

## Terms and conditions

### Terminology

"We", "us" and "our" is understood as the company Middle Swan Trading Pty Ltd T/A (trading name Ceramo, ABN 71 008 692 626), located in Osborne Park, WA, 6017.

"The website" is defined as [www.ceramo.com.au](http://www.ceramo.com.au)

"You" is defined as the user of the site and customer of Ceramo.

"Products" mean goods ordered through this website.

"Delivery Address" means a point of delivery specified by you.

"Order" means an order to purchase goods from Ceramo submitted by you.

Along with the purchase order, these Terms and Conditions form a contract between Ceramo and a customer. This contract may not be changed unless Ceramo consents to any change in writing.

### Amendments to Terms and Conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### Pricing

Prices in the product list are given in Australian dollars (AUD) inclusive of goods and services tax (GST).

### Payment

You must pay the fees and charges using the online payment methods Visa or MasterCard. Unsuccessful credit card payments will result in no order being placed. You must not pay, or attempt to pay, for products through any fraudulent or unlawful means. We will provide you with a receipt once your order and payment has been successful which specifies the total fees and charges for the products in the order. Only the rightful owner of the credit card being used for payment may purchase goods. By offering payment by provision of a credit card number you warrant that you are an authorised user of the credit card.

### Order Changes and Cancellations

Ceramo strongly urges you to please choose carefully and only place your order when you are completely ready. Once an order has been submitted, there can be no change or cancellation made to the order placed.

### Delivery

Sample tiles are generally arranged through Australia Post and at the discretion of Ceramo to locations serviced by Australia Post.

## Privacy Policy

Ceramo is committed to supporting the 'National Privacy Principles for the Fair Handling of Personal Information' (<http://www.privacy.gov.au/>). Ceramo respects your privacy and is committed to protecting it. The personal information which we collect is needed for providing services to you, such as your name, address, telephone number or delivery address. Privacy law requires us to collect personal information about you only if it is reasonable and practical to do so.

Ceramo takes measures to ensure your personal information is protected from unauthorised access, loss, misuse, disclosure or alteration. We also take measures to destroy or permanently de-identify personal information when it is no longer required.

## Security of information

Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. When purchasing from Ceramo, your financial details are passed through a secure server using the latest 2048-bit SSL (secure sockets layer) encryption technology. 2048-bit SSL encryption is one of the current industry standards.

## Missing or Damaged Products

If there is a product which is missing or is damaged in your order it is your responsibility to contact Ceramo within 48hours of delivery. Ceramo maintains accurate dispatch records and will be able to determine if a credit or replacement is due to you.

## Returns Policy

Sample tiles are not a returnable item, but should you proceed with a sale based on the samples taken Ceramo will reimburse the cost of the samples to a maximum of \$15.00.

## General

We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control. If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any of these terms and conditions is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.