

# Terms & Conditions of Sale 888 Sourcing Ltd T/A MegaTiles (The Company)

## General

1. The following conditions of sale shall apply to the purchase of goods from 888 Sourcing Ltd T/A MegaTiles (the Company) by you as a Consumer.
2. The Consumer acknowledges acceptance of these Conditions of Sale on the placing of an order with the Company.
3. These conditions may not be varied unless otherwise stated.
4. The Consumer's Statutory Rights remain unaffected.

## Definitions

'Goods' means tiles or other products which Consumers order from The Company  
'Price' is the amount of Currency required in return for the goods, VAT (which is charged at the prevailing rate) and (where applicable) delivery charges, packing and insurance.

## Samples

We highly recommend that all Consumers order samples of items that they intend to order. If the Consumer decides to order tiles without ordering a sample, it will be the Consumers' responsibility to return the items to the Company's warehouse. All delivery charges are non-refundable. There may be shade variations between samples and actual tile orders. The Company will aim to provide samples of current batches. Minimal charges applicable.

## Description of Goods

1. All descriptions, specifications and advertising on the Company website are for the purpose of giving an impression of the goods only and cannot be relied upon for selecting a purchase. Any typographical, clerical or other error of omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on behalf of the Company.
2. The Company operates a sample policy to assist the Consumer.

## Ordering Goods

1. As the number of tiles per square yard/square meter is nominal, the buyer will be responsible for ensuring sufficient quantity of tiles are ordered to cover the required area. It is normally recommended to order between 10 – 15% in addition to area required. The Company cannot guarantee the availability of the same batch/shade for any subsequent orders.
2. The Company will aim to provide goods in one single batch. However, please check the shade/size/batch of the items prior to fixing/purchase, once the tiles have been fixed, we will not accept any claims in terms of shading or clearly visible defects. The company cannot be held liable for batches/shades which do not match previous orders/purchases/samples.
3. It is recommended to check receipt of the complete tile order prior to booking a tile fixer to commence work.

## Availability of Goods

1. All goods are subject to availability but if they are in stock in the Company's warehouse then goods would normally be despatched within 1 working day excluding day of order and any public holidays. Time for delivery of goods shall not be of the essence.
2. If suppliers of the Company are temporarily out of stock for any reason the Company shall notify the Consumer of the anticipated date of availability for dispatch and if this exceeds the original time scale, then the Company will give the Consumer the opportunity to cancel the order and to obtain a refund of any payment on unprocessed orders.
3. The Company will not be responsible for compensating the Consumer for any losses which may be suffered if the Company is not able to supply the goods for any reason within these times.

## Prices

1. Unless otherwise stated in writing, all prices quoted are inclusive of VAT. The company reserves the right to change price with any additional cost arising from any increase in the cost of acquiring the goods between the quotation date and the date on which the invoice is issued.
2. The Company's printed material shall not form any part of any contract between buyer and company. Any price/quotation by The Company or its agents/employees shall be deemed to be for information only and shall not constitute an offer to sell.
3. Orders are accepted subject to being invoiced at prices ruling at the time when ordered. Prices are subject to alteration without notice.

## Payment

1. All invoices will be made on the date of payment. Dispatch dates (if different) will be mentioned on the invoice/delivery note. In the event the payment is not made by the date specified, we reserve the right to recover from the buyer interest at the rate of 5% above NatWest Bank base rate in existence at the time. Interest shall be payable from the original due date.
2. Payment is accepted by most major credit or debit cards including MasterCard, Visa, Maestro, Discovery, American Express and Diners Club Cards.
3. The Consumer must give full address including postcode and telephone number which must be the same as the credit card or debit card bank has on file for the Consumer.
4. Orders will be processed once payment authorisation been correctly received.
5. The tiles will remain the property of MegaTiles until full payment is received. Failure to comply with the terms of payment will result in the withdrawal of credit facilities and all outstanding sums will become payable forthwith, including any applicable interest. The Company has the right to refuse/cancel a sale if deemed that the client is unable to make full payment as required. Any deposit payments will be forfeited against the order.

## Special Order Items

1. All our general terms and conditions apply for special order items
2. **Special order items** cannot be promised / ordered / confirmed by the Company unless full payment is received up front. The Company cannot be held responsible for any delays in such projects / contracts if the Client cannot confirm the order by fulfilling payment.
3. **Lead times** for all such items will be advised prior to order with delivery & carriage charges applicable. Lead times can vary by +/- 1 week.
4. Items planned to be applied in untraditional methods must be advised at the time of product selection to ensure that the products are suitable for use. The company will not take responsibility for any such errors if not advised.
5. Orders for Special order items cannot be cancelled/returned/refunded

