



STANDARD TERMS AND CONDITIONS

1. DEFECTS, WARRANTY AND RETURNS

- a) The Customer must notify the Company in writing within 7 days of the date of delivery of any apparent defects in, damage to or shortage in quantity of the goods delivered.
- b) The Customer must notify the Company in writing within 7 days of the date of delivery if the goods delivered are incorrect in relation to the invoice or customer purchase order.
- c) The Customer must allow the Company to inspect any alleged defective or damaged Goods and must not install any such Goods until such inspection has occurred.
- d) To the maximum extent permitted by law, the Company excludes all conditions, warranties and undertakings and provides no warranties to the Customer which are not expressly included in these terms and conditions. However, these terms and conditions do not exclude, or limit the application of any provision of any statute the exclusion of which would contravene any statute or cause any part of these terms and conditions to be void. In particular, if the Customer is a Consumer, certain statutory guarantees and warranties may be implied into these terms and conditions by the ACL (Implied Statutory Guarantees) and nothing in these terms and conditions modifies or excludes the Implied Statutory Guarantees.
- e) Subject to a Customer notifying the Company in accordance with paragraph 12(a) - for a Customer who is a Consumer, in the case of breaches of certain of the Implied Statutory Guarantees; and - for a Customer who is not a Consumer, to the maximum extent permitted at law as permitted by section 64A of Schedule 2 to the ACL, the Company's liability is limited to, at the Company's option, either : (i) the replacement of the Goods or the supply of equivalent goods; or (ii) payment of the cost of replacement of the Goods or the supply of equivalent goods; or (iii) the repair of the Goods; or (iv) payment of the cost of the repair of the Goods.
- f) To the maximum extent permitted at law including the ACL, the Company will not be liable for the removal of any defective products or for the re-installation of any products or for any other direct or indirect loss or damages whatsoever including consequential loss, loss of profits, loss of opportunity or loss of use.
- g) Non-defective Goods may be accepted by the Company for return at its sole discretion provided the Goods are in an unused state, are re-saleable and have not been unpacked or removed from the original packaging in which they were delivered and that the packaging has not been damaged, defaced or altered in any manner whatsoever.
- h) Goods purchased on special orders will not be accepted for return unless defective.
- i) Requests for return must be made within 14 days from date of delivery using the standard form as specified by the Company. The standard form must be completed by the Customer providing all information as specified and required by the Company.
- j) The Company shall require the Customer to pay a 15% restocking charge to cover handling and associated costs.
- k) The Customer will also be required to pay any freight costs incurred by the Company associated with both the delivery of the product to the Customer and the return of the product to The Company.
- l) Defective Goods will only be accepted by the Company for return if:
 - I. the Customer has complied with the notification requirements in clause 12(a);
 - II. the Company agrees that the Goods are defective;
 - III. the Goods are returned in a similar condition to that in which they were delivered;
 - IV. the Goods are returned within a reasonable time; and
 - V. the Customer has submitted the standard form as set out in clause 12(i)
- m) All Goods to be returned must be packaged and it is the Customer's responsibility to ensure this.
- n) If the Company is required to accept a return of Goods under any statutory provision, the Company will accept such return in accordance with any conditions imposed by the applicable statute.
 - (i) cease or suspend supply of any further goods or services to you;
 - (ii) by written notice to the Customer, terminate any uncompleted contract with you.

2. WARRANTY

A Manufacturer's Warranty will be furnished only with those goods which clearly indicate that a Manufacturer's Warranty applies to those goods. Subject to the terms and conditions of the Manufacturer's Warranty, the Manufacturer's Warranty may not apply to any defect which arises by excessive wear, misuse, neglect, accident or incorrect installation, including installation close to heat sources. Except as specifically provided in these terms and conditions, there are no other conditions, warranties or guarantees expressed or implied provided however that nothing in the conditions shall restrict, exclude or modify any condition, warranty or guarantee implied by any legislation which both implies conditions, warranties or guarantees and provides that such conditions, warranties or guarantees may not be excluded where and to the extent that such legislation is applicable.