



TERMS & CONDITIONS

1.0 INTRODUCTION

1.1 Stonebaths is an online supplier of stone baths, basins and tapware to Australia and New Zealand.

1.2 These Standard Terms & Conditions are applicable to all products supplied by Stonebaths and therefore once the quotation is accepted, these Standard Terms & Conditions apply and are agreed to by the Customer.

1.3 A copy of Stonebaths current Standard Terms & Conditions is displayed on the Stonebaths website. Stonebaths may change these Standard Terms & Conditions by changing or removing existing terms or adding new ones. It is the Customer's responsibility to check these Standard Terms & Conditions regularly for any modifications or updates.

2.0 WARRANTY

2.1 Stonebaths Baths and basins are warranted for 10 years and tapware for 7 ½ years provided that the goods are installed in its original place and are not resold separately.

2.2 This warranty excludes seals and /or washers, damage caused by neglect, improper or inadequate care, wilful or accidental damage, abnormal conditions, incorrect modification or repair, inappropriate use for which it isn't designed and deterioration through normal wear and tear and where not installed by an industry qualified tradesperson.

2.3 In addition this warranty does not cover the use of the flexible hoses which are supplied with the bath as these are not Australian or New Zealand certified.

3.0 QUOTATIONS

3.1 Quotations are valid for 30 days

3.2 Stonebaths reserve the right to re-price an expired quotation if the Customer wants to proceed with the original quotation.

3.3 Should there be any changes to the specification, quantities or delivery destination, a revision to the quotation or invoice will be required, as prices and delivery may be affected.

3.4 Although this is an estimate, Stonebaths commit to maintaining these prices subject only to recovery of additional costs incurred by us due to manufacturers' increases and/or movement in foreign exchange rate from the date of the original quotation in whichcase Stonebaths reserve the right to retender the quotation.

3.5 Once the Customer confirms the quotation with Stonebaths, then the quotation is fixed and foreign exchange rate fluctuation and increased manufacturers' costs risk rests with Stonebaths excluding Customers revisions outlined but not limited to clause 3.3.

4.0 PAYMENT

4.1 All prices are quoted in the local currency including GST

4.2 Payment is to be made to Stonebaths bank account supplied

4.3 Credit card payments will attract a fee – available in New Zealand only

4.4 For indent orders:

(a) A 40% deposit is required on receipt of the invoice. Please note the Customers order will **NOT** be ordered from the manufacturer until the deposit is paid.

(b) The balance of payment is required as soon as the Customer's product is within one week of arriving in country.

4.5 For retail orders, full payment is required on receipt of the invoice.

4.6 Stonebaths reserve the right to charge storage on goods that remain unpaid. However if paid in full, Stonebaths will store Customer's goods for up to a period of 3 months free of charge.

4.7 Unless agreed otherwise, all goods will be paid for in full, prior to despatch or collection.

5.0 INDENT ORDERS

5.1 Indent orders have a delivery lead time of between 10-12 weeks from the date that the deposit is received.

5.2 Refer to Clause 4.4 a. & 4.4 b. for indent payment requirements

5.3 If Stonebaths are unable to deliver the indented goods within the time frame referred to in clause 5.1, then Stonebaths will be permitted a further 4 weeks to complete the order with no cancellation. If there are further delays experienced, the Customer has the right of cancellation and a full refund subject to final confirmation by Stonebaths Directors.

5.4 In the event we are unable to complete the Customers indented or retail order due to circumstances beyond Stonebaths control, Stonebaths may cancel the Customer's order with written notice and either refund the Customer fully or replace it with another product of the Customer's choice.

6.0 DELIVERIES & WAREHOUSE COLLECTIONS

6.1 Transport deliveries are contracted out to a 3rd party contractor which provides deliveries on a warehouse to kerb basis.

6.2 Unless a forklift is on the delivery site, a tail-lift truck will be used in the case of delivering heavy objects over 50kgs and the additional cost of this will be included in the freight. Items up to 35kg can be handled by the driver if the size permits. After that the driver will need assistance. Two people can carry up to 50kgs which can include the driver and the receiver.

6.3 It is the Customer's responsibility to supply the correct and full address. Failure to do so, may result in additional charges which the Customer will be required to pay prior to the goods being despatched again.

6.4 Unless it has already been included within the invoice, split deliveries resulting in two or more separate deliveries will incur additional transport charges which are required to be paid prior to despatch.

6.5 If you require delivery to an unattended location or building site, the Customer must instruct Stonebaths in writing. Goods will be left at the Customers sole risk. Stonebaths shall not be responsible for any claims, damages, costs, or expenses arising or resulting there from including any claim that the goods were not delivered. The contractor is not permitted to deliver to inside a building.

