



ARCHIPELAGO TILE TERMS OF SALE

NATURAL VARIATION

Hand made cement tile is as much a science as it is an art. The natural components of the cement, sand, marble dust and color pigment change over time, leading to slight variations in shade and tone. These variations are inherent to hand made cement tiles and are to be expected. To ensure the smallest possible range in color variation, it is best to order ample overage (see below section AREA CALCULATIONS). Material should be installed by pulling from all crates or boxes to ensure optimal blending of shade variation. No adjustment can be made once material has been installed. Please refer to our Installation Instructions for more detailed information.

APPLICATIONS

Archipelago Tiles are used in a variety of applications such as kitchens, bathroom, floors, walls, pools, fountains, and stairs. Exterior applications are suitable in areas not subject to freezing. Refer to our Specifications for detailed information such as coefficient of friction and absorption data. Please contact us in writing if your project requires this specific data.

AREA CALCULATIONS

To avoid miscalculations it is strongly recommended a professional tile contractor is consulted to calculate the measurements and quantities for the tile project. For patterned tiles we recommend accounting for a 15% - 20% overage. No claims for any tile order will be accepted after installation.

MINIMUM ORDER POLICY

All orders must meet the minimum requirement of 100 square feet.

LEAD TIME + RUSH CHARGES

Seeing as our tiles are handmade to order, undergo an extensive curing process, and are shipped from Nicaragua, the standard lead time is between 8-10 weeks to the West Coast. Should this be longer than the project permits, a rush charge may be added to expedite the order in our production line. Inquire directly for details.

NOTE: Once the tiles reach the U.S. port, they must clear customs. Occasional delays, which are out of our control, may occur at this point.

PAYMENT TERMS + ORDERING PROCEDURE

Archipelago Tile will provide a detailed Invoice to initiate the order. A 50% non-refundable deposit is required for all orders to begin production. Upon receipt of deposit, Archipelago will submit an Order Confirmation form to be carefully reviewed and verified by the purchaser. It is at this time that any applicable changes or revisions be made. The Order Confirmation must be signed by purchaser for production to begin.

The remaining balance is due upon arrival at the Pico Rivera warehouse (near Los Angeles), and is required prior to ground shipping to final destination. We accept all major credit cards and checks.

QUANTITIES

Archipelago Tile is not responsible for final quantities ordered. We request all quantities be checked by an installer or contractor, as we cannot be held responsible for discrepancies in quantities. While we may have assisted in estimation of quantities for material on orders/Invoices, it is the responsibility of the customer to confirm the order. Any additions or changes to the order could delay the delivery date and may result in color variation.



ORDER CANCELLATION POLICY

Given our products are custom made to order and we currently do not carry inventory, we are unable to accept cancellations after production has begun. Please be advised that all deposits are non-refundable.

SALES OR USE TAX

Sales or use tax will be charged on all applicable orders and added to an Invoice unless customer presents a resale certificate. Applicable sales or use tax rates will be applied at time of shipment due to rate fluctuation during order production.

LATE PAYMENT

By acceptance of this document, Purchaser agrees to pay interest on any outstanding balance at a rate of 1.5% per month, in addition to collection costs including reasonable attorney fees.

STORAGE FEE

Archipelago Tile does not offer storage services. If an order is not paid in full, a storage fee of 1.5% per month will be added for up to 3 months. After the 3 month grace period all items will be disposed of.

SHIPPING AND HANDLING

As a courtesy to our customers, Archipelago Tile pricing includes boat freight from Nicaragua to our Pico Rivera warehouse (near Los Angeles). Ground freight to the final destination is charged separately. The initial Invoice will reflect our best estimate for ground freight costs, but is subject to variation due to fluctuating fuel prices. Any variation between the estimate and ultimate cost will be reflected in the final Invoice. We strive to provide our customers with the safest and most affordable means of shipping to all areas.

UPON DELIVERY

Immediately upon delivery please review the shipment for accuracy of materials ordered, including quantity, quality, and color, and for any shipping damage. Contact your sales representative immediately if any problems exist. All claims must be presented in writing to Archipelago Tile.

Any damage that is apparent upon delivery must be noted on the freight carrier delivery receipt. All products leave our warehouse in perfect condition but if torn or damaged boxes are evident, or any signs of mishandled shipment, please note this by writing a detailed description of the damage on the Delivery Form presented by the trucking company/LTL Carrier driver for signature before signing. If the damage is severe, we recommend you refuse the shipment entirely. All claims for damaged or broken merchandise must be made through the carrier.

DAMAGED MERCHANDISE

All products leave our factory in good condition and properly packaged. Unless otherwise indicated, orders are shipped F.O.B. the Pico Rivera Warehouse (near Los Angeles). All claims for damaged or broken merchandise must be made through the carrier.

RETURN POLICY

No returns will be accepted. In the event of a claim, whether pertaining to color, design, quality, or quantity, Archipelago Tile must be advised via written notice within 5 days of receipt. If the claim is accepted, returns must be made in original packaging, and freight is to be assumed by the customer. No claims will be accepted for any reason after installation.

OWNERSHIP OF TILE

Archipelago Tile maintains the lawful ownership of all products until they are paid in full.



INSTALLATION

Archipelago Tile does not accept responsibility or liability for installation, sealing or refinishing of any product. Please carefully review our Installation Instructions with maintenance guidelines prior to installation. We recommend using a professional installer for best results. Archipelago Tile is not responsible for problems arising from improper installation, use or care of the tiles.

By ordering tile from Archipelago Tile, client agrees to all terms and conditions outlined above.