

TERMS & CONDITIONS OF SALE

1. In these Terms the Applicant(s) for the New Account Application is/are referred to as "the Customer".
2. All goods, unless specifically noted, are sold ex-store and transported at the Customer's risk and expense.
3. It is the responsibility of the Customer to ensure that sufficient goods are purchased to complete their job. The Tile Factory Wholesale Pty Ltd cannot guarantee future supply of any product.
4. No guarantees are made by The Tile Factory Wholesale Pty Ltd, their employees or associates, expressed or implied as to the quality or performance of any product supplied by The Tile Factory Wholesale Pty Ltd.
5. It is the responsibility of the Customer to check all goods on receipt. No claims will be investigated by The Tile Factory Wholesale Pty Ltd for shortages, batch variations, product quality or performance after 48 hours from delivery, or if tiles have been fixed.
6. No claims whatsoever will be accepted with regard to batch variations, crazing or any other inherent characteristic of kiln fired products.
7. All stone products are sold on the understanding that it is a natural product and therefore is sold with no guarantee whatsoever.
8. The Tile Factory Wholesale Pty Ltd is not liable for any expense or injury arising from the use of any product supplied by it.
9. 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. Product must be returned within 30 days of the date of purchase. 25% of the total invoice value will be deducted for handling. All transport costs are at the Customer's expense.
10. No credit will be allowed for products that were ordered in for Customers, sold at wholesale or sale prices, discontinued, run of kiln and second quality.
11. The Tile Factory Wholesale Pty Ltd reserves the right to refuse to accept any product for credit.
12. To secure payment of all monies that the Customer is liable to pay to The Tile Factory Wholesale Pty Ltd under this New Account Application document ("Application") the Customer hereby charges in favour of The Tile Factory Wholesale Pty Ltd, as beneficial owner and as trustee of any Trust, all of the Customer's right, title and interest in land held presently or in the future wherever located ("the Land") and, separately, all of the Customer's right, title and interest in personal property held presently or in the future. The Customer agrees that, immediately upon request by The Tile Factory Wholesale Pty Ltd, the Customer will execute and deliver to the Company a mortgage in registrable form in respect of the Land, such mortgage incorporating The Tile Factory Wholesale Pty Ltd's standard covenants as prepared by The Tile Factory Wholesale Pty Ltd's solicitors. By reason of this agreement to give a mortgage in favour of The Tile Factory Wholesale Pty Ltd the Customer acknowledges that The Tile Factory Wholesale Pty Ltd is an equitable mortgagee in respect of the Land. The Customer agrees that The Tile Factory Wholesale Pty Ltd may register caveats over the Land in respect of the charge and/or equitable mortgage. The Customer further irrevocably appoints The Tile Factory Wholesale Pty Ltd and any solicitor nominated by The Tile Factory Wholesale Pty Ltd severally as the Customer's attorney to execute, obtain and/or register a mortgage or caveat or other security to support the charges and/or the mortgage. If any part of this clause or charge or mortgage created by this clause becomes void or unenforceable, it may be severed from this Application without any effect on its validity and the Customer will not be exonerated from this Application in whole or in part. Nor will The Tile Factory Wholesale Pty Ltd's rights, remedies or recourse against the Customer in any way be prejudiced or adversely affected by such severance.
13. Credit facilities will be considered for approval after the Customers have signed the appropriate application for credit form, together with directors' guarantee thereon.
14. Credit facilities are extended to approved Customers. All accounts must be paid within 30 days. A weekly interest charge of 0.5% may be made on all overdue amounts and The Tile Factory Wholesale Pty Ltd reserves the right to withdraw credit facilities until the account is settled in full.
15. A minimum charge of \$10.00 per invoice will apply.
16. The Customer shall notify The Tile Factory Wholesale Pty Ltd of change of address, change of company status, pending legal action by another creditor, or any other information relevant to our association.