6.6 All goods delivered to the Customers premises must be inspected within 48 hours of receipt of the delivery docket.

6.7 If required Stonebaths offer an additional service of onsite delivery services at an extra cost ie carrying bath upstairs to location

6.8 Stonebaths will not be responsible for any failure to fulfil any or part of any such order, nor entitle the Customer to cancel or vary any such order. Stonebaths will not be held liable whatsoever for any loss, consequential damages or compensation arising from a delayed or cancelled order. All expenses relating to delivery, insurance, transit or storage of goods after delivery to the Customer will be at the Customer's cost.

6.9 Stonebaths may stop goods in transit whether or not delivery has been made if the Customer is in default at any time.

6.10 Delivered goods may not be returned unless defective or damaged in transit.

6.11 The Customer or the Customer appointed Transport Company can pick-up the Customer's goods from Stonebaths Sydney or Auckland warehouses only if required. In exceptional circumstances we will permit pickup from our other warehouses dependant on availability etc

6.12 24 hours notice is required prior to Customer pickup. Any urgent pick up may result in additional charges.

6.13 The warehouse will assist with loading the goods, but it is the Customer's sole responsibility to secure the goods for transport. Once the goods have been loaded, then the transport and handling thereafter is entirely at the Customers risk.

7.0 DIMENSIONS & DESCRIPTIONS

7.1 Stonebaths and its affiliates attempt to be as accurate as possible in regards to the description and dimensions of the goods. However, Stonebaths does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Stonebaths itself is not as described, the Customer's sole remedy is to return it in unused condition.

7.2 The Customer is entirely responsible for ensuring the goods purchased are fit for purpose in terms of shape, size and colour and agrees to same once the Customer order is confirmed.

8.0 CANCELLATIONS / RETURNS

8.1 If the goods sold are a normal stock item and the order is cancelled before despatch, a full refund will be paid to your bank account subject to final approval by Stonebaths Directors.

8.2 If the goods are a normally stocked item and in transit from the manufacturer, a full refund will be made to your bank account subject to final approval by Stonebaths Directors.

8.3 Custom made goods or special orders may not be returned and refunded unless at Stonebaths Director's discretion.

8.4 If approved by Stonebaths Directors, goods that have already been delivered to the Customer may be subject to a 20% restocking fee prior to return to the warehouse plus other associated costs.

9.0 INSURANCE / CLAIMS

9.1 All goods delivered to the Customer's premises must be inspected within 48 hours of receipt of the delivery docket.

9.2 If any damage is noted, the Customer must notify Stonebaths within 48 hours of delivery and in writing within 72 hours of delivery providing proof of damage and images to info@stonebaths.com.au (Australia) or info@stonebaths.co.nz (New Zealand).

9.3 Claims will not be accepted by Stonebaths after 48 hours of receipt of the delivery docket.

9.4 Claims may be subject to inspection and if requested must be returned in their original packaging.

10.0 ENFORCEMENT

10.1 If an event of default occurs or is continuing, Stonebaths may immediately enforce these Terms. Without limitation this includes:

- (a) retaking possession of any goods not paid for by the Customer;
- (b) suspending delivery of any goods on order and/or refusing to process any unfulfilled order.
- (c) enforcing any security interest.

(d) requiring payment of any proceeds held by the Customer in a separate account or otherwise.

(e) appointing a receiver and manager of any of the Customer's real or personal property. The Customer agrees that any such receiver and manager has the powers conferred by the appropriate Act.

The powers exercisable by Stonebaths are those given by these Terms including by statute, at law or in equity.

10.2 In the event that the Customer has not been paid for the sale of Stonebath's goods by any of its own customers, at Stonebath's option, Stonebaths may in addition to the powers in Australian or New Zealand legislation, collect that account on giving, to that customer, notice in writing to that effect. Stonebaths will be entitled to issue proceedings in the Customer's name against its customer for recovery of that account for Stonebath's benefit. The Customer appoints Stonebaths as its attorney for that purpose. The Customer indemnifies Stonebaths in respect of any such action and proceedings. For the purposes of this clause, the Customer must keep proper records and accounts in respect of such unpaid sales, including the dates of sale, price, amount and identity of such customer and Stonebath's goods.

10.3 Stonebaths may in its discretion despite Australian or New Zealand legislation apply any moneys received in respect of any PMSI obligations of the Customer on a pro rata basis.

