

## Eagles Plumbing Plus Terms and Conditions for Retail Customers

Terms & Conditions of sale, hereby referred to as "Terms".

In these Terms, the expressions "GST", "input tax credit", "tax invoice", "recipient" and "taxable supply" have the meanings given to the expressions in the New Tax Systems (Goods and Services Tax) Act 1999.

### 1. Prices

- 1.1. In Store: All prices quoted are subject to change without notice and all goods will be supplied at the prices current as at the delivery date from the Supplier to the Customer.
- 1.2. Online: The price of goods shall be specified by Eagles Plumbing Plus at the time of purchase. Product pricing and availability of goods may vary at any time without notice.

### 2. Payment

- 2.1. In Store: Customers may use any of the following payment methods in store:
  - 2.1.1. Cash
  - 2.1.2. Credit card (Visa, Mastercard, Bankcard) – Must be presented to the store in person for processing
  - 2.1.3. Direct debit card (EFTPOS)
  - 2.1.4. Certified bank cheques (no other cheques are accepted)
- 2.2. Online: Payments for trade account customers are as per the Terms and Conditions of sale for credit accounts.
- 2.3. When placing an order online, full payment is required at order confirmation stage via eWAY Online Payment Gateway.
- 2.4. Customers may use any of the following payment methods online:
  - 2.4.1. Visa
  - 2.4.2. Mastercard

### 3. GST

- 3.1. Prices are inclusive of GST.
- 3.2. If GST is applicable on any supply made under or in accordance with these Terms, the recipient of the taxable supply must pay to the Supplier an amount equal to the GST payable on or for the taxable supply subject to the provision of a tax invoice.

### 4. Description of Goods

- 4.1. The customer acknowledges and accepts that Eagles Plumbing Plus shall accept no liability with respect to and in accordance with clauses 4.2 to 4.5.
- 4.2. The descriptions, illustrations and performances contained in our products collection located in the Eagles Plumbing Plus's website, catalogues, price lists and other advertisements are approximate only by way of general description.
- 4.3. Goods are supplied in accordance with normal industry standards of manufacture and the Supplier will not be liable to the Customer in respect of goods which comply with these standards.

- 4.4. It is the purchaser's responsibility to check all products for colour match, type, condition and quantities upon receipt. Colour matching to a previous delivery, order or sample cannot be guaranteed.
- 4.5. Product descriptions and images are as close as possible to the product on offer but may not be an exact representation due to limitations of actual viewing conditions, photographic techniques, printing techniques and image availability.

## **5. Delivery**

- 5.1. Eagles Plumbing Plus offer an on-site delivery service and a delivery fee will apply for the delivery of all products. This fee is subject to change without notice and the amount of the fee is to be confirmed with your sales representative upon placing your order.
- 5.2. Items considered by Eagles Plumbing Plus staff members to be heavy or bulky may require a second person to assist with delivery, at which point the customer can choose to provide someone who is physically willing and able to assist or pay a two-man delivery fee.
- 5.3. Deliveries outside of the Eagles Plumbing Plus store's jurisdiction are subject to the store manager's discretion and may incur a higher fee, to be negotiated with the sales representative at the time of placing your order.
- 5.4. Additional delivery fees shall be included in the invoice value and are payable prior to the delivery being made to the Customer.
- 5.5. Customers must inspect all goods before signing for delivery as no claim for damage will be recognised if the goods have been signed for.

## **6. Special Orders**

- 6.1. Eagles Plumbing Plus is happy to place a special order for non-stocked products for Customers.
- 6.2. Extreme care should be taken selecting products for a special order.
- 6.3. A minimum deposit of 20% of the value of goods is required at the time the order is placed except those customers who have a trading account with Eagles Plumbing Plus.
- 6.4. Goods must be paid for in full when they arrive in store and must be collected within 14 days of our notification.
- 6.5. Failure to pay for or collect the goods within 14 days of notification will result in the deposit being forfeited and resale of the goods.
- 6.6. If the order is cancelled prior to the manufacturer's delivery the deposit will be forfeited and the Customer may be liable for the full cost of the goods.  
When ordering spas, customers will be asked to choose a pump position and confirm this via email before the order is placed with the manufacturer.
- 6.7. Special orders may be returned in accordance with our returns policy in Section 7 below, however special orders will incur an additional 20% supplier restocking fee unless returned due to a manufacturer's fault or defect.
- 6.8. Orders placed with Eagles Plumbing Plus consisting of baths, shaving cabinets, mirrors and vanities must be inspected by the customer on delivery and sign the Confirmation Form as supplied by Eagles Plumbing Plus of acceptance that the goods have been received in good condition.

