

TERMS & CONDITIONS OF SALE

1. All goods, unless specifically noted, are sold ex-store and are transported only at the Customer's risk and expense.
2. It is the responsibility of the Customer to ensure enough goods are purchased to complete their job.
3. Alstonville Tiles & Floorcoverings cannot guarantee future supply of any product.
4. Plan take offs are estimates only and no responsibility is taken by Alstonville Tiles & Floorcoverings, its employees or associates for the accuracy of these take offs.
5. No guarantees are made by Alstonville Tiles & Floorcoverings, their employees or associates, expressed or implied as to the quality or performance, including slip resistance and the provision of slip resistance test results, of any product supplied by Alstonville Tiles & Floorcoverings. It is the end user's (Architect, Builder, Property Owner) responsibility to ensure the suitability, fit for purpose, and safety of the products they purchase or specify, including the obtaining of slip resistance test results and their associated cost, if required.
6. It is the responsibility of the Customer to check all goods on receipt. No claims will be investigated by Alstonville Tiles & Floorcoverings for shortages, batch variations, product quality or performance after 48 hours from delivery, or if tiles have been fixed (installed). Installation indicates acceptance of all the above.
7. Alstonville Tiles & Floorcoverings does not warrant the installation of any product installed by a third party. If the installation is to be carried out by a third party, Installation instructions should be sourced from the manufacturer.
8. No claims whatsoever will be accepted regarding batch variations, crazing or any other inherent characteristic of kiln fired products.
9. Goods sold as 'Clearance', 'Run of Kiln' (ROK), and '2nd Quality', cannot be returned for credit. Likewise, they are sold with no guarantee or warranty whatsoever, and no claims will be accepted for any reason.
10. All stone products are sold on the understanding that it is a natural product and therefore is sold with no guarantee whatsoever.
11. Alstonville Tiles & Floorcoverings are not liable for any expense or injury arising from the use or misuse of any product supplied by it.
12. No product will be accepted for credit or exchange unless accompanied by the Customer's copy of the invoice and must be in unopened cartons, of current shade and colour
13. Products will not be accepted for return or credit unless returned within 30 days of the invoice date.
14. 25% of the total invoiced value will be deducted from any credit arising from the return of goods to cover handling costs
15. Any additional transport costs accrued in returning product to our suppliers for credit will be at the Customer's expense.
16. Any Supplier restocking fees associated with returning product for credit will be at the customer's expense.

17. No carpet or sheet vinyl products can be returned for credit.
18. No credit will be allowed for products where they were ordered in specifically for the customer or for non-stocked items
19. Alstonville Tiles & Floorcoverings reserve the right to refuse to accept any product for credit.
20. For the purposes of the Personal Property Securities Act 2009 (PPSA) (as amended from time to time) "Goods" means any and all present and after acquired goods and services supplied by Alstonville Tiles & Floorcoverings. The Goods shall be entirely at the risk (including loss, damage or deterioration) of the Customer from the ex-store time of delivery of the Goods. The Customer acknowledges that the title in all Goods ordered, delivered or agreed to be sold remains with Alstonville Tiles & Floorcoverings and shall not pass until payment in full of the purchase price of such Goods (including freight, handling and all other charges levied) is made by the Customer.
21. Alstonville Tiles & Floorcoverings failure to exercise any right under these Terms and Conditions of Sale or failure to insist on strict performance of any part of these Terms and Conditions of Sale does not operate as a waiver and a partial exercise of a right does not preclude any further or fuller exercise of that right.
22. These Terms and Conditions of Sale now include our Safe Delivery Policy and supersede any previous form of Alstonville Tiles & Floorcoverings Terms and Conditions of Sale, they do not affect the validity of any previous guarantee.
23. Alstonville Tiles & Floorcoverings may alter the Terms and Conditions of Sale at any time, without notice.
24. **WARNING: SLIP RESISTANCE RATINGS**
Variations in slip ratings are inherent in all batches of ceramic tiles and between tile products supplied by different manufacturers, as is the case with the colour, shade and sizing of ceramic tiles. A product's stated Slip Rating is derived from an initial, single test batch of ordered tile product only. Slip resistant test results are not provided for any subsequent batches that may be manufactured.

Likewise, slip resistant test results are not provided for any gloss or polished finish tile, as these are clearly not slip resistant products.

Therefore, irrespective of whether a slip rating test has been provided for a selected tile product, the end user must acknowledge that these results can vary from batch to batch and agree that it is the end user's (Architect, Builder, Property Owner) responsibility to obtain independent slip resistance testing and reports for all selected tile products to ensure their suitability, fitness for purpose, and safety.

Alstonville Tiles & Floorcoverings, to the extent permitted by law, are not liable for any loss, damages, or costs (howsoever arising) resulting directly or indirectly from the end user's failure to obtain independent slip resistance testing and reports for all tile products and batches that they intend to order.

It is important to understand that the long-term effectiveness of any slip resistant flooring product, will be greatly diminished by inadequate cleaning and maintenance regimes. This also needs to be recognised by the end user (Architect, Builder, Property Owner) when specifying or placing an order for slip resistant products.

