



## **Standard Terms and Conditions of Sale – August 2020**

1. Definitions.

In these terms and conditions, “company” means Dalto Pty Ltd ABN 64 081 087 149 trading as “Windsor Baths”, “Customer” means the person, Company, Organisation or Partnership purchasing from the company.

2. Precedence.

In the event of conflict or inconsistency between these conditions of sale and any of the customer’s enquiries, specifications or order than these conditions of sale shall prevail.

3. Variation of conditions

No terms, provisions or condition at variance with those set out herein shall be effective in any way unless and until specifically accepted by the company in writing.

4. Prices

- a. Unless otherwise stated, our recommended standard price lists are subject to variation without notice and all orders are entered at the condition that they will be invoiced at prices ruling at the day of despatch.
- b. Written quotations are valid for 30 days from the date of quotation. Thereafter they are subject to confirmation.
- c. The price and delivery periods are based on the quantities offered by the company. The company reserves the right to requote should the quantities offered by the buyer differ from the quantities offered by the company. GST inclusive prices will be quoted unless requested otherwise.

5. Goods and services tax

10% GST will be charged on all taxable supplies invoiced in Australia

6. Customer verbal instructions

The company shall not be held liable for errors or omissions arising from an oversight or a customer’s verbal instruction.

7. Cancellation of orders

Orders can not be cancelled except by arrangement and then only on terms which indemnify us against loss. Any cancellations have to be in writing and for standard product a restocking fee of 10% will apply. Products modified at customers request can not be cancelled under any circumstances.

8. Freight

- a. All goods are deemed to be delivered and risk passes when the goods are handed over to a carrier or pick up at our premises, irrespective of whether that carrier was chosen by the company or nominated by the customer.
- b. Freight will be charged and will be payable by the customer and added to the invoice unless the customer organises their own freight arrangement at their expense.

- c. The customer indemnifies the company for all costs associated with the freight, including but not limited to, the freight charges.
  - d. When using our freight provider, the customer agrees we pass on their details to the freight contractor for purpose of the delivery of the freight only.
- 9. Insurance.  
In the absence of definite instructions from the customer, insurance cover will not be arranged.
- 10. Payment.  
Our payment terms are full payment of the total amount prior to the shipment of the goods.
- 11. Title of the goods  
Property and title of goods supplied shall remain with the company until they have been fully paid for by the customer.
- 12. Warranty.
  - a. All goods supplied by the company or its principals are guaranteed against faulty workmanship materials or design for a period determined by the manufacturer/company's warranty commencing from the date of despatch after which liability on the company's part ceases. Except as may otherwise be provided by law, our liability for any loss, injury, or damage attributable thereto shall be limited to making good by exchange or repair of defects which appear therein under proper use provided that such defective parts be returned free into the company's store or by issues of a full credit of the purchase price.
  - b. Our warranty does not cover improper maintenance, abuse/misuse of the product and any affects from/by the installation of the product.
  - c. Product modifications not authorised in writing by the company will lead to the warranty being void.
- 13. Liability.  
Except as may otherwise be provided by law the company shall not be liable for any loss of profits or any other consequential loss or damage suffered by the purchaser in consequence of any defect in workmanship material or design of the goods or installation of the goods.
- 14. Force majeure  
In the event of any happening beyond the company shall be entitled to suspend delivery or to extend the delivery time of the equipment/goods concerned by the duration of such conditions and in the event of such conditions and in the event of such suspensions or extensions, we shall not be liable.
- 15. Product Alterations  
Dalto Pty Ltd (T/A Windsor Baths) and its suppliers have the right to alter goods, including those on order, if the alteration can be done without changing the technical specifications already agreed upon. This includes any firmware updates which do not materially change the specification at the time of purchase. These alterations are and can not be considered defects.