



# Chettinad Tiles

## Terms and Conditions

**Last Updated: 10-Jan-2025**

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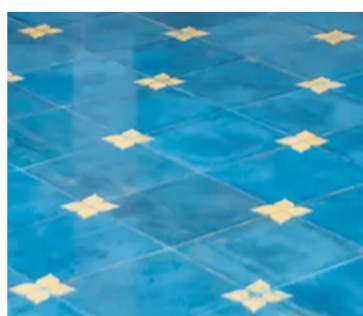
All such additional terms, guidelines, and rules are incorporated by reference into these Terms and Conditions ("Terms"), except that in the event of any conflict between such additional terms, guidelines or rules and the other provisions of these Terms, such additional terms, guidelines or rules shall control concerning the applicable Services.

These Terms set forth the legally binding terms and conditions that govern your use of the Site AND SERVICES. By accessing or using the Site OR SERVICES, you are accepting these Terms (on behalf of yourself or ANY entity you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or SUCH ENTITY). You may not access or use the Site OR SERVICES or accept the Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use the Site OR SERVICES.

### **Variations, Size, Finish and Awareness of Materials**

- 'Athangudi' cement tiles are as much an art as a science. Its beauty and richness come from its handmade nature. Our 'Athangudi' tiles are handmade one by one, using traditional production methods. Understanding how they are made, and how the tile colours are achieved and wear over time is critical to appreciating the beauty and performance of the tile. **The general size of the tile is 10 in. x 10 in. x 18mm. and borders/skirtings may come in 10 in. x 5 in. x 18mm.**
- How are 'Athangudi' Tiles made?
  - Unlike traditional ceramic or porcelain tiles, 'Athangudi' tiles are made entirely by hand with pigments and materials and do not require kiln firing.
  - A mould is used to create the colourful design of the tile followed by a **water bath to cure it for 72 hours**. The tiles are then 'air cured' until completely dried.

- It takes about **4 weeks** for the 'Athangudi' tiles to reach 90% of their potential strength, yet will continue to gain strength for decades. It is not that the 'Athangudi' tiles continue to dry out, they actually go through a chemical reaction that hardens the cement over time.
- What can be expected during installation?
  - A chalky residue appears on the finished tile and is a result of the production process. Some light shadowing will remain after the installation and cleaning, this is an inherent part of the tile.
  - Tiles retain moisture from the manufacturing process (which is why we may use husk in the finishing process) and will dry to their correct colour a few days after installation.
- 'Athangudi' tiles **will not be identical from piece to piece**. The natural components of the cement, sand, and colour pigment change over time and variations such as size, shade, design imperfections, irregular or chipped edges and the appearance of fine cracks on the surface and grouting are inherent to this product and can vary from piece to piece. **This is a result of the handmade process and the nature of cement. This adds to the natural appeal** and does not compromise the performance of the tile **nor these will be considered defects**. Details can be seen in a close-up but will be unnoticed when installation is completed.
- Due to these qualities, **there will be a variance in every item**. All 'Athangudi' tiles may suffer colour tone changes over time and with regular maintenance.







## Can these tiles be laid in bathrooms, kitchen backsplash, pools, counter tops?

Absolutely! Our Athangudi tiles are an excellent choice for bathrooms and other wet areas. Their resistance to moisture makes them perfect for use on bathroom floors, shower floors, shower walls, steam rooms, and saunas. However, it's important to note that Athangudi tiles are porous, so we recommend sealing them with a high-quality penetrating sealer both before and after installation to protect against staining and moisture penetration.

Like natural stones, Athangudi tiles benefit from a penetrating sealer, which coats the cement particles in the tile, reducing their absorbency and making them less likely to retain stains or water. While water-based sealers are environmentally friendly and produce fewer fumes during application, we prefer solvent-based sealers for their superior protection.

Sealing is essential to prevent staining from adhesives and grout during installation and to maintain the tiles' longevity and appearance over time. **Please note that we do not have first hand experience regarding sealing the tiles and our installers do not provide sealing services.** If you're planning to use our tiles in areas such as bathrooms, kitchen backsplashes, pools, or countertops, we recommend hiring a tile installer who is experienced in sealing and installation.

Regular maintenance involves wiping the tiles with water and a mild, neutral-pH cleaner weekly. Avoid using acidic cleaners like bleach or vinegar, as they can damage the sealer and cause discolouration.





### Can these tiles be used in outdoor spaces such as terrace?

While Athangudi tiles are versatile and can be used for a variety of applications, including outdoor use, it's essential to note that they may undergo changes over time when exposed to the elements. Athangudi tiles are not UV resistant, so installations exposed to sunlight will gradually fade. Therefore, we recommend opting for neutral colours for outdoor use to minimise the effects of fading.