10.4 In the event that the Customer has not been paid for the sale of Stonebath's goods, The Customer irrevocably authorises Stonebaths and any of its lawful agents, at any reasonable time, to enter the Customer's premises or any premises occupied by the Customer or its agents and re-take any goods and then to re-sell those goods and retain the proceeds of the sale without prejudice to Stonebath's rights to claim the balance of all moneys due. The Customer indemnifies Stonebaths in respect of any such entry. The provisions of this clause survive the termination of any security agreement that arises in respect of these Terms.

10.5 The Customer will pay Stonebaths for its expenses, including mercantile agent's fees and any fees and commission paid to mercantile agents engaged by Stonebaths in relation to the actual or contemplated enforcement of the supply agreement including legal costs and expenses on a full indemnity basis.

11.0 DISPUTES

11.1 If a dispute arises in connection with the supply of any goods or otherwise, the Customer agrees to pay Stonebaths as a condition of any dispute the amount of any disputed invoice. Such invoiced amount is to be held by Stonebaths in an interest bearing deposit account until resolution of the dispute. To the extent permitted by law, until complied with, the obligation to pay the invoiced amount shall operate as an absolute bar to any defence, claim or action by the Customer.

12.0 RISK & TITLE

12.1 Risk in any goods passes to the Customer on delivery.

12.2 Title remains with Stonebaths until the Customer has paid Stonebaths for all goods supplied in full and in cleared funds. Until title passes to the Customer, the Customer will hold them on trust and as bailee for Stonebaths.

13.0 FORCE MAJEURE

13.1 Stonebaths is not liable for any delay or failure to perform any obligation in the Customer's favour arising as a result of any event beyond Stonebaths control.

14.0 GOVERNING LAW

14.1 These terms are governed by the Laws of Victoria for Australia and New Zealand subject to the country the purchase has been made in. The Customer submits to the non-exclusive jurisdiction of any New Zealand court and waives any rights to claim that courts there are an inconvenient forum.

15.0 EXCLUSION OF IMPLIED TERMS

15.1 To the extent permitted by law, Stonebaths excludes all conditions, warranties, terms and consumer guarantees implied by law (including New Zealand or Australian Consumer Law) arising in connection with a supply of goods or services. To the extent permitted by law, Stonebaths limits its liability in its discretion to replacing the goods or supplying equivalent goods, or, in the case of services, by supplying the services again. The Customer will rely entirely on its own knowledge, skill and judgment in selecting goods which it orders from Stonebaths from time to time.

16.0 LIMITATION OF LIABILITY

16.1 To the extent permitted by law, Stonebaths excludes any liability in contract, tort (including negligence) or otherwise, in connection with the supply of goods and services for any indirect damages or losses, or for any special, punitive or exemplary damages. This includes any liability for a claim that the goods are not fit for a particular purpose, except where the goods are consumer goods or services in which case Stonebath's liability is limited as under clause 16.

17.0 SECURITY AGREEMENT

17.1 The Customer agrees that these Terms, including any order and invoice covering any goods ordered by the Customer, constitute a security agreement for the purposes of the PPSA.

18.0 CONSENT

18.1 The Customer agrees that Stonebaths may, subject to the Privacy Act, disclose commercial credit-related information of the Customer, or in the case of a Company, of the proprietors of the Customer, to credit reporting bodies for the purposes of assessing credit worthiness and providing the credit to the Customer. The Customer consents to the collection of commercial credit-related information about the Customer, from credit reporting bodies and other sources in accordance with the Stonebaths Privacy (Credit Information) Policy, located on its website. The Customer also agrees that Stonebaths may use personal information other than commercial-credit related information for direct marketing.

19.0 PRIVACY

19.1 Stonebaths warrant that all Customer details shall remain confidential to Stonebaths unless required for delivery purposes or instructed by law.

20.0 GENERAL

20.1 The Customer will advise Stonebaths in writing, if it changes its name, its structure or officers or management, its registered office, become a trustee of any trust or if the constitution of any partnership of which it is a member changes.

20.2 Any certificate signed by Stonebaths, any director or any person authorised by Stonebaths as to the amount due and payable by the Customer or as to the delivery of goods is conclusive evidence of such matters as at the date of any such certificate unless proven wrong.

20.3 If any provision of these Terms is unenforceable for any reason, it will not invalidate any other provision which will remain in full force and effect despite that invalidity.

20.4 These Terms contain the entire agreement in respect of the supply of goods or services to the Customer.

20.5 Stonebaths may at any time set off any amount Stonebaths owes the Customer against any amount payable by the Customer to Stonebaths whether or not the amount owed to Stonebaths is due and payable or actually or contingently payable by the Customer.