

## ***Terms & Conditions***

### ***Order Acceptance:***

Any order accepted by Mecca Tiles Pty Ltd, whether or not it is based on or results from a price list or quotation given by Mecca Tiles, is deemed to incorporate these terms and conditions. No variation, modification, or substitution of these terms and conditions shall be binding unless specifically accepted by Mecca Tiles in writing.

By engaging in any transaction or placing an order with Mecca Tiles, the Purchaser acknowledges and consents to these Terms and Conditions, which govern the relationship between the Purchaser and Mecca Tiles. Your agreement to these Terms and Conditions becomes effective from either:

- The moment your order payment is confirmed, or
- If applicable, the confirmation of payment for a deposit on your order, concerning the supply of that order by Mecca Tiles to the Purchaser.

For existing orders, any variation to these Terms and Conditions can only be made through written agreement between the Purchaser and Mecca Tiles.

### ***Quotations and Pricing:***

Unless previously amended or withdrawn, quotations are open for acceptance for a period of 7 days from the date provided. All prices provided are inclusive of GST and, unless otherwise stated, do not include free delivery for orders.

### ***Samples:***

Samples are subject to batch variations and any samples purchased are subject to variation in shade, pattern, design, and tone. These variations are outside the control of Mecca Tiles and the customer should keep in mind that samples are only to give an indication of the product and may vary in shade, pattern, design, tone, and texture from actual full-size tiles when ordered.

### ***Order Confirmation and Payment:***

An order is not binding until Mecca Tiles provides you with the written acceptance or confirmation of the order at our absolute discretion. Subject to any terms agreed in writing between Mecca Tiles and the Purchaser, the terms of payment are as follows:

To proceed with an order, a 50% deposit is required upon placement. After 4 weeks from the date of the order, an additional 25% of the remaining balance is due, and the final 25% balance must be settled within 6 weeks from the order placement.

***Order Hold and Storage Fees:***

We kindly request customers to collect their orders within 7 days from the order date. If orders are not collected within this period, storage fees will apply. Customers may be charged a storage fee of \$20 per pallet per week for any remaining held orders beyond the initial 7 day timeframe.

***Property of Goods and Payments:***

Until full payment for the goods is received:

- The Purchaser acknowledges that Mecca Tiles retains the right to enter any premises owned, occupied, or used for storage by the Purchaser and reclaim the Goods at any time.
- Any marketing merchandise offered to the customer at no cost will always remain the property of Mecca Tiles.

Mecca Tiles will make reasonable efforts to deliver the goods by the specified date and location as indicated by the Purchaser. However, in the event of a delivery delay:

- Mecca Tiles shall not be held liable for late delivery or any delays.
- The delay does not grant the right to cancel an order or terminate these terms & conditions.
- Mecca Tiles shall not be held liable for any failure to provide goods due to transportation or shipping delays, or any other circumstances beyond Mecca Tiles's control.
- If the Purchaser fails to accept delivery of the goods provided by Mecca Tiles pursuant to an order, Mecca Tiles reserves the right to charge the Purchaser a restocking fee of 25% of the value of that order. This amount is considered a reasonable pre-estimate of the loss Mecca Tiles will incur in such circumstances.

Please note that Mecca Tiles holds no responsibility for the goods once they are picked up from the warehouse, whether through a third-party courier service or by the Purchaser themselves. Mecca Tiles do not endorse third-party courier services and take no responsibility for late deliveries or goods damaged in transit. It is the customer's responsibility to ensure appropriate insurance coverage for goods in case of late delivery or damage.

***Delivery of Goods:***

Mecca Tiles will use reasonable efforts to deliver the goods by the date and to the place specified by the Purchaser. However, Mecca Tiles shall not be liable for late delivery or delay in delivery. Such delays do not entitle you to cancel an order or terminate these terms and conditions. Mecca Tiles shall not be liable for any failure to provide goods due to transportation or shipping delays or any other circumstances beyond Mecca Tiles's control. If the Purchaser fails to take delivery of goods provided by Mecca Tiles pursuant to an order, Mecca Tiles reserves the right to charge a restocking fee of 25% of the value of that order.

***Responsibility for Goods and Returns:***

Mecca Tiles is not responsible for the goods once they are picked up from the warehouse, either through a third-party courier service or by the Purchaser themselves. Mecca Tiles does not recommend third-party courier services and takes no responsibility for late deliveries or goods damaged in transit.

It is the responsibility of the Purchaser to check the goods and the quantity supplied upon delivery or pick up. Returns will not be accepted on discontinued, sale items, or commercial quality products. Request for returns must be made in writing within 7-14 days of the invoice date, subject to supplier's confirmation of the same batch. Refunds will be paid within 30 days from the date of confirmation of the refund by Electronic Funds Transfer (EFT) only.

***Damage Claims and Natural Variations:***

The Purchaser bears the responsibility of inspecting the goods and verifying the quantity upon delivery or pickup. Returns will not be accepted for discontinued, sale items, or commercial quality products.

***For any returns, the following conditions apply:***

- Requests for returns must be submitted in writing within 7-14 days of the invoice date, subject to confirmation from the supplier that they are of the same batch.
- Refunds will be processed within 30 days of confirmation by Electronic Funds Transfer (EFT) only.

In the event of any shortage, damage, or breakages, the Purchaser must notify us in writing, accompanied by pictures of the damaged product, within 48 hours of delivery. Claims cannot be recognized after the goods have been installed. Please reach out to us at [info@meccatiles.com.au](mailto:info@meccatiles.com.au) in such circumstances.

Please be aware that no tiles are guaranteed against chipping, crazing, or wearing unless specifically confirmed in writing by Mecca Tiles.

For any returns, a 25% handling fee based on the purchase price will be applied. All goods must be returned within 14 days directly to the supplier's warehouse. The acceptance of return goods is subject to the supplier's approval, ensuring they have the same batch and tone.

Returned items will ONLY be accepted if they are in the same condition as when they were received, with unopened boxes. Returns of less than 3m2 will not be accepted.

For special/indent orders and natural stone or natural marble orders, cancellations or exchanges are not accepted.

***Installation and Maintenance:***

Mecca Tiles provides no guarantee or advice for installation, fixing, grouting, or maintenance of tiles. It is the responsibility of the Purchaser to find an experienced tiler, and Mecca Tiles is not responsible for the materials after installation. Acidic, caustic, or detergent cleaners should not be used to clean the stone, as they may damage the surface. pH neutral cleaners are recommended for cleaning the tiles.

All express or implied representations, conditions, statutory guarantees, warranties, and provisions relating to these Terms & Conditions, not contained herein, are excluded to the fullest extent permitted by law. Mecca Tiles will not be liable for any special, indirect, consequential, or economic loss, damage, or loss of profits suffered by the Purchaser or any other person resulting from any act or omission by Mecca Tiles, including breach, termination, or non-observance of the terms of an order or agreement incorporating these Terms & Conditions.