Exterior applications may experience some fading over time due to UV exposure, particularly in brighter colours. While this natural fading adds character to the tiles, it's important to consider when selecting colors for outdoor projects.

Despite potential fading, our Athangudi tiles remain durable and suitable for outdoor applications, providing a stylish and functional solution for your outdoor spaces.





- The appeal of this style is the old-world charm and character and part of that character is how the tiles age. If used on the floor in a high-traffic area, over time the surface in some parts will wear differently than others and create an aged patina. This is an expected and desired process and, again, part of the charm and character of the tile. When used in lower-traffic areas, like a bathroom with mainly barefoot traffic, it will be less likely to show that type of wear, or it will take longer for that to appear.
- Shades of colour are seen differently on computer monitors and phones. If in doubt, or have no previous experience with 'Athangudi' tiles, we strongly recommend ordering a sample before going ahead with your order. This helps clients to know what to expect and prevent any disappointments.
- Dust and residue may be present, simply clean the tiles before installation.
- Given that each piece is handmade we highly recommend blending in the pieces from various boxes which is key to ensuring the combination of shape, colour and shades as it pleases your aesthetic senses.
- We also recommend once the tiles have arrived, you place the tiles in the area in which they will be laid which will lead the tiles to absorb the humidity of the chosen area before they are installed.
- Upon receiving your newly arrived tiles, we request you adhere to the following steps:
  - Store them properly (for max. 15 calendar days) whilst you await your installation date. 'Athangudi' tiles should be stored in a dry area. Avoid getting them wet!
  - Avoid moisture, dampness, direct sunlight and/or storing in a covered shed or your tiles may stain, fade in colour or may result in damaging the surface of the tile leaving pitting and cracks.

### **Scope of application**

Our terms of sale apply exclusively. We shall not accept any terms and conditions of the Purchaser which differ from our terms of sale unless we have explicitly agreed to their validity in writing. Our terms and conditions of sale also apply if we carry out the delivery to the purchaser, even if the customer's terms conflict with our terms and conditions.

### **Order**

The basis for the condition of a goods delivery contract is an online order, written order of the desired goods, by electronic mail (e-mail) or by regular mail, phone order via SMS/WhatsApp/Instagram/Facebook/Phone call as well as a deposit paid to our business account. Unfortunately, this is inevitable and it is for our protection against misbehaviour. From this date, the goods shall be deemed to be binding. Collateral agreements, amendments, and additions, as well as deviating agreements, are only effective with written confirmation.

## Cancellation Policy

Because we are a custom tile manufacturer and produce client-specific products, most tiles are made to order (these conditions apply to ready stock items as well). We might not accept order cancellations or modifications, **24 hours** after order confirmation. If there is a modification request within this time frame, it is done free of charge. If there is a cancellation request within this time frame, 100% of the amount is refunded.

If there is a modification request within **24 - 48 hours**, there will be a 5% additional charge on the 'tiles' part of the order. If there is a cancellation request within this time frame, there will be a 10% deduction and a 90% refund.

If there is a modification request within **48 - 96 hours**, there will be a 10% additional charge on the 'tiles' part of the order. If there is a cancellation request within this time frame, there will be a 25% deduction and a 75% refund. Please be advised that all deposits are non-refundable post this timeframe and no modification will be entertained.

## Overage (Wastage)

Chettinad Tiles is not responsible for quantities ordered. All customers are solely responsible for providing measurements and quantities needed for each order. We can also help in deciding the number of tiles for a fee with the help of a floor plan or room measurements. In addition, all customers are strongly advised to order tiles more than necessary to ensure that enough product is on-hand to complete installation. Please consult your tile installer/engineer/architect/designer to ensure that your take-off quantity and overage calculations are correct.

Keep in mind that the price of the overage quantity is minimal in comparison to the cost of rush product and one-off shipping if more product is needed after the original order due to site conditions, mistakes in order quantities, or installation errors. Trying to save a few hundred rupees by decreasing or eliminating the standard 10 - 15% overage is the most common mistake customers make when placing orders. This mistake can end up costing 5-10 times more to place small incremental orders AND significantly delay projects by months! No guarantee can be given that an item will remain in stock.

## Prices, Taxes and Payments

- All prices, discounts, and promotions posted on the website/Instagram/WhatsApp/Facebook are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes.
- We strive to display accurate price information, however, we may on occasion make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- All prices stated in India exclude 18% GST. GST is applied at the time of payment and paid as part of the original order.

- If you have a GSTIN number, please let us know and provide it before issuing the invoices.
- Most orders require a 75% down payment at the time of order. For some special cases, we may require a 50% down payment at the time of order and 25% during the mid-production cycle. Balance payment is required at the time of shipping. Some orders may require full payment in advance. **We don't offer cash on delivery.**
- A signed copy of the final quote with the design draft (or) acceptance of the same via e-mail may be required to proceed with the order.
- Order volume is a factor in pricing. The prices shown may not be valid for less.
- All pricing is quoted and payable in Indian currency (INR) unless otherwise specified.
- Unless specified otherwise, quotations are valid for 30 days.
- Only fully paid orders will be delivered and can be self-picked from our warehouse.
- Invoices are provided with the delivery and upon request, copies can be sent via email as well.
- Due to fuel cost variations, estimated shipping costs can change.

