

Subway Ceramics Terms & Conditions of Sale

PRODUCT DESCRIPTION

Product description: The Subway Ceramics collection of historically-accurate, glazed ceramic tile is fabricated with the dry-press method to produce a flat, precise and tightly set tile installation, the distinguishing characteristics of Victorian-era tilework. Physical tile dimensions specified for each tile are actual; nominal tile thickness is 3/8".

Glaze options include solid gloss, crackle gloss, and solid satin glaze finishes. Slight variations in color, shade, finish and dimension are inherent in ceramic products. The Subway Ceramics collection is suitable for interior wall, backsplash, and vanity top surfaces.

UPON DELIVERY

Immediately review the shipment for accuracy of fulfillment against the Packing List on each shipping carton, including quantity, quality, and color, and for any shipping damage. Each Subway Ceramics order is carefully checked for accurate fulfillment and packed for a safe delivery. Contact a client services representative immediately if any problems exist.

INSTALLATION

Mosaic tile installation techniques should conform to standard industry methods as specified by The Tile Council of North America (www.tileusa.com). When setting tile, use a beating block to flatten the tile surface and even-up the edges of the tile. Material should be installed by pulling from all crates or boxes to insure optimal blending of shade variation. No adjustment can be made once material has been installed.

CARE & MAINTENANCE

Information specific to your product is available in the publication "Subway Ceramics Installation & Care Instructions" that was included in your tile shipment. This document can also be viewed, printed and saved by visiting <http://www.subwaytile.com/kiosk.shtml>. ALWAYS test a small area PRIOR to usage of any installation/tile/cleaning/maintenance product to determine whether the product you are about to apply serves its intended purpose.

PURCHASE ORDERS

Formal purchase orders are preferred but not required for Heritage Tile purchases. Please order using complete glaze & item codes to prevent processing delays. Written purchase orders are to be faxed to 608-237-7291 or sent via email to sales@heritagetile.com. Phone your purchase orders to 888-387-3280. Special order items cannot be cancelled once in production.

PAYMENT TERMS

All materials are purchased with a minimum 50% down payment due upon placement of order. The balance is due prior to shipment. All payments must be made by check for amounts over \$2,500. To expedite smaller orders, a down payment can be made by check with the balance due payment by credit card prior to delivery.

PRICING

All prices are FOB regional distribution point, unless noted otherwise on the Sales Order or Estimate. The regional distribution point for the Central and Eastern regions is Madison, WI. The regional distribution point for the Western Region is Los Angeles, CA. All prices are subject to change.

DOMESTIC SHIPPING

Available shipping methods are generally FedEx Package delivery or common carrier freight (usually FedEx Freight). We reserve the right to override a carrier specified on the Purchase Order when an alternative is deemed more appropriate. All shipping costs must be either prepaid or billed to the purchaser's own shipping account.

INTERNATIONAL SHIPPING

For export orders, the shipping rate on the Sales Order will only include CIF (Cost Insurance and Freight) charges and does not include taxes, duties, brokerage or destination CFS charges. If a freight forwarder is used, the shipping rate will include CIF charges to the port of departure.

UPON DELIVERY

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CLAIMS

Any damage that is apparent upon delivery must be noted on the freight carrier delivery receipt. All claims for fulfillment discrepancies or materials damaged in shipment must be presented in writing to Heritage Tile, LLC within five days of delivery.

RETURNS

No returns are accepted after 90 days. Excess tile ("overage") cannot be returned for credit. Special order or custom items cannot be returned. Returns are subject to a 25% restocking fee, plus freight to and from the shipping location. Returned materials will not be accepted without a Returned Material Authorization form (RMA). Returned materials must be shipped with the same care and protection against damage that it was initially shipped with. Only materials received in re-saleable condition will qualify for a credit. Normal overage will not be accepted for return.

WARRANTY

All Subway Ceramics collection materials are warranted to the original consumer purchaser to be free from defects in material and workmanship for one (1) year from the date of installation. Installation constitutes acceptance of the product. Damage to product caused by inappropriate installation, accident, misuse, abuse, or improper maintenance is not covered by this warranty. Variations in shade and crazing are inherent characteristics thereof and are not defects. Variations in thickness will be allowed as per industry standards. No warranties are made against crazing, scratching or wear due to: improper installation-including improper alteration of the surface with sealers or grout, falling objects, abuse, misuse, exposure to extreme temperatures, using improper chemicals or compounds, non-foot traffic wear or other similar incidents. Heritage Tile, LLC hereby disclaims implied warranties including that of Merchantability and Fitness for a Particular Purpose and any liability for special, incidental or consequential damages. USE CONSTITUTES ACCEPTANCE.

HERITAGE TILE, LLC
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Verona, WI 53593



HERITAGETILE™



608-237-7274



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WWW.HERITAGETILE.COM