms & Conditions.
- 2.2. These Terms & Conditions supersede any terms contained within purchase orders or other documents issued by the Customer unless otherwise agreed in writing by the Company.
- 2.3. The Company reserves the right to approve, decline, suspend or withdraw trading accounts or credit facilities at its discretion.
- 2.4. Unless otherwise agreed in writing, all invoices are payable strictly in accordance with the approved trading terms.
- 2.5. The Company reserves the right to place accounts on hold where invoices remain overdue.
- 2.6. If not stated in the quotation provided, orders placed are quoted based on landing at our Sydney warehouse and do not include delivery charges.
- 2.7. The Customer shall be liable for all costs incurred by the Company in recovering overdue monies, including debt recovery agency fees, legal costs and associated expenses.
- 2.8. The Company reserves the right to register a security interest under the Personal Property Securities Act 2009 (Cth) (“PPSA”) over all goods supplied.

3. Pricing & Quotation

- 3.1. Quotations are valid for thirty (30) days unless otherwise stated.
- 3.2. Prices are subject to change without notice due to fluctuations in freight, shipping, exchange rates, supplier pricing, duties or international supply conditions.
- 3.3. Project quotations are based on the supply of the entire project scope and may be amended prior to order confirmation.
- 3.4. Orders for indent, made-to-order or specially sourced products will not proceed until a formal purchase order and required deposit have been received.
- 3.5. Unless otherwise stated, pricing excludes freight, delivery, unloading, crane hire, Hiab services and site-specific delivery requirements.
- 3.6. Quantities supplied may require rounding to full boxes, pallets or crate quantities.
- 3.7. Quotations provided by the Company are indicative only and remain subject to final confirmation of quantities, stock availability, freight and production.
- 3.8. Estimates of quantities provided by the Company are supplied as a courtesy only. Final verification of quantities remains the responsibility of the Customer, builder, contractor or installer.
- 3.9. Wholesale pricing, project pricing, rebates and commercial supply arrangements are confidential and must not be disclosed to third parties without prior written consent from the Company.

4. Orders & Supply

- 4.1. The Customer is responsible for reviewing all orders, quantities, product selections, finishes, sizes and specifications prior to confirmation.
- 4.2. Purchase orders are required to secure stock allocation.
- 4.3. Lead times provided are estimates only and may vary due to supplier production schedules, international freight delays, port congestion, customs processing or circumstances beyond the Company’s control.
- 4.4. Due to the nature of kiln-fired and natural products, variations between batches, shades, calibre and finish are to be expected.
- 4.5. Samples, showroom displays, photography and marketing materials are indicative only and may not represent the exact appearance of supplied products.
- 4.6. The suitability of any product for its intended application remains the responsibility of the Customer.
- 4.7. Test reports and technical information may be supplied where available but do not constitute project-specific certification or installation advice.
- 4.8. The Company reserves the right to partially supply, backorder or allocate stock where supply limitations occur.

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5. Specialty & Indent Orders

- 5.1. Orders for specially sourced, customised, indent or made-to-order products may not be cancelled, deferred or amended without the Company's prior written approval.
- 5.2. Specialty and indent orders require a minimum 50% non-refundable deposit prior to commencement.
- 5.3. Production quantities may vary due to manufacturing processes and the Customer agrees to accept and pay for final quantities produced.
- 5.4. Additional costs arising from changes requested by the Customer including special freight, revised specifications, mock-ups or production amendments will be payable by the Customer.
- 5.5. Estimated lead times for specialty or indent orders are approximately 10–12 weeks from confirmation, subject to supplier production and international freight schedules.
- 5.6. Specialty, indent, customised, discontinued and non-stocked items are non-returnable.