#### **Minimum order policy**

The minimum order for all Non-stock and custom orders is 200 tiles. Anything between 100 and 200 tiles will incur an extra 50% charge.

#### **Demolition**

Chettinad Tiles shall be indemnified from any damage that may be caused during the removal of existing tiles in preparation for the installation of 'Athangudi' Tiles.

#### **Returns**

Due to the fragile nature of the pieces and their individual qualities we do not accept returns on our tiles. Returns are also not accepted on clearance/ready-stock items.

#### **Storage**

Chettinad Tile will store your order in our warehouse free of charge for up to 7 days from the date of delivery. After that time has expired, each order that is held due to the customer receiving delays will incur storage fees of ₹1 per tile per calendar day will apply. In cases where the storage fee exceeds the tile rate, the order will be nullified and invalid and the buyer agrees to forfeit any advances paid and we reserve the right to retain/resell/dispose of the tiles in a way we deem necessary.



## Delays

The customer or respective architect/engineer/builder is solely responsible for calculating the project timeline and communicating the same with us so we can manufacture your tiles to reach you accordingly. If there are delays on your part by more than 30 days from the agreed date of dispatch/delivery date, we cannot be held responsible for the tile quality, be it shade imperfections, irregular or chipped edges, the appearance of fine cracks on the surface, or tile breakage during the loading stage, transportation, and unloading stage in excess of the standard 5%. This is because the tiles would have been excessively dried out by then, resulting in **Drying Shrinkage**.

In these cases, any insufficiency in tiles arising due to the above, the customer would have to place another new order for the insufficient tiles and wait until the tiles arrive. If our layers/labours are at the site for laying, they will leave the site and return later and all transportation charges, labour daily wages, and food charge, sometimes accommodation charges would be borne by the customer.

## Why do tiles break due to excessive drying? What Is Shrinkage Of Concrete?

The volumetric changes in concrete structures due to the loss of moisture by evaporation are known as concrete shrinkage or shrinkage of concrete. It is a time-dependent deformation which reduces the volume of concrete without the impact of external forces.

The shrinkage that appears after the setting and hardening of the concrete mixture due to the loss of capillary water is known as **drying shrinkage**. Drying shrinkage generally occurs in the first few months and decreases with time.

**Environmental condition** is one of the major factors that affect the total volume of shrinkage. Shrinkage is mostly occurred due to the drying condition (as long as it is kept in the drying condition) of the atmosphere. It increases with the decrease in humidity.

**The rate of shrinkage decreases rapidly with time.** It is observed that 14% to 34% of the 20 year shrinkage occurs in **2 weeks**, 40% to 80% of the 20 year shrinkage occurs in **3 months**, and 66% to 85% of the 20 year shrinkage occurs in **1 year**.

### Laying Service

Please note that we highly recommend using our tiling service. The traditional installation of 'Athangudi' Tiles differs from regular vitrified tiles. Additional raw materials are included in the mixture, and a unique finishing method is employed after installation to achieve the traditional look and shine. Chettinad Tiles cannot be held responsible for the final product if you choose to use your own installers.

We strongly recommend the comprehensive package, which includes installation and polishing. In this package, Chettinad Tiles will source some necessary materials for installation, send layers from Chettinad Tiles, and handle their transportation and meals. Please be prepared to organize a labour team from your side to unload the tiles from the truck and move them to the required areas on the site. Your labour team should also assist in transporting materials such as cement, sand, lime, and husk to their respective areas/floors, facilitating our installers in commencing or continuing the installation process. **Our installation team will ONLY lay the tiles.**

**Setting time:** For typical tile installations, it's advisable to wait at least 24 to 48 hours before walking on the tiled floor, although complete drying may take 4 or 5 days. Generally, the cement mortar will start to set within 2 hours.

**Finished tile level:** The completed tile level will be a maximum of 2 inches in height (1.3" cement-mortar bed + 0.7" tile) from the base level, resulting in a finished floor level of 2 inches.

### Laying Area:

Athangudi tile laying is a slow process where the layers will lay and install only between 180 – 220 sq. ft. a day compared to machine-made mass-produced tiles (where layers can lay up to 600 sq. ft. a day) for several reasons:

- **Irregularities:** Athangudi tiles often have slight variations in size, shape, and thickness, making it more challenging to achieve a uniform and precise layout which makes the installation process more time-consuming. This requires extra attention and time during the installation process to ensure a cohesive and aesthetically pleasing design where each tile needs to be individually adjusted to ensure a uniform and level surface.

