

TERMS AND CONDITIONS OF SALE

(RETAIL)

1. **APPLICATION**
 - 1.1. These Terms only apply to all sales of Goods to customers.
 - 1.2. No amendment, alteration, waiver or cancellation of these Terms is binding on Kleenmaid unless Kleenmaid confirms it or them in writing.
2. **PRICES**
Unless specified otherwise by Kleenmaid in writing, prices do not include delivery charges or installation.
3. **GST**
All prices include GST.
4. **TERMS OF PAYMENT**
 - 4.1. Payment must be made directly to Kleenmaid in full without set-off, deduction or discount other than as stated in the relevant Order, invoice or statement.
 - 4.2. Payment must be made in cash or cleared funds on receipt of Order.
 - 4.3. If the Order relates to more than one item with different delivery dates then the provision of clause 4.2 apply to each item.
5. **DEPOSIT**
If You pay a deposit of not less than 25% of the full purchase price for the Goods in the Order then:
 - 5.1. purchase of the Goods for the price stated in the Order will be held firm by Kleenmaid but only if you pay the balance of the purchase price for the Goods in full within 30 days of the Order; and
 - 5.2. if you do not pay the balance of the purchase price for the Goods in full within 30 days of the Order then:
 - 5.2.1. neither the availability of the Goods nor the purchase price stated in the Order will be held firm; and
 - 5.2.2. You will, on request, be entitled to a refund of the amount of the deposit paid by You less an administration charge equivalent to 1.5% of the total purchase stated in the Order.
6. **STORAGE**
Kleenmaid will only hold ordered Goods which have been paid for in full for a maximum of thirty (30) days. If You wish Kleenmaid to store any such Goods for longer than thirty (30) days then you must also pay Kleenmaid's storage charge after thirty (30) days. Kleenmaid will invoice the storage charge on a monthly basis. The storage charge will be payable by You in addition to the purchase price for the Goods.
7. **DELIVERY**
 - 7.1. Delivery and availability dates are estimates only, but Kleenmaid will use its best reasonable endeavors to maintain the estimated date of delivery.
 - 7.2. Delivery does not include installation of the Goods.
 - 7.3. Delivery does not include removal or disposal of any appliances that the Goods replace. You will be responsible for any such removal and disposal.
 - 7.4. Kleenmaid will notify You of the applicable delivery charge payable by You in addition to the purchase price.
 - 7.5. If the Order relates to more than one item, Kleenmaid reserve the right to deliver the Goods by installments.
 - 7.6. Any failure on Kleenmaid's part to deliver an instalment of Goods within any specified time does not entitle You to repudiate the Contract with regard to the remaining undelivered Goods.
8. **OWNERSHIP AND RISK**
 - 8.1. Ownership of the Goods remains with Kleenmaid until the purchase price has been paid in full.
 - 8.2. You do not have title to the Goods until You pay for them in full.
 - 8.3. Risk of loss or damage of the Goods passes to You on delivery.
9. **INSPECTION AND RETURN**
 - 9.1. If any of the Goods are faulty or damaged on delivery, You must notify Kleenmaid within 48 hours of delivery otherwise You will be deemed to have accepted the Goods in good order and condition.
 - 9.2. No claims for damaged Goods will be considered by Kleenmaid after a period of 48 hours from delivery.
 - 9.3. Goods which are not in good order or condition on delivery can only be returned to Kleenmaid if:
 - 9.3.1. they are accompanied by, or are in their original packaging; and
 - 9.3.2. prior written return authorisation has been obtained from Kleenmaid.
10. **NO CANCELLATION OF ORDERS**
You agree that:
 - 10.1. You cannot cancel, modify or defer any Order; and
 - 10.2. Kleenmaid will not allow a credit or return of the Goods.
11. **WARRANTIES AND GUARANTEES**
 - 11.1. For the period stated in the Kleenmaid Warranty, Kleenmaid warrants that:
 - 11.1.1. the Goods will be supplied in an undamaged condition; and
 - 11.1.2. the Goods will be free from defective materials and workmanship.
 - 11.2. Subject to clause 9, if You discover any defect in the Goods or a wrong delivery has occurred, You must immediately notify Kleenmaid in writing of the defect or incorrect delivery. You must not carry out any remedial work to the Goods that are alleged to be defective without first obtaining Kleenmaid's written consent to do so otherwise all Kleenmaid warranties will be voided.
 - 11.3. Kleenmaid also grants the warranties against defects, faulty workmanship and parts on the terms and conditions stated in the Kleenmaid Warranty.
 - 11.4. All warranties are void if the Goods have not been installed by a licensed or properly qualified tradesperson such as a licensed plumber, electrician or gas fitter.