6. Freight & Delivery

- 6.1. Delivery dates are estimates only and are subject to transport availability and site accessibility.
- 6.2. Deliveries are generally curb-side only unless otherwise agreed.
- 6.3. The Customer must ensure:
 - Accurate delivery details are supplied;
 - Appropriate access is available for delivery vehicles;
 - Adequate unloading facilities and labour are available where required; and
 - A representative is present to receive and inspect goods.
- 6.4. Failed deliveries, re-deliveries, storage, waiting time, crane hire, Hiab services or site access issues may incur additional charges payable by the Customer.
- 6.5. Risk in the goods passes to the Customer upon delivery, collection or dispatch from the Company's warehouse.
- 6.6. The Company accepts no responsibility for delays, damages or losses caused by third-party freight providers once goods are dispatched.

7. Inspection, Claims & Installation

- 7.1. The Customer must inspect all goods immediately upon delivery and prior to installation, redistribution or resale.
- 7.2. Any claims relating to shortages, damages, incorrect supply, shade variation or visible defects must be submitted in writing within forty-eight (48) hours of receipt.
- 7.3. Installation, fixing, cutting, sealing or use of products constitutes acceptance of the product's visible quality, shade, calibre, finish and suitability.
- 7.4. The Company accepts no liability for products once installed.
- 7.5. All ceramic and porcelain products may be subject to inherent manufacturing variation, including crazing, shade movement and dimensional tolerances.
- 7.6. The Customer is responsible for ensuring products are suitable for the intended application and installed in accordance with Australian Standards and industry best practice.
- 7.7. It is recommended that sufficient overage is ordered to account for cuts, wastage, breakages and future maintenance.

8. Natural Stone

- 8.1. Natural stone and terrazzo are natural products and inherently contain variation in colour, veining, movement, texture, density, markings and composition. These characteristics are not considered defects.
- 8.2. No two pieces of natural stone will be identical.
- 8.3. Minor chips, edge irregularities, pitting, fill variation and movement are characteristic of natural stone products.
- 8.4. The Customer acknowledges that breakage may occur during transport and handling.
- 8.5. All natural stone products should be sealed in order to assist in reducing moisture absorption and staining, while sealing assists in reducing moisture absorption and staining, it does not make it stain-proof, waterproof or maintenance free.
- 8.6. Certain stone products may require sealing prior to installation depending on the application.
- 8.7. Penetrating sealers do not prevent surface etching, scratching, wear or staining.
- 8.8. Natural stone must be stored indoors or protected from weather exposure and direct sunlight prior to installation.
- 8.9. To the maximum extent permitted by law, BetterTiles' liability in relation to natural stone products is limited solely to the replacement or credit of defective material supplied by the Company.
- 8.10. BetterTiles shall not be liable for:
 - Natural variation between samples and supplied material;
 - Stone movement, efflorescence, pitting, etching, oxidation or weathering;

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- Damage caused during handling, installation, fabrication or sealing;
- Labour, removal, reinstallation or associated project costs; or
- Losses arising from incorrect product selection, maintenance or environmental conditions.

8.11. Natural stone should be installed, sealed and maintained by qualified industry professionals experienced in working with natural materials.

9. Returns, Cancellations & Restocking

- 9.1. Returns will only be considered with prior written approval from the Company.
- 9.2. Approved returns must be lodged within thirty (30) days of invoice date.
- 9.3. All approved returns are subject to a minimum 20% restocking fee.
- 9.4. Goods must be returned in original packaging, full boxes and resaleable condition.
- 9.5. Goods that are damaged, opened, wet, installed, discontinued, specially ordered, outlet or non-current stock will not be accepted for return.
- 9.6. Freight and associated costs relating to returns are the responsibility of the Customer.
- 9.7. Cancellation of confirmed orders may incur a mandatory cancellation fee of 20% and associated supplier or freight charges.

