

## **TERMS & CONDITIONS**

Please read these Terms and Conditions carefully before using this website operated by

BERI Plumbing & Hardware. (we, us, our)

Your access to and use of the website is conditional on our acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the website.

## **REQUEST FOR QUOTES**

If you wish to purchase any product or service made available through the website, you must first request a quote from us for the products or services by email or telephone. You may be asked to supply certain information relevant to your purchase including your name, address and contact details. You will be contacted by email at the earliest opportunity during normal business hours with a quotation.

## **ACCEPTANCE OF QUOTE**

If the quotation we have provided is accepted by you, you must indicate your acceptance either by email or, if you have a credit account, by forwarding your purchase order.

If you are a cash customer, we must receive the payment of the price of the products and the delivery charge (if applicable) before we can accept your order, or alternatively a 50% deposit will be required at the time of order. We reserve the right to restrict the number of products you may order and to refuse any order. Only when we have accepted your order there is a binding contract created between us.

## **CURRENCY AND SALES TAX**

All sales are in Australian dollars. All sales and prices listed will include GST. No orders will be accepted from purchasers outside Australia.

## **PAYMENT OPTIONS**

We accept VISA, MASTERCARD, Bank Transfer (direct deposit), COD, Pick UP and Pay, Detail on File or Phone for Payment Details. COD payments will be subject to a COD charge.

Payment options will be detailed on the invoice we send you once your order is accepted by us.

## **DELIVERY and SHIPPING**

Delivery costs depend on your location and the item(s) purchased. The actual shipping costs will be advised as soon as we process and confirm your order.

Standard deliveries will be made to suburbs within the Perth Metro Area and to neighbouring suburbs. Deliveries outside these areas will be made by a courier company at the cost of the customer. The courier cost will be quoted on once the order is received.

If products are in stock, deliveries can be made the following day as long as orders are received before 3.00pm. Same day deliveries will be assessed on a case by case basis and will depend on the quantity of products and delivery location.

If an order is to be shipped, this will generally occur within three or four working days if the item is in stock. If the item is NOT in stock, then it will take three or four days after the products are received for the products to be shipped.

We do NOT take responsibility for any late shipment(s). However you will be notified when your shipment has left for delivery.

It is your responsibility to provide uninhibited access to delivery sites. If in crossing or endeavouring to avoid any obstruction damage is caused to the obstruction or the products being supplied by us, then you agree to indemnify us against all claims whatsoever for such damage. You agree that any price quoted by us for delivery of the products by us was on the basis of uninhibited access being provided to the delivery site and in addition to any price quoted you shall pay the price charged by us for any waiting time or time incurred by us in obtaining uninhibited access to the delivery site.

You acknowledge that products leaving our premises are adequately packed. Claims for damage in transit must be made against the carrier. We are not responsible for any loss or damage to the products in transit.

## **SHIPPING DELAYS**

## **AVAILABILITY**

All orders are subject to availability of products. If we are unable to deliver products ordered by you we will notify you (where possible) and, if we have received the price and the delivery charges of the unavailable products, we will refund them to you within 30 days of your order unless you agree to a longer period.

## **REFUNDS & RETURNS**

All refunds and returns will require the customer to provide the original receipt or an electronic copy. It is not the responsibility of the store to provide a record of the purchase. Please choose carefully as refunds will not be given if you simply change your mind.

If products are found to be faulty, a refund will be given if returned to us within 14 days of a purchase together with an original receipt. If the faulty products have been installed a warranty claim must be processed with the manufacturer for replacement of the product with your original receipt. If products we deliver to you are damaged or defective you should contact us within 48 hours of delivery. To return products please take them to our Osborne Park or Bibra Lake stores with the proof of purchase or delivery docket.

If you do not receive products ordered you should contact us within 24 hours of the delivery. In the event that a product has been missed from a delivery without you being advised we will make a second delivery to you once the product is available at no extra charge.

Final decisions on refunds, exchanges and credit notes are left to the discretion of the business owner or manager.

It is acknowledged by you that the Australian Consumer Law and other laws may imply conditions or warranties in certain contracts and also give parties to those contracts certain other rights against suppliers of products and services. To the extent such conditions, warranties or other rights are implied or given in respect of this agreement and it is not lawful or possible to exclude them, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to this agreement and all other conditions, warranties or rights which might but for this provision be implied are hereby expressly excluded. Where the law implies any term or warranty into these terms and conditions which cannot be excluded, then the liability of us for any breach of such term will be limited in the manner permitted under section 64A of the Australian Consumer Law (as we may determine).

## **SUITABILITY**

You acknowledge that you have had an opportunity to inspect the goods prior to any order and you are satisfied the products are fit for the purpose they are to be used for and are of good quality. You are aware of the proper use for which the products are designed. If a product is not suitable, a refund may be given at our discretion, however if the product is not a stocked item there will be a restocking charge of 20% of the purchase price. If the product has been installed no refund will be given. If the product is not returned with its original packing or if the packaging is damaged a refund will not be given. Discontinued products sold at a discounted rate will not be accepted back for refund under any circumstances whatsoever.

Notwithstanding anything contained herein you acknowledges that, subject to the extent permitted by legislation no warranty or condition, express or implied, is given by us as to the condition of the products or as to the suitability or fitness of the products. Subject to the extent permitted by legislation any obligation of us under these terms and conditions shall be to use our best endeavours to supply products and/or services or to repair or replace (at our discretion) any products which are found to be defective during any applicable warranty period (if any) and in no event shall we be liable for any other claims, losses or damages including but not limited to claims arising from the loss or use of the products or howsoever arising and any indirect, special or consequential damage including but not limited to damages on account of prospective profits expenditures or other commitments relating to the business or goodwill of you or on account of any consequential loss or damage incurred or suffered by you or any customers of you, which arises from or is connected in any way whatsoever with the use of the products or injury to any person, corporation or other entity.

## **CREDIT ACCOUNT**

Regular customers may be invited at our discretion to open a credit account. This will not normally be offered to customers without a purchasing history with us. Separate terms and conditions apply to these accounts. Details may be found on our credit application page.

## **GOVERNING LAW**

BERI Plumbing & Hardware reserves the right to seek all remedies available to law and in equity for violations of these Terms and Conditions. The Laws of the State of Western Australia, Australia, shall govern these terms and conditions and use of the website and the user submits to the jurisdiction and the courts of the state of Western Australia with respect to any dispute relating to the use of the website or its content.