## **7. Returns**

- 7.1. Eagles Plumbing Plus will accept returns provided the goods are returned:
  - 7.1.1. With the original tax invoice



- 7.1.2. Within 21 days of the original invoice date
  - 7.1.3. In original packaging
  - 7.1.4. Undamaged and in a saleable condition
- 7.2. Providing the above requirements have been met, goods can be returned for either:
- 7.2.1. Store credit for the same value of the goods supplied and delivered and may be subject to a restocking fee.
  - 7.2.2. Exchange for goods at the same price. Should the goods to be exchanged be of a greater value the customer shall pay the difference.
  - 7.2.3. Refund of the payment for the goods supplied and delivered.
- 7.3. Refunds are normally processed within seven (7) business days.
- 7.4. Products purchased online will be refunded via the same method of payment used to make the online purchase.
- 7.5. Customers must pay any return freight or return Eagles Plumbing Plus delivery fees for any goods returned for credit, exchange or refund, unless returned due to a manufacturer's fault or defect.
- 7.6. Eagles Plumbing Plus reserves the right that any goods that have been installed are deemed to be non-returnable and cannot be returned for credit, exchange or refund, unless returned due to a manufacturer's fault or defect.
- 7.7. A fee of \$3.30 including GST will apply to any goods returned for credit, exchange or refund, unless returned due to a manufacturer's fault or defect.
- 7.8. Special orders are subject to special conditions regarding returns, as set out above in Section 6.

## **8. Warranties**

- 8.1. All goods are sold subject only to the manufacturer's guarantees and warranties, if any, and all other implied conditions and warranties in relation to the supply of goods which may by law be excluded are excluded.
- 8.2. The Supplier's liabilities for a breach of a condition or warranty implied by Division 2 of Part 5 of The Trade Practices Act 1974 (other than Section 69) are limited to:
  - 8.2.1. In the case of goods any one or more of the following as nominated by the Supplier:
    - 8.2.1.1. the replacement of the goods or the supply of equivalent of goods.
    - 8.2.1.2. the payment of the cost of replacing the goods or acquiring equivalent goods.
    - 8.2.1.3. the payment of the cost of having the goods repaired;
  - 8.2.2. In the case of services either one of the following remedies as nominated by the creditor:
    - 8.2.2.1. the supplying of the services again or
    - 8.2.2.2. the payment of the cost of having the services supplied again
- 8.3. The Supplier will not be liable for any consequential loss claimed by the Customer as a result of the supply of goods as a result of any breach of this agreement by the Supplier.
- 8.4. The customer agrees that the Supplier is not liable for any advice or information provided by the Agents or Employees of the Supplier for any goods for a particular purpose and all such advice is at the Customer's risk.



## **9. Supplier Claims**

- 9.1. All claims made by the Customer against the Supplier must be made in writing within fourteen (14) days from the date of delivery.
- 9.2. The supplier will not be under obligation to accept goods returned by the customer and will do so only on the terms to be agreed in writing in each case and in particular all goods.
- 9.3. A handling/restocking fee will be determined by the Supplier and will be charged for all goods accepted by the Supplier for return. Fees will be deducted from the credit amount permissible.

## **10. Title**

- 10.1. Until full payment for the goods has been made, the Customer acknowledges and agrees that the ownership of the goods shall remain with the Supplier.

## **11. Acceptance**

- 11.1. The customer acknowledges and accepts when confirming an order with Eagles Plumbing Plus either written or verbal, the customer hereby accepts the Terms and Conditions of Sale of Eagles Plumbing Plus.