

TERMS & CONDITIONS

PAYMENT

1. Customers without a credit account must pay a non-refundable deposit of 50% on ordering, with the balance of the purchase price payable prior to stock being dispatched or picked up.
2. All special orders (outside of existing range) will require a 100% payment prior to ordering goods.
3. Customers with a credit account must pay the purchase price within 30 days from end of month of the invoice
4. Prices of the goods are subject to alteration without notice

CREDIT ACCOUNT CUSTOMERS

5. Volare Concepts may at its discretion offer a customer a credit account. The customer and any guarantors required by Volare Concepts must complete an application for a credit account, a personal statement of assets and liabilities and any guarantee documents required by Volare Concepts before any credit account application will be considered
6. Volare Concepts will grant credit up to a limit of credit advised to the customer. The customer must immediately pay to Volare Concepts any credit provided to the customer which exceeds the limit of credit
7. Volare Concepts may revoke the credit account at any time with or without notice to the customer
8. Any credit provided to the customer is wholly for the customer's business purposes
9. Volare uses an external party to approve and monitor all account customers.

FAILURE TO PAY

10. If a customer fails to make a payment as provided, it:
 - 10.1. must pay interest on the outstanding payment at a rate of 14%
 - 10.2. is liable for Volare Concepts legal and other costs in seeking to recover any overdue payment
11. Volare Concepts may withhold goods ordered by the customer until overdue payments are paid

TITLE TO AND RISK IN THE GOODS

12. Title of the goods shall not pass from Volare Concepts to the customer until payment in full is received
13. If the customer fails to pay any amount within the period allowed, Volare Concepts may recover possession of the goods at any premises owned, possessed or controlled by the customer and the customer grants an irrevocable licence to Volare Concepts to do so.
14. Risk in the goods shall pass to the customer when the goods are supplied to it.

DELIVERY

15. If agreed Volare Concepts will deliver the goods to the customer's address set out in the invoice
16. Volare Concepts is taken to have delivered the goods when it obtains an acknowledgement of delivery from a person with apparent authority at the designated place of delivery.

RETURN OF GOODS

17. Subject to the Trade Practices Act or other applicable legislation or law no returns will be accepted on special orders, sale items, border tiles or discontinued lines
18. On receiving the goods the purchaser must check them for defects and breakages and notify Volare Concepts management within 48 hours of receiving the goods. No returns will be accepted after this time or without the prior notification of Volare Concepts management

19. Volare Concepts will only accept the return of undamaged goods if they are in full boxes, in saleable condition, match Volare Concepts current shade of stock and are returned within 14 days of the date of the invoice with proof of purchase. The customer will be given store credit for the purchase price of the goods less a 20% storage, administration and handling fee

LIABILITY

20. Volare Concepts liability for breach of these terms and conditions or those implied by the Trade Practices Act or other applicable legislation or law (other than those that cannot be excluded, restricted or modified):
 - 20.1. is restricted to the replacement of the goods only
 - 20.2. is excluded for tiles once the tiles have been fixed
 - 20.3. is excluded for goods stored with Volare Concepts 4 weeks or more after the date of the invoice
 - 20.4. is excluded for any inaccuracy or errors in quantity estimates given by Volare Concepts staff
 - 20.5. is excluded for any difference between samples given by Volare Concepts and the goods
 - 20.6. is excluded for any shade variations between the goods
 - 20.7. does not entitle the customer to any damages in the event that the goods are not satisfactory in any way

WARRANTY

21. The goods are only guaranteed to the extent of any guarantee given by the manufacturer of the goods
22. Ceramic tiles are not guaranteed against cracking, crazing, chipping or breaking
23. Marble and granite tiles are not guaranteed to the extent they are laid, used or cleaned outside the manufacturer's guidelines

INDEMNITY

24. The customer agrees regardless of any negligence on the part of Volare Concepts in providing the goods to release, hold harmless and indemnify Volare Concepts from any liabilities claims or costs which may accrue against or be suffered by the customer in connection with the supply of the goods by Volare Concepts unless caused by wilful misconduct on the part of Volare Concepts. Volare Concepts will not be liable to the customer in connection with the supply of the goods or any error in information supplied to the customer at any time (whether negligent or a breach of contract or not).

SIGNATORIES LIABLE

25. Any person who signs any form, applies for credit, or places an order on behalf of a customer that is a company or trust are personally responsible for payment of amounts required to be paid by the customer
26. If the customer is a trustee of a trust, the customer agrees to be liable for any amounts due in its own right as well as the trustee of the trust.