 - 11.5. Except for the consumer guarantees imposed by the Act, the provision of any other act or law implying terms, conditions, guarantees and/or warranties which might otherwise apply to or arise out of the Contract in relation to the Goods are hereby expressly negated and excluded to the full extent permitted by law.
- 11.6. You expressly acknowledge and agree that You have not relied on, and Kleenmaid is not liable for any advice given by Kleenmaid, Kleenmaid's servants, agents, representatives or employees in relation to the suitability of the Goods for any purposes.
12. **PERSONAL INFORMATION**
Kleenmaid may disclose certain Personal Information about you to its agents and authorised representatives who provide Kleenmaid warranty services for the purpose of provision of those services.
13. **COMPANY'S LIABILITY LIMITED**
 - 13.1. You acknowledge and agree that:
 - 13.1.1. none of Kleenmaid's employees, representatives or agents may make, and You have not relied on any representation, warranty or promise in relation to the Goods other than as contained in these Terms;
 - 13.1.2. You have determined that the Goods are fit for the purpose for which you require them; and
 - 13.1.3. You have not relied on Kleenmaid's skill and judgment in selecting the Goods.
 - 13.2. Kleenmaid is not subject to, and You release Kleenmaid from any liability (including but not limited to Consequential Loss and Damage) arising from any delay in delivery or defect or fault in the Goods to the full extent permitted by law.
 - 13.3. If, despite clause 13.2, the statutory provisions under the *Competition and Consumer Act 2010* (Cth), the *Sale of Goods Act 1923* (NSW) or any other act or the general law impose on Kleenmaid a liability for a defect or fault in the Goods then, to the extent to which Kleenmaid is entitled to do so, Kleenmaid's liability under the statutory provisions is limited, at Kleenmaid's option, to
 - 13.3.1. replacement or repair of the Goods; or
 - 13.3.2. supply of equivalent Goods,
and in any case:
 - 13.3.3. Kleenmaid will not be liable for any Consequential Loss or Damage or any other loss or damage; and
 - 13.3.4. Kleenmaid's total liability to You is limited to the invoice value of the Goods.
14. **CATALOGUES AND TECHNICAL DOCUMENTS**
 - 14.1. Particulars in leaflets, catalogues, drawings, brochures and other printed material are illustrations only, form no part of the Contract and are not binding on Kleenmaid.
 - 14.2. You acknowledge and agree that:
 - 14.2.1. all technical data supplied by Kleenmaid in relation to the Goods are approximates only unless Kleenmaid advises otherwise; and
 - 14.2.2. You are satisfied from Your own enquiries that the specifications of the Goods are correct and appropriate for the purpose for which You require them.
15. **FORCE MAJEURE**
Kleenmaid will not be liable for any breach of contract due to any matter or thing beyond Kleenmaid's reasonable control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention of public authority, explosion or accident).
16. **WAIVER OF BREACH**
No failure by Kleenmaid to insist on the strict performance by You of any of the terms in these Terms is a waiver of any right or remedy which Kleenmaid may have, and is not a waiver of any subsequent breach or default by You.
17. **NO ASSIGNMENT**
Neither the Contract nor any rights arising under the Contract may be assigned by You without Kleenmaid's prior written consent which is at Kleenmaid's absolute discretion.
18. **SEVERABILITY**
If a court decides that any the provisions contained in these Terms is unlawful, invalid or unenforceable then the validity and enforceability of the remaining provisions are not affected.
19. **GOVERNING LAW**
The Contract is subject to the law of the State of New South Wales.
20. **DEFINITIONS**
In these terms and conditions of sale:
 - 20.1. "Act" means the *Competition and Consumer Act 2010* (Cth).
 - 20.2. "Consequential Loss or Damages" means any loss of profits, revenue, use or opportunity, re-installation costs, removal costs and any remote, incidental or indirect loss and any exemplary or punitive damages.
 - 20.3. "Contract" means the agreement between the Kleenmaid and You for the sale and purchase of Goods.
 - 20.4. "Goods" means all goods sold by Kleenmaid.
 - 20.5. "GST" means the Goods and Services Tax imposed by A New Tax System (Goods & Services Tax) Act 1999 (Cth) and any related act and/or regulations.
 - 20.6. "Kleenmaid" means Compass Capital Services Pty Limited ABN 96 138 245 525 trading as Kleenmaid.
 - 20.7. "Kleenmaid Warranty" means the warranties against defects provided by Kleenmaid in its user manual which accompanies the Goods on delivery.
 - 20.8. "Order" means the order provided by You to Kleenmaid for the purchase of the Goods.
 - 20.9. "Personal Information" has the same meaning as in the *Privacy Act 1988* (Cth).
 - 20.10. "Terms" means these terms and conditions of sale.
 - 20.11. "You" means the person or entity whose name and address appears on the Order as the purchaser of the Goods.