

# Malibu Ceramic Works

## Ordering Information/ Terms and Conditions of Sale

### HANDMADE TILE

Ceramics in general is a unique and unpredictable business. The many nuances and variables that exist, add to the beauty and elegance of handmade ceramic tile. Thus, the handmade nature of ceramics lends itself to variations from product to product, batch to batch, and kiln load to kiln load. There will be slight distinctions in shape, size, color, and texture in almost every item. These variations are inherent to ceramic material and therefore must be expected. Accordingly, every glaze batch and kiln firing produces slight differences in color shading, texture, and size. To ensure the smallest possible range in color variation, it is best to order enough tile to complete the installation and, depending on the project, 5-15 % extra. Also, to avoid miscalculations it is recommended that you have a professional tile contractor calculate the measurements and quantities for your tile project. Furthermore, Malibu Ceramic Works' products are used in a variety of applications such as kitchens, bathroom, floors, pools, fountains, and stairs. Some products may not be suitable for all applications. If values for characteristics such as absorption, crazing, or coefficient of friction are required, please contact us in writing before placing order. No claims for any tile order will be accepted after installation.

### MINIMUM ORDER POLICY

All custom orders must meet the minimum order requirement. Generally, 10 pcs./design/size/color scheme. For add-ons and small orders a charge of \$250 will apply. Quick ship items do not apply.

### ORDERING PROCEDURE

After receiving your order, a copy of the estimate/invoice will be sent and/or faxed to you to verify the accuracy and details of your order. **At that time, all applicable changes or revisions should be made.** Once the order is verified, a signed copy should be sent back. We will begin production once we have a confirmed order.

*Malibu Ceramic Works is not responsible for final quantities ordered. Please consult tile contractor.*

### PRICING

There are many variables that go into and affect the price of our tile. Material prices, supply, labor, and quantities, to name a few, are subject to extreme fluctuation. We are committed to providing our customers with the most affordable product and maintaining a relatively stable pricing scheme. However, we reserve the right to change prices, terms and conditions of sale without advanced notice. (These do not include jobs already bid or quoted)

### PAYMENT TERMS

A 50% non-refundable deposit is required for all orders to begin production. The balance will be paid upon reception of your order. We accept all major credit cards. **\*\*Full payment is required in advance for all Strike-offs (\$35 ea) and orders under \$500.00.\*\***

### STANDARD PRODUCTION SCHEDULE

Production will not begin before we have a signed sales order form/invoice and a 50% deposit. Once these are received your order will be processed and our production team will begin preliminary work. Most standard orders will be shipped within a 4 to 6 week period. Some orders, depending on complexity and size, may take longer. **Please note that your order will not begin production until a 50% deposit is received.**

### ORDER CANCELLATION POLICY

Because we are a custom tile manufacturer and produce client specific products without inventory, we are unable to accept cancellations after production has begun. Please be advised that all deposits are non-refundable.

### RUSH CHARGES

If our 4 to 6 week lead-time does not meet your requirements and you must have the tile sooner a rush charge may be added to expedite your order.

### SHIPPING AND HANDLING

We ship all over the world. Because of the nature of our custom orders it is impossible to determine the exact cost for shipping your order. We strive to provide our customers with safest and most affordable means in all shipping areas. Please be advised that delivery is not included in the price of the tile and all shipping charges are the responsibility of the customer. Final shipping costs can only be determined when your order is packaged and ready to go. (If your order requires extra precautions to be sure that the product arrives safely a small fee may be charged for additional packaging)

### DAMAGED MERCHANDISE

All products leave our factory in good condition and properly packaged. We ship all orders F.O.B. Malibu Ceramic Works. All claims for damaged or broken merchandise must be made through carrier. If shipping was arranged through our carrier, claims must be made to Malibu Ceramic Works within 5 days.

### **RETURN POLICY**

All claims regarding your order pertaining to color, design, quality, or quantity must be resolved prior to installation. All claims for product returns must be made in writing within 5 days of receipt. Returns must be made in original packaging. Freight is responsibility of customer. No claims will be accepted for any reason after installation.

### **OWNERSHIP OF TILE**

Malibu Ceramic Works maintains the lawful ownership of all products until they are paid in full.

### **STORAGE FEE**

Malibu Ceramic Works does not store customer's orders. When production is complete the customers are required to pay in full and provide shipping arrangements. A storage fee of 1.5% per month will be added for up to 3 months. After the initial 3 month period the items will be disposed of in a way we deem necessary.

**By ordering tile from Malibu Ceramic Works, client agrees to all terms and conditions above.**



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