



Terms and Conditions

1. Introduction

Welcome to The Tile HQ (TTHQ). By accessing or using our services, you agree to comply with and be bound by the following terms and conditions.

2. Definitions

- **"TTHQ"** refers to The Tile HQ, ABN 19672349461.
- **"Customer"** refers to any individual or entity purchasing products from TTHQ.
- **"Products"** refers to ceramic and porcelain tiles distributed by TTHQ.

3. Orders and Payment

- All orders are subject to acceptance by TTHQ.
- Payment must be made in full at the time of order unless otherwise agreed in writing.
- Title of the goods shall not pass from TTHQ to the customer until payment is received in full.
- Prices are subject to change without notice.
- If Customer fails to make a payment as per agreed terms, Customer must pay interest on the outstanding at a rate of 10% per month.
- Customer will be liable for TTHQ legal and other costs incurred in seeking to recover any overdue payment.

4. Delivery

- TTHQ will make every effort to deliver products within the agreed timeframe. However, delivery times are estimates and not guaranteed.
- Risk of loss or damage to products passes to the customer upon delivery.

5. Returns and Refunds

- Returns are accepted within 15 days of delivery, provided the products are in their original condition and packaging.
- Refunds will be processed within 10 business days of receiving the returned products.
- Subject to the Trade Practices Act or other applicable legislation or law, custom orders and special orders are non-refundable.

6. Warranty

- The goods are only guaranteed to the extent of any guarantee given by the manufacturer of the goods.
- This warranty does not cover damage caused by misuse, improper installation, or normal wear and tear.

7. Limitation of Liability

- TTHQ's liability is limited to the replacement or repair of defective products only or the refund of the purchase price.
- TTHQ is not liable for any tiles once the tiles have been installed.
- TTHQ is not liable for any indirect, incidental, or consequential damages.
- TTHQ is fully liable permitted by the Australian Consumer Law, TTHQ's liability should be limited to the above three points.

8. Variation in the Characteristics of the Products

- Shade variation and crazing are inherent of all kilns fired ceramics and natural stone, and will not be considered faulty.
- Optical hazing or smudging could occur in polished porcelain goods, and it will not be considered defective Products.
- Any Slip resistance test results supplied by the TTHQ to the Customer are based on available samples/stock at the time of testing, the Customer acknowledges that such results might vary from batch to batch.

9. Governing Law

- These terms and conditions are governed by the laws of Victoria, Australia.
- Any disputes arising from these terms and conditions will be subject to the exclusive jurisdiction of the courts of Victoria, Australia.
- Any provision of these Terms & Conditions that is found to be invalid, unenforceable or illegal shall be excluded from these Terms & Conditions only to the extent necessary to avoid that effect. All other provisions of the Terms & Conditions shall remain valid and enforceable.

10. Changes to Terms and Conditions

- TTHQ reserves the right to modify these terms and conditions at any time. Changes will be effective immediately upon posting on our website.
- These Terms and Conditions constitute the entire agreement between the Parties in respect of the matters dealt with in these Terms and supersede all prior agreements, understandings and negotiations in respect of the matters dealt with in these Terms and Conditions.

11. Contact Information

- For any questions or concerns, please contact us at wholesale@thetilehq.com.au