- **Precision:** As Athangudi tiles are handmade, slight irregularities in pattern or uneven edges are to be expected. Additionally, since Athangudi tiles measure only 10" x 10", the ratio of tiles per square foot is higher, requiring layers to handle a greater number of tiles per area. Moreover, installers need to spend more time on preparation and precise placement and must take extra care to align and position each tile correctly according to the desired pattern or layout, to achieve the desired aesthetic result which can further extend the installation time.
- **Additional steps:** Athangudi tile installation involves several additional steps compared to laying regular vitrified tiles. These include waiting for the tiles to dry before applying wet cement milk, color grouting, and, when necessary, laying husk. These extra processes contribute to an extended overall installation time.

We understand the importance of maintaining a clean and satisfactory work environment during and after tile installation. However, we do not assume responsibility for excess tile debris on the client's premises as each tile is purchased by the client, we acknowledge that the client retains ownership of the tiles, including any broken or chipped pieces. Therefore, by default, we do not have the right to discard any tiles without the explicit consent of the client. Our laying team will not shift tile debris from higher floors to lower floors post-installation. However, upon client instruction, we can segregate the debris in a demarcated corner in the same floors of the site for the client's future use or disposal.

While Athangudi tiles offer a unique and artisanal look, the additional time and effort required for their installation can be a consideration for contractors and homeowners. However, many people find the distinctive qualities of Athangudi tiles well worth the extra time and attention to detail.



## On-Site Conduct and Compliance

### Required Site Conditions for Installation:

To ensure the best possible outcome for the installation of our tiles, specific site conditions must be maintained. This includes prohibiting other construction activities, avoiding unnecessary foot traffic over freshly laid tiles, and maintaining a clean environment free of dust and debris, especially avoiding paint drops and scratches on the tiles.

### Consequences of Non-Compliance:

If, upon arrival, our installation team discovers that these conditions are not met, we reserve the right to either:

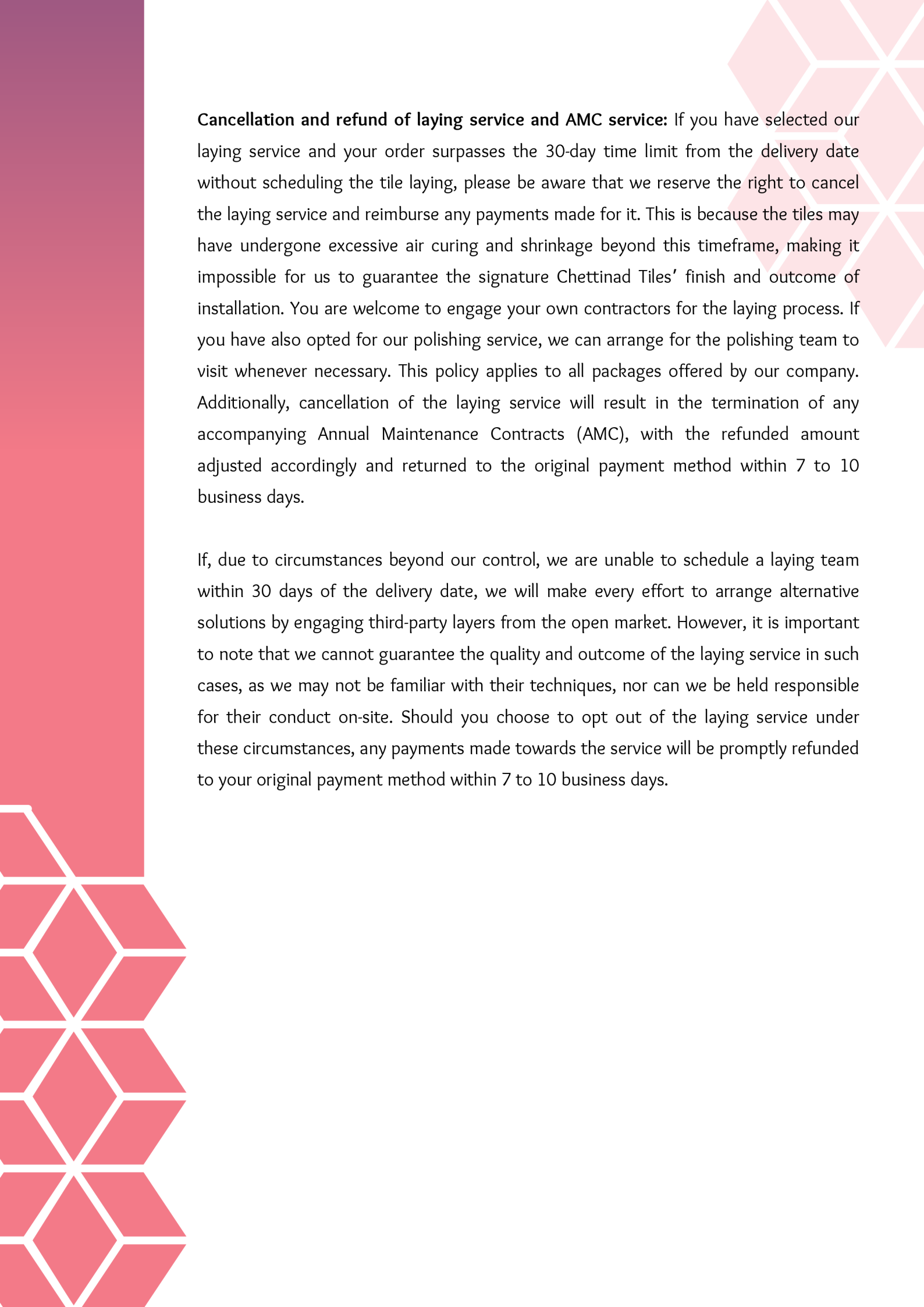
- 1. Discontinue Work:** Leave the site immediately. We will refund any unused advances for the work not performed. This decision aims to prevent potential damage to the quality and finish of our tiles due to inadequate site conditions.
- 2. Continue with a Waiver:** If you wish for us to continue despite these conditions, we will proceed only after you sign a waiver. By signing this waiver, you acknowledge that:
  - The company (Chettinad Tiles) will not be responsible for any issues related to the appearance, finish, levelling, or adhesion of the tiles.
  - The client/customer/engineer/builder/architect/contractor agrees to indemnify or hold Chettinad Tiles harmless of any future problems that arise related to the tile installation under these compromised conditions and no support services will be provided by Chettinad Tiles.