A simple [Google search](#) will provide end users with NATA accredited companies who can provide independent slip resistance testing, if required.

25. These terms and conditions shall be governed in accordance with the law as of the State of NSW.



SAFE DELIVERY POLICY

Workplace Health and Safety laws provide protection for workers, so they are not injured performing deliveries.

All Alstonville Tiles & Floorcoverings staff including delivery workers, have the right and are empowered to refuse the delivery of goods, if they believe it puts themselves or others at risk of injury.

In the event that the site access is deemed to be unsafe, the client will be contacted and the materials either returned to Alstonville Tiles & Floorcoverings warehouse, or left safely at the curb side, closest to the entry point of the property, but only when we deem that it is safe and practicable to do so. – If a second visit is required to the site to affect the delivery, the client will be charged a second delivery fee.

Businesses, building companies, contractors, and members of the public, all have a legal responsibility to ensure that their work sites and premises are safe for workers to access in performance of their duties. - The penalties for failing to do so can be severe.

The following conditions of delivery apply:

- DELIVERY IS ONLY PROVIDED TO THE GROUND FLOOR AND FRONT OF THE PREMISES.
- MATERIALS WILL BE PLACED INTO A GARAGE OR SINGLE INTERNAL GROUND FLOOR ROOM ONLY.
- ANY REQUIREMENTS BEYOND THIS, MUST BE EXPRESSED PRIOR TO DELIVERY AND AGREEMENT REACHED WITH THE MANAGEMENT AND DELIVERY PERSONNEL, AS TO THE PRACTICALITY AND COST OF ANY SUCH REQUEST. - THIS WILL BE EVALUATED ON AN INDIVIDUAL BASIS.
- THE DELIVERY OF GOODS TO SITE IS NOT AN OBLIGATION OF THE TRANSACTION FOR THE SALE OF GOODS, IT IS PROVIDED AS AN EXTRA SERVICE; IT IS NOT A CONSUMER RIGHT.
- ALSTONVILLE TILES & FLOORCOVERINGS MAY REFUSE TO AFFECT THE DELIVERY OF MATERIALS FOR ANY REASON WE DEEM APPROPRIATE OR NECESSARY, REGARDLESS OF THE CUSTOMERS INDIVIDUAL NEEDS OR THE PROJECT'S TIME CONSTRAINTS.
- ALSTONVILLE TILES & FLOORCOVERINGS WILL NOT BE HELD RESPONSIBLE FOR ANY CUSTOMER OR THIRD-PARTY COSTS OR HARDSHIP, ARISING AS A RESULT OF OUR FAILURE TO PERFORM THE DELIVERY OF MATERIALS, FOR ANY REASON OR AT ANY TIME.
- CUSTOMERS ARE NOT TO ATTEMPT TO ASSIST IN THE DELIVERY OF THEIR GOODS, AS THEY ARE NOT COVERED BY OUR INSURANCE IF THEY ARE INJURED IN THE PROCESS

HOW YOU CAN HELP

Prior knowledge of site hazards and restrictions can protect property and goods from accidental damage and keep delivery workers and members of the public safe.

- Describe the delivery route to us, walk it yourself, identify any potential hazards along the route, and advise us beforehand of any potential obstacles affecting ingress or egress to the property. E.g., Steep gravel driveway, uneven surface etc.
- Identify obstacles that cannot be moved that may impede the delivery process.
- Ensure that your driveway (Access) is capable of accommodating our delivery vehicle and advise us immediately if it is not. – For your information, our delivery vehicle's critical dimensions are as follows:

Length Overall 4.985m.

Height Overall 2.110m.

Width Overall 1.865m.

Turning Circle (kerb to kerb) 9.8m.

GVM 4,983kg.



- **Ensure that your own vehicles are not parked in such a way that they impede access for our delivery vehicle.**
- **Advise if body corporate delivery procedures must be met. E.g., time and lift restrictions, use of trolleys.**
- **One of the biggest risks to delivery workers is ‘slips and trips,’ especially on steps or stairs which should be avoided, remove any debris, building materials, obstacles, mats, or furniture, along the delivery route which could cause a trip or slip hazard.**
- **Ensure pets are securely restrained – Especially dogs! - If your dog is unrestrained and appears aggressive, the delivery will not take place and the goods will be returned to Alstonville Tiles & Floorcoverings warehouse.**
- **Keeping in mind the above requirements, prepare a secure location, out of the weather, for your goods to be deposited, and advise us of this location or mark the site clearly for our delivery personnel’s benefit.**
- **Materials such as vinyl plank, hybrid vinyl plank, and engineered timber flooring, must be stored inside the premises in order to avoid damage caused by moisture and to acclimatise (Reach Equilibrium) to the internal temperature and relative humidity conditions present. These types of products typically need to be delivered a minimum of 24 - 48 hours prior their installation. They should not be subjected to direct sunlight either. Please keep these requirements in mind when requesting and scheduling a delivery of these products.**

