



CASA CERAMICA

TERMS AND CONDITIONS

Casa Ceramica Terms and Conditions of Sale (Comprehensive Seller Protection Version)

Casa Ceramica QLD Pty Ltd | TILE STUDIO QLD Pty Ltd

ABN: 29 676 466 649 | ABN: 22 657 626 649

1. Application and Contract Structure

These Terms and Conditions form part of every contract for the supply of Products by the Seller and override any prior negotiations, representations, or agreements. In the event of conflict, the following order of precedence applies: (1) these Terms, (2) the Invoice, (3) the Sales Order, (4) the Quote, unless otherwise specified as a special condition on the Invoice.

2. Definitions

- Seller: TILE STUDIO QLD Pty Ltd and/or CASA CERAMICA QLD Pty Ltd.
- Buyer: The purchaser of goods from the Seller.
- Product: All goods sold, collected, or delivered by the Seller.
- Terms: These Terms and Conditions of Sale.

3. Application of Law

These Terms are governed by and construed in accordance with the laws of Queensland, including but not limited to the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), the Sale of Goods Act 1896 (Qld), and any other relevant legislation.

Nothing in these Terms excludes, restricts, or modifies any right or remedy conferred by the ACL or any other applicable law which cannot be excluded, restricted, or modified by agreement.

4. Quotes and Orders

Any quote provided by the Seller is valid for the period stated, or 30 days if not stated. The Seller reserves the right to withdraw or refuse an order based on a quote at any time within 7 days of receipt.

The Buyer is deemed to accept these Terms by providing written or verbal instructions to order Products, accepting a Seller's quote, or making part or full payment for any Product.

5. Price, Payment, and Surcharges

Unless otherwise agreed in writing, all sales are at the Seller's current price as listed or quoted. Prices may be adjusted for errors or cost increases outside the Seller's control.

The Buyer must pay all amounts due without withholding, deduction, or set-off for any reason.

In-stock items: 50% deposit before ordering, balance before delivery. Special/custom/overseas orders: full payment required at order.

The Seller may charge a surcharge for credit card payments and recover all bank, legal, and debt recovery fees incurred due to dishonoured payments or collection action.

All goods are subject to GST.

6. Order Cancellation and Seller's Right to Cancel

Orders may only be cancelled with the Seller's written consent and may incur cancellation, restocking, and freight fees.

The Seller may cancel any order before delivery for reasons including product unavailability, quality concerns, or events beyond the Seller's control. The Seller's liability is limited to refunding amounts paid for undelivered Products.



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7. Product Suitability, Measurement, and Buyer Responsibilities

The Buyer is solely responsible for ensuring Products, specifications, and quantities are correct and suitable for their intended purpose. The Seller does not provide measurement or estimation services. If the Buyer provides any designs, specifications, or intellectual property (including custom designs, branding, or artwork), the Buyer warrants they do not infringe third-party rights and indemnifies the Seller against any associated claims. All intellectual property provided by the Seller, including but not limited to custom designs, branding, and artwork, remains the property of the Seller unless otherwise agreed in writing. The Buyer must not reproduce, use, or disclose such intellectual property without the Seller's prior written consent.

8. Delivery, Collection, and Acceptance

Delivery occurs at the Seller's premises unless otherwise agreed. The Seller's obligation is fulfilled when the Product is made available to the Buyer or delivered to the agreed location. The Buyer must inspect Products upon delivery or collection and notify the Seller in writing of any defects within 48 hours. If no notice is received, the Products are deemed accepted. Site deliveries incur a set fee and are placed on the nature strip unless otherwise arranged in writing. Delivery is subject to access and driver discretion. The Seller is not liable for delays, placement, or driver actions. The Seller will use reasonable efforts to meet delivery dates, but is not liable for any delay, loss, or damage arising from late delivery or non-delivery, whether or not due to the Seller's negligence.