## Delivery & Cancellation Policy:

1. Pallet delivery requires a time frame of 1 to 5 working days from the day of order/clearance of payment i.e. from the time the Consumer has made full payment for the goods and the carriage. Carriage charges are non-refundable and subject to change without notice. The standard carriage for one (1) pallet is £41.67 (Exclusive of VAT) this is for one pallet which does not exceed the weight of 1000kgs (exclusions apply). Any additional charges will be calculated and requested from the Consumer before dispatch where applicable. All pallet deliveries are curb side drop off only. For priority delivery, a special service is available on request.
2. If the Consumer is unavailable on the day specified, re-delivery charges will apply. This will be attempted once re-delivery charge has been paid in full.
3. **Items must be checked for general good condition and correct quantity prior to signing for delivery. Kindly check deliveries prior to accepting your order. All goods will be packed in the safest way (typically vertically/upright to avoid damage) with clear shrink wrap and all labels in place. If this is not the condition of your delivery, The Company is to be contacted immediately so queries can be raised with the freight handler prior to signing for the goods. The items must be unloaded with care as any damage due to mishandling will not be covered.**
4. **All deliveries require a signature to confirm that items have been received in good order and correct quantities. It is the Consumer's responsibility to check / arrange for the checking of tiles prior signing for delivery.**
5. The Company cannot, under any circumstances entertain any financial demands from the Consumer for late or incorrect delivery
6. Tiles cannot be sent by courier delivery services.
7. Any claims are to be made within three (3) working days from date of invoice/delivery in line with pallet delivery insurance procedures. Claims for shortages and damage will not be accepted. Damaged goods must be returned to our premises at the Consumer's expense. On inspection of damaged goods, if found that it is genuinely damaged whilst in transport, we will provide replacement for such goods, or in the case that the product has been sold out then a full refund will be given on damaged items. There will be no additional charges for delivery if claims are found to be genuine.
8. All tiles are carefully picked, checked and packed prior dispatch to ensure that they are in good condition. We will not transport any tiles if they are not properly packed and secured on a pallet. The buyer is responsible for checking/inspecting goods prior to accepting and/or signing for delivery. Goods must not be signed for/accepted if found to be faulty/ damaged/tampered with. Once signed/accepted, the buyer will be responsible for returning goods to The Company's premises. No claims for shortages will be accepted unless noted on delivery note/proof of delivery.

## Cancellation Policy:

10. Orders cannot be cancelled except with The Company's consent and upon the terms which will indemnify The Company against all loss incurred.
11. **Change of mind:** 14 days returns policy from date of receipt of items. A non-refundable / non-reimbursable 25% administration / restocking fee will be applicable for orders. Delivery charges are non-refundable. Return delivery remains the Consumer's responsibility. Cancellation form completion required.

## Exchange/ Return / Refund Policy:

A 30 day returns policy applies on orders of all stock items. On receipt of the goods the Consumer will be requested to sign the delivery note and Consumers have a period of 3 working days to raise a claim/complaint, all such claims must be submitted in writing by post/email with the Consumer's signature, time and date specified. In the case that the Consumer wishes to return the goods, the Consumer will be responsible for delivery/carriage at their own expense to MegaTiles, Vermeulens, Horton Road, Stanwell Moor, Staines TW19 6AE. All goods must be in good, saleable condition as sold (in original packaging). A 25% restocking/admin charge will apply for goods returned. A credit note will then be issued and refund processed within 7 working days from receipt of goods. There is no return/refund/exchange on clearance/sale/ special price/special order/non-stock items or bulk purchases which were/were not sold in job lots.

## Risk/Damage:

1. The risk in the goods shall pass to the Consumer upon signing for the delivery.
2. The Company must be notified in writing within 3 days of delivery of any claims by the buyer of any damage to goods. The risk of goods passes to the buyer from the moment of collection/successful delivery.
3. Shading is an inherent quality of tiles and the buyer must order the correct quantity for requirements as The Company cannot guarantee against crazing.
4. Orders are accepted and promises for delivery given conditionally upon our being able to secure the necessary material, and without responsibility for delays arising through risks and uncertainties of manufacture, strike, accidents, or other causes beyond our control.
5. The supply of goods does not mean that they are suitable for a specific installation. We can only be held responsible for any failure on products supplied by us, to the extent that the manufacturer of such products is prepared to guarantee the same. No tiles are guaranteed against crazing.
6. No claims shall be accepted once products are fitted / laid / applied

## Cleaning / Maintenance:

For all tiles which are pre-sealed / treated, we advise against using chemicals which may over time dissolve the seal. Tiles are very easy to clean/maintain and similar / same results can be seen by using light cleaning / non-chemical detergents. In the case that chemicals have been used and marks / stains are starting to show on tiles because of this, we would recommend using a heavy duty cleaner and sealer to resolve the issue. For use of any treatment products / sealers on tiles, we would highly recommend testing it on a small area before use on the entire affected area. Please avoid using chemicals on grouts / adhesives.

## Disability VAT Exemption

To claim VAT exemption please provide schedule of work from a VAT registered builder along with HMRC declaration.  
E&OE