

Terms of Sale

Pricing and Payment

All prices are subject to change based on prevailing rates prior to shipment, without prior notice, for all or part of an order. Prices do not include any applicable taxes and/or duties unless explicitly stated otherwise. To confirm an order, a minimum deposit of 50% is required, which is non-refundable. Unless otherwise agreed upon in writing, the purchaser must settle the outstanding balance by shipping date. In the event of non-payment, the purchaser agrees to pay interest on the outstanding amount and bear all legal fees (including attorney fees) and associated costs incurred in recovering the outstanding amounts.

Delivery

Ciero agrees to make reasonable efforts to meet the Client's requested delivery date. However, the Client acknowledges that delivery dates are estimates and may vary due to factors beyond Ciero's control, including but not limited to, force majeure events. Therefore, the Client acknowledges and agrees that Ciero shall not be held liable for any delays in the delivery of materials, whether caused by Ciero or a third party. The Client also acknowledges that Ciero does not warrant or guarantee the delivery of materials by the Client's requested delivery date. Furthermore, the Client agrees to bear all transportation costs to Ciero in accordance with the agreed payment terms. Any transportation arranged by a third party on behalf of the Client is at the Client's sole risk and expense, irrespective of whether Ciero facilitated such arrangements. Ciero does not provide any warranty or guarantee for third-party delivery or transportation services, including but not limited to the quality of service or timely delivery of materials.

Returns

We reserve the right to decline returned merchandise. Returns or exchanges are permitted within thirty (30) days of purchase. If the seller approves a return request, goods must be returned in their original packaging, unopened, undamaged, and uninstalled. A restocking fee of 15-30% may be applied, depending on the product's nature. The purchaser is responsible for return freight and delivery costs. No returns or exchanges will be accepted for Special Order Products and items purchased on liquidation or clearance. An original copy of the invoice is required for processing refunds, which will be issued through the original payment method.

Liability and Warranty

The client acknowledges that all tiles, slabs, and other products sold by Ciero may exhibit variations in shade and size, understanding these variations as inherent characteristics. Ciero's warranty and liability are strictly limited to the repair or replacement of products deemed defective, contingent upon pre-installation inspection by both the Client and the Installer. It is the Client's responsibility to ensure that qualified installers undertake the installation process in accordance with the manufacturer's instructions. The purchaser bears the sole responsibility for inspecting all materials before installation, including determining suitability for a specific purpose. Our liability is confined to accepting the return of merchandise, with replacements or refunds issued at our discretion, provided goods have not been installed without prior inspection. Ciero shall not be liable for indirect or consequential damages, and any complaints regarding merchandise sold through dealers or other parties must be directed accordingly. Should suspicions arise regarding defects, installation must be halted, as once installed, altered, or cut, Ciero assumes no further responsibility. It is strongly recommended that customers ensure product suitability and proper installation conditions before proceeding. Goods sold as

specials, clearances, or non-regularly stocked items are sold "as is," without any claim consideration.

Ownership

Title to all Products, whether presently existing or created in the future, supplied by Ciero to the Client shall remain vested in Ciero until all outstanding sums due to Ciero, whether invoiced or not, including but not limited to interest and costs, have been fully paid. In the event of non-payment, in addition to any other rights or remedies available to Ciero under the law or this Agreement, Ciero reserves the right to demand that the Client surrender all Products to Ciero or its designated agent, at locations specified by Ciero and at the Client's expense. Ciero may also exercise any other legal remedies available to it under the law or this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the District of Toronto, Province of Ontario, with respect to any claim or dispute arising from any rights or obligations provided for in this Agreement. Any modifications to this Agreement must be made in writing and signed by both parties. The language of this Agreement is English, and any translations are provided for convenience only. The parties expressly waive any right to transfer or change the venue of litigation filed in such courts.