9. Risk, Title, and Insurance

Title passes to the Buyer once payment has cleared in full. Risk transfers to the Buyer upon delivery acceptance, regardless of whether the Buyer or their agent is present. The Buyer is responsible for insuring the Products upon delivery.

10. Returns Policy

Returns are only accepted at the Seller's discretion and must meet all conditions: prior written consent, return within 30 days, original packaging, undamaged, resaleable, and supplier acceptance. Returns may be subject to store credit only and a restocking fee of 30%. No returns on special orders, clearance, seconds, or installed/altered products. Products that have been installed, altered, or damaged after delivery cannot be returned.

11. Product Characteristics, Performance, and Slip Ratings

Minor variations may exist between samples and supplied Products. Samples are a guide only. Natural stone, porcelain, and clay products may have inherent characteristics (including but not limited to colour/shade variation, pitting, fissures, crazing, or minor size differences). These are not considered defects. All product performance data, including slip ratings, are provided as a guide only. The Seller is not liable for suitability or in-situ performance. The Buyer indemnifies the Seller against all claims, losses, or damages arising from the use or reliance on such data or from the installation or use of Products in any environment.

12. Installation, Storage, and Maintenance

The Seller is not responsible for the storage, installation, sealing, cleaning, or maintenance of Products. The Buyer is responsible for ensuring proper storage and installation by qualified tradespeople and for following all manufacturer and Australian Standards guidelines. The Seller disclaims all liability for post-sale handling or installation.



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13. Claims, Warranties, and Limitation of Liability

Installed tiles/stone are deemed accepted—no refunds will be given.

The Seller is not liable for advice or referrals regarding installation, sealing, or cleaning, nor for any resulting damages or losses.

Products must be installed by licensed, insured tradespeople and in accordance with Australian Standards and manufacturer guidelines. Breaching this voids all claims.

All claims must be made in writing within 48 hours of delivery.

To the maximum extent permitted by law, the Seller's liability is limited to the amount paid by the Buyer for the Product. The Seller is not liable for any indirect, consequential, or economic loss.

The Buyer indemnifies the Seller against all claims, losses, or damages arising from the Buyer's breach of these Terms or misuse of the Products.

Australian Consumer Law Notice:

Where the ACL applies, the Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is 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.

14. Force Majeure

The Seller is not liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to unavailability of materials, strikes, pandemics, natural disasters, or government actions. If such an event continues for more than 14 days, the Seller may terminate the contract, with liability limited to refunding amounts paid for undelivered Products.

15. Personal Property Securities Act (PPSA) (For Commercial Credit Sales)

If the Seller agrees to supply goods to the Buyer on credit (not cash on delivery), the Buyer acknowledges and agrees:

- The Seller retains a security interest in the goods under the Personal Property Securities Act 2009 (Cth) (PPSA) until full payment is received.
- The Buyer must do all things necessary to enable the Seller to register and perfect its security interest under the PPSA.
- The Buyer waives the right to receive any notices under the PPSA to the extent permitted by law.
- The Buyer must not grant any other security interest in the goods without the Seller's prior written consent.

16. Communications and Notices

All legal claims, notices, or formal communications under these Terms must be provided in writing and delivered to the Seller's registered business address or by email to sales@casaceramica.au.

17. Governing Law and Jurisdiction

These Terms are governed by the laws of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of Queensland for any dispute arising under or in connection with these Terms or the supply of goods.



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18. General

If any provision of these Terms is found to be invalid or unenforceable, the remainder will continue in full force and effect.

No waiver by the Seller of any breach shall be considered a waiver of any subsequent breach.

The Seller may amend these Terms at any time by providing written notice to the Buyer.

The Buyer must not assign or transfer any rights or obligations under these Terms without the Seller's prior written consent.

19. Contact

For any questions about these Terms and Conditions, please contact:

Email: sales@casaceramica.au

By ordering from Casa Ceramica, you acknowledge and agree to these Terms and Conditions.