17. For the purposes of the Personal Property Securities Act 2009 (Cth) (as amended from time to time) ("the PPSA") "Goods" means any and all present and after acquired goods and services supplied by The Tile Factory Wholesale Pty Ltd to the Customer. 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 The Tile Factory Wholesale Pty Ltd 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. Until such monies have been paid:
 - (a) The relationship between The Tile Factory Wholesale Pty Ltd and the Customer is fiduciary and the Customer holds the Goods as bailee for The Tile Factory Wholesale Pty Ltd;
 - (b) The Customer must not resell, encumber or dispose of the Goods;
 - (c) The Customer must store the Goods separately and shall not mix the Goods with or attach them to other materials or otherwise make them unable to be returned to The Tile Factory Wholesale Pty Ltd in their original state;
 - (d) The Customer agrees that if, in breach of this clause, the Goods are incorporated with goods of the Customer, the resultant product shall become and be deemed to be the sole property of The Tile Factory Wholesale Pty Ltd;
 - (e) The Customer agrees that if, in breach of this clause, the Goods are incorporated in any way with the property of a party other than the Customer, the resultant product shall become and be deemed to be owned in common by The Tile Factory Wholesale Pty Ltd with that other party (or parties) on a pro-rate basis to be calculated by reference to the cost to the Customer of the incorporated materials;
 - (f) The Customer must hold any proceeds (as that term is defined in the PPSA) of any resale, disposal or other dealing with the Goods or any product incorporating the Goods (including sale or supply to an party other than the Customer) in breach of this clause in trust for The Tile Factory Wholesale Pty Ltd and shall pay the proceeds into a separate fiduciary account to be held in trust for The Tile Factory Wholesale Pty Ltd until accounted for to The Tile Factory Wholesale Pty Ltd at the demand of The Tile Factory Wholesale Pty Ltd. The Customer authorises The Tile Factory Wholesale Pty Ltd or its servants or agents to enter upon the Customer's premises to recover its Goods without being liable for trespass for such action.
18. To avoid any doubt, for the purposes of the PPSA, it is the intention of the parties by clause 17 that there is created for the benefit of The Tile Factory Wholesale Pty Ltd a Purchase Monies Security Interest in the Goods.
19. The Customer agrees that The Tile Factory Wholesale Pty Ltd may register any personal property security interest created by these Terms and Conditions of Sale on the Personal Property Securities Register and the Customer waives its rights to receive a verification statement (as that term is defined in the PPSA) in respect of any financing statement or financing change statement (as those terms are defined in the PPSA) registered by The Tile Factory Wholesale Pty Ltd in respect of any personal property of the Customer. The parties agree that, insofar as the provisions of Chapter 4 of the PPSA are for the benefit of the Customer or place an obligation on The Tile Factory Wholesale Pty Ltd, those provisions will apply only to the extent that they cannot be contracted out of or to the extent that The Tile Factory Wholesale Pty Ltd otherwise agrees in writing.
20. The Tile Factory Wholesale Pty Ltd's 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.

21. These Terms and Conditions of Sale supersede those in any previous form of The Tile Factory Wholesale Pty Ltd's New Account Applicant or Terms and Conditions of Sale signed by the Customer, do not affect the validity of any previous guarantee.
22. The Tile Factory Wholesale Pty Ltd may alter Terms and Conditions of Sale at any time by giving written notice.
23. These terms and conditions shall be governed in accordance with the law as of the state of Queensland.
24. Plan take offs are estimates only and no responsibility is taken by The Tile Factory Wholesale Pty Ltd, its employees or associates for the accuracy of these take offs.
25. If the Customer breaches any term of any agreement between it and The Tile Factory Wholesale Pty Ltd governing any relationship between the two, then all trading accounts payable by the Customer become immediately due and payable even if the due date for when payment otherwise was to be made has not yet lapsed.

PRIVACY POLICY

Please refer to our website www.tilefactory.com.au to view our Privacy Policy.