10. Retention of Title & PPSR

- 10.1. Legal and equitable title to the goods shall remain with the Company until all monies owing by the Customer are paid in full.
- 10.2. Until payment is received in full, the Customer:
- Holds the goods as bailee for the Company;
 - Must store goods separately and clearly identifiable;
 - Must not encumber or grant security interests over the goods; and
 - Must maintain adequate insurance over the goods.
- 10.3. The Company may enter any premises where goods are stored to recover unpaid goods without liability for trespass or resulting damage.
- 10.4. The Customer acknowledges that these Terms create a security interest under the PPSA and consents to the Company registering its interest.
- 10.5. The Customer undertakes to do all things necessary to enable the Company to perfect and maintain its security interest.

11. Confidentiality

- 11.1. The Customer agrees that the dealings between the Customer and the Company are and shall remain strictly confidential and shall not be disclosed by the Customer to any other person
- 11.2. The Customer must not disclose confidential information to third parties except:
- With prior written consent of the Company;
 - To employees or advisers who require the information and are bound by confidentiality obligations; or
 - Where disclosure is required by law.

12. Limitation of Liability

- 12.1. To the maximum extent permitted by law, the Company's liability is limited to:
- Replacement of the goods;
 - Repair of the goods; or
 - Credit equivalent to the purchase value of the goods supplied.
- 12.2. The Company shall not be liable for indirect, consequential or economic loss including loss of profit, project delays, labour costs, removal costs or third-party claims.
- 12.3. The Customer acknowledges that product suitability, installation methods and maintenance remain outside the Company's control.

13. Force Majeure

- 13.1. The Company shall not be liable for delay or failure to perform obligations due to circumstances beyond its reasonable control including but not limited to:
- Natural disasters;
 - Flood, fire or extreme weather;
 - Port congestion or container shortages;
 - International freight disruption;
 - Supplier manufacturing delays;
 - Labour shortages or industrial action;
 - Government restrictions;
 - Power outages;
 - Pandemic events;
 - Transport disruption; or
 - Any other unforeseen circumstance beyond the Company's reasonable control.

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14. Warranty

- 14.1. Subject to the conditions, exclusions and limitations contained within the Company's published warranty documentation, BetterTiles provides a limited 7-year warranty on eligible 'First Quality' tile products supplied by the Company.
- 14.2. The warranty applies only where products:
- Are installed in accordance with the relevant Australian Standards, including AS3958;
 - Are installed using industry-approved installation methods and materials;
 - Are suitable for the intended application;
 - Have been properly maintained; and
 - Have not been altered, misused, incorrectly installed or subjected to abnormal conditions.
- 14.3. The Customer must ensure all products are inspected prior to installation. Installation constitutes acceptance of the product's visible quality, shade, calibre, finish and suitability.
- 14.4. Warranty claims will not be accepted for:
- Products installed with visible defects;
 - Shade, texture, veining or finish variation inherent to natural products;
 - Damage caused by incorrect installation, structural movement, lack of expansion joints, substrate failure or moisture ingress;
 - Wear and tear, scratching, etching or impact damage;
 - Improper cleaning, sealing or maintenance;
 - Products sold as outlet, discontinued, second quality or factory seconds; or
 - Natural stone, fabricated pieces or custom-made products unless otherwise expressly agreed in writing.
- 14.5. Any warranty claim must be submitted in writing together with supporting documentation, imagery and proof of purchase.
- 14.6. The Company reserves the right to inspect the goods and installation prior to determining any warranty claim.
- 14.7. To the maximum extent permitted by law, remedies under warranty are at the sole discretion of BetterTiles and may include:
- Replacement of defective goods;
 - Supply of equivalent goods;
 - Repair of the goods; or
 - Credit equivalent to the original purchase value of the affected goods.
- 14.8. BetterTiles shall not be liable for labour costs, removal costs, reinstallation costs, project delays, loss of profits or indirect or consequential damages arising from warranty claims.
- 14.9. Any replacement or resupply provided under warranty does not extend the original warranty period.
- 14.10. The benefits provided under this warranty are in addition to rights available under the Australian Consumer Law.