### Documentation and Evidence:

To facilitate this process, photographs documenting the site conditions will be taken before any work is resumed or discontinued. These images will serve as evidence of the site conditions at the time of our team's operation.

Below are certain photographic examples taken at various sites:





**Cancellation and refund of laying service and AMC service:** If you have selected our laying service and your order surpasses the 30-day time limit from the delivery date without scheduling the tile laying, please be aware that we reserve the right to cancel the laying service and reimburse any payments made for it. This is because the tiles may have undergone excessive air curing and shrinkage beyond this timeframe, making it impossible for us to guarantee the signature Chettinad Tiles' finish and outcome of installation. You are welcome to engage your own contractors for the laying process. If you have also opted for our polishing service, we can arrange for the polishing team to visit whenever necessary. This policy applies to all packages offered by our company. Additionally, cancellation of the laying service will result in the termination of any accompanying Annual Maintenance Contracts (AMC), with the refunded amount adjusted accordingly and returned to the original payment method within 7 to 10 business days.

If, due to circumstances beyond our control, we are unable to schedule a laying team within 30 days of the delivery date, we will make every effort to arrange alternative solutions by engaging third-party layers from the open market. However, it is important to note that we cannot guarantee the quality and outcome of the laying service in such cases, as we may not be familiar with their techniques, nor can we be held responsible for their conduct on-site. Should you choose to opt out of the laying service under these circumstances, any payments made towards the service will be promptly refunded to your original payment method within 7 to 10 business days.



**We strongly urge the client or a representative to be on-site while laying** to do a thorough check of all the areas laid to your satisfaction. **We can't stress this point enough.** While we take utmost care to level the tiles and replace a few damaged tiles while laying, there is room for human error to overlook a few tiles. This is why it is better to have a second set of eyes. If you find any issue in levelling or if you feel a certain tile needs to be replaced (may be due to a crack, design imperfection or a chipped edge), please let our layers know then and there or at max during their last day before leaving the site. If you need this work done at a later date, there would be a lot of hassles for the client as our layers would be occupied on other sites to fulfil other customer deadlines and cannot be done immediately and can take months. Moreover, the cost to do these small works is also very expensive as the customer would need to bear round-trip travel charges, food, accommodation, arrange materials again and a daily labour wage of Rs. 7000 per day per team.

The customer/engineer/builder/contractor or any representative needs to be present on-site on the last day to evaluate the measurements of the area(s) that have been laid. The final amount may increase or decrease based on actual measurements and may differ from the initial quote. This is done to prevent any potential misunderstandings and discrepancies that may arise later, and we will not be held liable for measurements once our team leaves your site.

We **strongly urge** you to stop all other works like civil, carpentry, painting, etc. when we lay "Athangudi" tiles. This has many reasons to it. Firstly, there would be less chaos at the site between different labour teams. Next, nobody should walk on the tiles while laying as it would result in levelling problems between tiles and diminish the overall finish. Works like painting simultaneously will result in putty/paint drops on tiles, and when you use 'thinners', it is abrasive to the colour oxide layer and spoils the look of the tiles.

