



Boutiquetileco.

## DELIVERY INFORMATION

Upon receiving your order, please take the time to carefully inspect your purchase. Check that you have received the correct product, correct quantity of tiles, and inspect for visible damage.

Goods must be stored in a safe, dry and secure environment.

Please contact Boutique Tile Co via [hello@boutiquetileco.com](mailto:hello@boutiquetileco.com) within 2 days of receiving your order if your order has not been met.

We use external third-party courier companies. While an attempt may be made to place goods inside your property, delivery will most likely be kerbside only.

## Boutique Tile Co – Terms & Conditions of Sale (Final)

Last updated: Final version for adoption

These Terms & Conditions apply to all quotations, orders and sales of products supplied by Boutique Tile Co ("we", "us", "our") to you ("you", "your"). By placing an order, paying a deposit, or accepting delivery of goods, you agree to be bound by these Terms.

### 1. Application of Terms

1.1 These Terms form part of the contract between you and Boutique Tile Co for the supply of products.

1.2 These Terms apply to all transactions unless otherwise agreed in writing by us.

1.3 Any terms proposed by you that are inconsistent with these Terms are expressly excluded.

1.4 If any provision of these Terms is unenforceable, it will be severed and the remaining provisions will continue in full force.

### 2. Quotes & Orders

2.1 Quotes are valid for 30 days from the date of issue unless otherwise stated.

2.2 We reserve the right to withdraw or revise a quote prior to acceptance.

M 0405 451 852  
E [hello@boutiquetileco.com](mailto:hello@boutiquetileco.com)

18/130-164 Brisbane Rd  
Mooloolaba QLD 4557

[boutiquetileco.com](http://boutiquetileco.com)  
ABN 83 627 023 482



2.3 An order is accepted once we confirm the order in writing or accept payment of a deposit.

2.4 All prior discussions, representations or agreements are superseded by these Terms and the accepted order documentation.

### 3. Pricing & GST

3.1 All prices are quoted in Australian Dollars and include GST unless stated otherwise.

3.2 Prices may be varied prior to invoicing due to factors beyond our control including supplier price increases, freight, exchange rates, customs charges or changes in government charges.

3.3 Obvious typographical or clerical errors in pricing may be corrected by us at any time.

### 4. Deposits & Payment

4.1 The following payment terms apply unless otherwise agreed in writing:

(a) Stock items: 50% deposit of the quoted price (including GST) is required to confirm the order.

(b) Special indent or import orders: 100% payment is required prior to confirmation.

(c) Holding deposits for limited-batch products or slabs: 50% deposit.

4.2 Full payment of the balance is required prior to collection or delivery of goods, or within 4 weeks of purchase date (whichever occurs first).

4.3 Payment is deemed received when cleared funds are received into our nominated account.

4.4 We reserve the right to suspend or cancel an order if payment is not made in accordance with these Terms.

### 5. Delivery & Collection

5.1 Delivery is arranged via third-party couriers and is generally kerbside delivery only unless otherwise agreed in writing.

5.2 Delivery dates and times are estimates only.

5.3 We are not liable for delays caused by couriers, suppliers or events beyond our control.

5.4 Risk in the goods passes to you upon delivery or collection.

5.5 You must ensure safe access to the delivery location and that someone is available to receive the goods.

## 6. Inspection & Customer Responsibilities

6.1 Upon delivery or collection, you must immediately inspect the goods for correct product, correct quantity and visible damage.

6.2 Any issues must be reported to us in writing within 2 days of delivery or collection.

6.3 Goods are deemed accepted if no written notification is received within this timeframe.

6.4 You are responsible for ensuring goods are stored safely, undercover, on level ground and protected from damage, moisture and contamination.

## 7. Product Characteristics & Industry Standards

7.1 Tiles, porcelain and natural stone products are subject to inherent variations in colour, shade, pattern, veining, calibre, size, thickness and texture.

7.2 Samples, showroom displays and images are provided as a guide only and may not exactly represent supplied goods.

7.3 Minor variations or characteristics of the material do not constitute defects.

7.4 Sizes stated are nominal only.

7.5 Slip ratings, performance data and technical results are guides only and subject to Australian Standards.

## 8. Installation & Use

8.1 You must inspect goods prior to installation and again after installing a small quantity.

8.2 No claims will be accepted once goods are installed, laid, cut or altered.

8.3 Installation must be carried out by a qualified tradesperson in accordance with manufacturer instructions and Australian Standards.

8.4 We are not responsible for installation, substrate suitability, sealing, cleaning methods or maintenance.

## 9. Returns & Cancellations

9.1 Nothing in this clause limits your rights under the Australian Consumer Law.

9.2 Orders may not be cancelled without our prior written consent.

9.3 If a cancellation is approved, any refund may be subject to:

(a) an administration fee;

(b) supplier cancellation or restocking charges; and

(c) freight or handling costs already incurred.

9.4 Holding deposits secure allocation of goods. Any refund is at our discretion based on individual circumstances.

9.5 Returns are only considered if:

(a) reported within 2 days of delivery;

(b) goods are unused, uninstalled and in original packaging;

(c) goods are in saleable condition; and

(d) the supplier accepts the return.

9.6 Approved returns may be subject to a restocking fee in accordance with supplier policies.

9.7 The following goods are not returnable:

(a) special indent or import orders;

(b) made-to-order or fabricated items;

(c) sale or clearance items; and

(d) installed, used or altered goods.

## 10. Title & Risk

10.1 Risk passes to you upon delivery or collection.

10.2 Title to the goods does not pass until full payment has been received.

## 11. Limitation of Liability

11.1 To the maximum extent permitted by law, our liability is limited to replacement of the goods or refund of the purchase price paid.

11.2 We are not liable for indirect or consequential loss including loss of profit, delay costs, removal or reinstallation costs.

11.3 Nothing in these Terms excludes any rights or remedies that cannot be excluded under the Australian Consumer Law.

## 12. Force Majeure

12.1 We are not liable for failure or delay in performance due to events beyond our reasonable control.

### 13. Trade Customers (Builders, Designers, Commercial Clients)

13.1 This clause applies only to approved trade account customers.

13.2 We reserve the right to register a security interest under the Personal Property Securities Act 2009 (Cth).

13.3 You agree to indemnify us for all costs incurred in recovering unpaid amounts.

### 14. The Contract

14.1 These Terms, together with any accepted quotation, order confirmation and invoice, constitute the entire agreement between the parties.

14.2 No variation is binding unless agreed in writing by Boutique Tile Co.

### 15. Governing Law

15.1 These Terms are governed by the laws of the State in which Boutique Tile Co operates and the laws of Australia.