

Natural Stone

Limitation of Liability

Limited Liability Conditions

Natural Stone products supplied by BetterTiles Pty Ltd are products of nature and are not subject to the BetterTiles Limited Product Warranty applicable to porcelain, ceramic and manufactured tile products.

Natural Stone is formed through natural geological processes and, as such, each piece is unique. Variations in colour, shade, veining, movement, pattern, texture, density, porosity, mineral composition, surface finish, filling, pitting and other naturally occurring characteristics are inherent features of the material and are not defects.

Natural Stone supplied by BetterTiles is provided on the basis that the purchaser, specifier, builder, installer and end user acknowledge and accept these inherent characteristics and the potential for variation between samples, photographs, display boards, previous supplies and delivered products.

Natural Stone Acknowledgement and Limitation	The purchaser acknowledge and agree that natural stone is a geological and naturally occurring material and is not a manufactured or homogeneous product. As such, natural stone inherently contains naturally occurring variations, inconsistencies and features which are characteristic of the material and are accepted throughout the international natural stone industry as normal and expected.
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Inherent Features	Without limitation, natural stone products may contain or develop: • colour and tonal variation; • variation in veining, movement and patterning; • pits, pores, fissures, dry spots or open veins; • mineral deposits, crystal formations or geological markings; • textural and surface irregularities; • variation in density and porosity; • resin-filled, repaired or reinforced sections; • mesh backing or stabilisation treatments; • natural oxidation or weathering; • edge irregularities; • variation in finish, reflectivity or polish level; and • natural ageing, patina development or environmental change over time.
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Characteristic Acknowledgement	The purchaser acknowledges that the characteristics described: a. are inherent characteristics of natural stone; b. are not defects, faults or non-conformities; c. do not constitute defective materials or workmanship; d. do not render the Goods unfit for purpose; and e. shall not give rise to any entitlement to replacement, rejection, rectification, damages or other claim against the Supplier.
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Industry Standard Manufacturing	Industry-standard processing methods including but not limited to resin filling, stabilisation, reinforcement, epoxy repairs, honing and polishing, edge rectification etc. are accepted practices within the natural stone industry and shall not constitute defects or non-compliance with the Supplier or this deed.
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Samples Provided	Samples, photographs, showroom displays, mock-ups and prior shipments are indicative only and cannot represent the full range of natural variation that may occur within supplied stone materials. No guarantee is given that supplied materials will precisely match samples, previously supplied batches or approved prototypes.
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External Factors	The purchaser acknowledge that the suitability of Natural Stone for the intended application depends upon numerous factors outside the reasonable control of the supplier, including: • substrate preparation, fixing and installation practices; • structural movement; • sealers and maintenance; • environmental conditions; • exposure to moisture, salt, chemicals or pollutants; • cleaning methods and ongoing care and maintenance; and • A combination of the above
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Exclusions	BetterTiles cannot guarantee: • exact consistency between slabs, batches or shipments or future availability of matching material; • resistance to natural weathering, oxidation, efflorescence or environmental change; • that repaired, filled or reinforced areas will remain visually unchanged over time; or • that natural stone will remain free from scratching, etching, staining, chipping, crazing or wear during normal use or environmental exposure.
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Claims Procedure

All 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 and photographs. Access for inspection maybe required to assess the claim; prior consent will need to be obtained from the purchaser if this is 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 agreement to the maximum extent permitted by law

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 agreement shall not exceed the original invoice value of the affected Products.

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 document. No agreement to replace, resupply or reinstall shall in any event act to extend the period of coverage of any warranty provided.

BetterTiles shall not be liable for any claim arising from:

- a. natural variation or inherent geological characteristics;
- b. latent faults, fissures or natural weaknesses within the stone;
- c. industry-standard filling, repairs or reinforcement;
- d. weathering, oxidation, efflorescence or environmental exposure;
- e. staining, etching, scratching, chipping or normal wear and tear;
- f. fabrication or installation by others;
- g. cleaning methods, sealers, ongoing care and maintenance;
- h. exposure to moisture, salt, chemicals or pollutants;
- i. accidents due to inappropriate product selection or carelessness;
- j. structural, substrate or building movement; or
- k. aesthetic dissatisfaction relating to natural variation

For the avoidance of doubt, BetterTiles shall have no liability for labour, fabrication, cutting, processing, transport, installation, removal, replacement, project delay, liquidated damages, professional fees or any costs incurred after the Product has left BetterTiles' control.

Natural stone claims often become fabrication claims rather than material claims.

Transferability

This agreement 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 agreement 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 claim 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 agreement does not create any contractual relationship between BetterTiles and the subsequent owner beyond the obligations expressly set out in this document.

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 document are in addition to your other rights and remedies under a law in relation to the goods or services to which this document relates.

Any part of this 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.

No Matching Material

BetterTiles does not warrant that replacement material will match previously supplied material in colour, shade, veining, pattern, texture, finish or appearance. Variations between shipments, batches and quarry production are inherent characteristics of na

Company Details

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