**REMEMBER!** You have chosen "Athangudi" tiles because you love them so much. There is a lot of hard work and effort in making them right until this stage. Half the beauty of the tiles lies in laying them right. Please don't spoil that because of site delays, or because your contractor/builder/architect says so.

## Polishing Terms

The terms "polished," "unpolished," and "raw" are used to describe the finish of Athangudi tiles. However, the concept of polishing and its impact on the tiles can often lead to confusion when trying to achieve the desired look. To clarify, let's delve into what Athangudi tile polishing entails, how it transforms the tiles, and why opting for our polishing service can be advantageous.

## What is Athangudi Tile Polishing?

When Athangudi tiles leave our factory, they carry an "unpolished" or "raw" finish. These tiles may appear somewhat "chalky" upon unloading or unpacking.


After installing Athangudi tiles, it's crucial to meticulously clean them for optimal visual results. This step sets the foundation for your new floor's success: maintaining its appearance, drawing admiration, ensuring longevity, and more. So, what exactly happens during the polishing process?

Depending on the floor's requirements:

1. We might use a fine sand screen disc with a 600-grit rating to gently sand the tile surface.
2. We apply a high-quality sealer to safeguard the tiles.
3. A coconut coir pad is employed to buff the tiles.

Polishing and sealing your Athangudi tile floor are vital installation steps. This is because Athangudi tiles are porous and can potentially absorb stains and dirt if left unprotected.

Post-polishing, the tiles exhibit a smooth, satin sheen that mimics the finish naturally developed by Athangudi floor tiles over time with proper care and usage. This sheen emerges from the cumulative abrasion the tiles experience through everyday use. Here, we address common queries related to tile polishing.



**Important Note:** Even if you've purchased tiles from a competitor and installed them using their or your own methods, we offer standalone polishing services. In such cases, please note that we'll assess your existing floor conditions first. Your tiles might have faded, and the installation might not have been executed correctly. While we provide our best service, the results might differ from what you see on our social media, where we manufactured and laid the tiles using our own methods.

### **Frequently Asked Questions (FAQs)**

#### **1. What does polishing mean?**

Polishing involves a mechanical process that employs a high-speed rotary buffer, mild abrasives, and water to "polish" each cement tile. This procedure emulates the "patina" that naturally forms on an Athangudi tile over years of cleaning with water.

#### **2. Are polished tiles excessively shiny and slippery?**

No. Polished tiles boast a moderate, flat satin appearance and are less coarse to the touch.

#### **3. Does polishing extend tile lifespan?**

No. Polishing doesn't increase the tiles' lifespan.

#### **4. What's the benefit of polishing tiles?**

Once installed, polished tiles swiftly create a comfortable, "lived-in" ambience with a gentle satin sheen. This same effect develops over time with regular care.

In summary, Athangudi tile polishing involves a specialized process that enhances its appearance and durability. The resulting satin sheen mimics the natural patina of well-maintained tiles. While polished tiles don't necessarily last longer, they provide an inviting and comfortable atmosphere. Our polishing service is available even if you've used tiles from other sources, although results might vary due to different installation conditions.



**A note on tile spacing.** While we aim for a  $\frac{1}{32}$ " grout, because of the handmade nature of the tiles,  $\frac{1}{16}$ " is the most feasible grout and you might also observe  $\frac{1}{8}$ " grout in a few places. This is because, "Athangudi" tiles are handmade and are not machine cut, unlike vitrified tiles/marble/granite and would have irregular and uneven edges.



If labours arrive on site and find the site not ready to tile or to unload materials, the customer would be responsible to take necessary actions/makeshift arrangements until we see fit to carry out our services. During this time delay, the customer would need to compensate for the time of the labours (daily wages, food and accommodation charges), laying/polishing partners or they may leave the site and return after the site is ready to continue our service. Any and all charges arising due to this would need to be borne by the customer.

### Other General Terms

- When you are buying only tiles from us (custom order) and decide to use your own layers, please note that the tiles **need to be laid/installed within 15 calendar days from the original delivery timeline**. Failing to do so may alter the look (colour fade, thin cracks on the surface) and feel of the tiles and we are not responsible for how the tiles turn out when you lay them after the said timeline. Hence, clients are strongly suggested to get their tiles delivered within a week when you plan of laying them, so we will manufacture them accordingly. For delays, of more than 30 days, kindly refer to the "Delays" Terms.
- Customers must ensure that they have an acceptable blend of colour and quantities BEFORE fixing tiles as no claim can be entertained once tiles have been affixed.
- The goods remain as our unrestricted property until they have been paid in full.
- Orders accepted and promises of delivery given are conditional upon our being able to secure the necessary materials. We are not responsible for any delays in performance due to force majeure or other unforeseeable, extraordinary, or unexpected circumstances. Unforeseen events such as force majeure, war, governmental measures, currency change, as well as company settings, disturbance, strike, or lockout at suppliers or carriers, entitle us to withdraw from the purchase contract without compensation.
- We shall not be liable for loss of profit, consequential damages, or other indirect damages. The intangible value is not reimbursed.
- Claims for incorrect materials will not be accepted unless made at the time of purchase or delivery. Comprehensive photographic evidence is required by us to claim.

- Customers are requested to check quantities of goods supplied at the time of purchase or delivery as no queries can be entertained at a later date.
- On occasion, small damage of approximately 5% can be expected. We cannot compensate for these small quantities of breakage as these can mostly be used as cuts, waste and damage.
- Claims for damages caused by a lack of compliance with our fitting, sealing and maintenance recommendations will not be accepted.
- Due to variations in colour from production batches, Chettinad Tiles cannot guarantee colour matches exactly between a sample and a full order, especially if there is a long period between customers ordering a sample and receiving their order.
- Chettinad Tiles will not be responsible for the material that has been used in any way, cut or installed. Please express any concerns you have before cutting or installing the material as we cannot offer a return on products that have already been used or altered. We hold no responsibility for materials that are installed even where the tiles are incorrect, damaged or for any other reason unacceptable. Chettinad Tiles will not pay for or perform any installation under any of these circumstances.
- Chettinad Tiles is always here to advise on how and where to successfully install 'Athangudi' tiles but makes no guarantees on performance or maintenance after installation.
- Chettinad Tiles is not responsible for ongoing care, or problems arising from any orders after receipt of the product. Detailed tile maintenance tips are available upon request.
- If you are missing certain goods, please contact us at the earliest and we will do our utmost to meet your needs.
- If you have excess tiles after your usage due to overage, please feel free to store them properly in case of future breakages, you can replace them, or else you are free to discard/dispose of them. Please note that no refund or credit will be given because your tiles are custom-made and we cannot take them back.



## **Usage of Client's Visual Content**

By purchasing any service from Chettinad Tiles, you agree that photos and videos of the tiles, work pictures and videos, before and after visuals of the areas, even if they are not tiled, and parts of the house which we might not have worked upon, may be published on our social media platforms, website, and used for commercial purposes. We reserve all rights to use this content as we see fit without prior permission or announcements, unless explicitly agreed in writing not to do so.

## **Grant of Rights**

The client grants Chettinad Tiles the right and permission to use photographic portraits, pictures, digital images, or videotapes of any and all parts of the house, in whole or part, or reproductions thereof in colour or otherwise, for Chettinad Tiles' website, branding, advertising, and on social media platforms such as Instagram, Facebook, Twitter, Pinterest, etc. without payment or any other consideration. The client waives any right to inspect and/or approve the finished product or the copy used in connection therewith. The client hereby releases, discharges, and agrees to indemnify and hold harmless Chettinad Tiles from all claims, demands, and causes of action that the client may have by reason of this authorisation or use of the house's photographic portraits, pictures, digital images, or videotapes, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images or videotapes, or in processing towards the completion of the finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials.

## **Opt-Out Option**

Should you prefer that your visual content not be used in the aforementioned manner, you have the option to purchase privacy of images at a cost of Rs. 15,000 or 10% of the total package cost, whichever is lower. Upon receipt of payment, we will refrain from using your visual content for promotional or commercial purposes as outlined above.

## **Force Majeure (Act of God)**

### **Unforeseeable Events:**

Force Majeure refers to unexpected and unavoidable events beyond our control that can affect our ability to fulfill our commitments. These events include, but are not limited to, natural disasters (like floods, earthquakes, or severe weather), fires, pandemics, wars, strikes, or government actions that prevent us from operating normally.

### **Impact on Production and Delivery:**

If such events occur while your tiles are being made in our factory or are in transit, we might not be able to complete the production or deliver your order as promised. Under these circumstances, we cannot be held liable for any damages, losses, or failures to deliver the tiles.

### **Customer's Next Steps:**

In cases where Force Majeure affects your order, you will need to place a new order for the tiles. We will not be able to offer refunds or reorders for tiles affected by events covered by this Force Majeure clause.

### **Communication:**

We will inform you as soon as possible if a Force Majeure event affects your order, providing details about the situation and any possible next steps for resolving the issue.

**While shipping via third-party dedicated trucks (part load and full load)  
[Recommended option!]**

- There will be no packing on tiles by default but can be opted for an additional price by the customer before order confirmation/payment. Tiles will be carefully loaded with wedges to prevent inter-tile movement to minimize breakages.
- Freight costs for deliveries are calculated separately, according to the recipient city. You will receive a corresponding proforma invoice deduction with the respective shipping costs before order confirmation.
- Chettinad Tiles provides a delivery service using several outsourced delivery companies. We are not responsible for or have no control over the way these companies conduct their business. We have engaged many companies over the years and we do find our current transport suppliers very efficient but the transport process of all goods can be complicated so things can go wrong.
- All products leave our dock in good condition.
- Ensure there is someone to accept delivery that is capable of unloading tiles and checking tiles for damage. If the driver says they cannot wait for that then you say you cannot sign for them. They are obliged to wait. If goods are signed for as unchecked or just signed for this will be taken by us and the transport company that the goods are accepted and the transport company or Chettinad Tiles cannot entertain any damage claims. As soon as goods are signed for as unchecked or just signed for they become the customer's responsibility.
- If there are damages for more than 5% of the order quantity, please sign your name and state "damages visible", then sign and accept the delivery. You should then notify us within 12 hours by email having checked all the goods. Comprehensive photograph evidence will be needed by email. We will then without quibble send replacement goods. After the 12-hour time, no other claims can be entertained.
- If the delivery address is unattended, incomplete, unclear, unreadable, or incorrect address is provided during the assignment of the order, there will be a charge for the redelivery of goods.



- If there is any shortage or incorrect tiles delivered, please sign your name and state the same, then sign and accept the delivery. You should then notify us within 12 hours by email having checked all the goods. Comprehensive photograph evidence will be needed by email. We will then without quibble send replacement goods. After the 12-hour time, no other claims can be entertained.
- Freight is arranged as a courtesy. If you are not happy with this selection or if you prefer, you can arrange collection from our warehouse using your own transport company or in person.

#### **While shipping via Gati/Delhivery. [Alternative method]**

- The delivery is deemed to be fulfilled upon delivery of the goods to a transport company.
- Freight costs and packaging for deliveries are calculated separately, according to the recipient city. You will receive a corresponding Proforma invoice deduction with the respective shipping costs before order confirmation.
- Chettinad Tiles provides a delivery service using several outsourced delivery companies. We are not responsible for or have no control over the way these companies conduct their business. We have engaged many companies over the years and we do find our current transport suppliers very efficient but the transport process of all goods can be complicated so things can go wrong.
- All products leave our dock in good condition and are properly packed. While we take utmost care in our power to pack the tiles with sufficient padding or wooden pallets for shipping, on very rare occasions, the entire lot can be damaged/broken and it is at the risk of the buyer and Chettinad Tiles cannot be held responsible nor reimburse for the goods. We cannot accept liability for damage during shipment. Claims for damaged and broken tiles must be made through Gati/Delhivery.
- Freight is arranged as a courtesy. We use Gati, and Delhivery, and do not make a profit from deliveries. If you are not happy with this selection or if you prefer, you can arrange collection from our warehouse using your own transport company or in person.

- Ensure there is someone to accept delivery that is capable of lifting boxes at the time of delivery. If the delivery address is unattended, incomplete, unclear, unreadable, or incorrect address is provided during the assignment of the order, there will be a charge for the redelivery of goods.
- If there is any shortage or incorrect tiles delivered, please sign your name and state the same, then sign and accept the delivery. You should then notify us within 12 hours by email having checked all the goods. Comprehensive photograph evidence will be needed by email. We will then without quibble send replacement goods. After the 12-hour time, no other claims can be entertained.

**Changes:** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) or by WhatsApp/Instagram, and/or by prominently posting notice of the changes on the Site. You are responsible for providing us with your most current e-mail address. If the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or by WhatsApp/Instagram or thirty (30) calendar days following our posting of notice of the changes on the Site. These changes will be effective immediately for new users. Continued use following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**Governing Law:** These Terms are governed by the laws of the State of Tamil Nadu, consistent with the India Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

**Dispute Resolution:** Please read this Arbitration Agreement carefully. It is part of your contract with Chettinad Tiles and affects your rights.

(a) Any and all controversy(ies)/ Dispute(s)/difference(s)/claim(s) in tort arising out of or in connection with or in relation to this contract, including its existence, validity or termination, during its existence or thereafter, shall be referred to and finally resolved by arbitration of sole/three arbitrator(s) nominated by the Council of National and International Commercial Arbitration (CNICA) and its rules shall prevail.

The Award so rendered shall be final and binding on the parties. The language shall be English and the venue shall be at Chennai. The Arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time including provisions in force at the time the reference made.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to:

Chettinad Tiles,  
Survey no. 364/1B, Chockalingampudur Main Road, Aranmanaipatti Panchayat,  
Athangudi, Sivagangai Dt., Tamil Nadu – 630 101.

After the Notice is received, you and Chettinad Tiles may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

**Electronic Communications:** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

All information is carefully compiled, but errors and changes are reserved.

All customers acknowledge and accept the terms and conditions of sale outlined above by placing orders.

These terms and conditions do not affect your statutory or Common Law Rights and do not affect your rights as a consumer.