

FALMEC TERMS & CONDITIONS OF SALE

Effective from November 2016

falmec

1. AGREEMENT

1.1 An agreement is made between PRK&WS and the customer for the purchase of the product/s as specified in an order ("agreement") if and when PRK&WS issue an order confirmation to the customer in respect of that order.

2. PRICE

2.1 The price payable by the customer to PRK&WS for the product/s is the price specified in the order confirmation.

3. PAYMENT

3.1 For all Falmec orders, 25% of the price is payable as a security payment upon submission of the order by the customer. This does not apply to Falmec special-order product which require a 50% non-refundable security deposit.

3.2 All Falmec orders must be paid for in full within 3 months of the order being placed and orders must be shipped within 6 months of the order being placed.

4. CANCELLATION & RESTOCKING

4.1 If a customer cancels an order before the product ships from PRK&WS for Falmec Professional Series product, no cancellation fee will be charged.

4.2 If a customer cancels an order for a Falmec special-order product before the product ships from PRK&WS, the order will be cancelled and the 50% non-refundable security deposit will be retained by PRK&WS.

4.3 If a customer cancels an order after the product ships from PRK&WS for any Falmec product, the following apply:

- The customer is responsible for returning the goods to PRK&WS and the customer will be charged a 25% restocking fee (50% for special-order Falmec product).
- The customer's refund will be processed upon receipt of the return stock and confirmation that the stock is in "as new" condition.
- The customer's refund will be reduced by the cost of repair or replacement for damaged product or product that is not in "as new" condition.
- The customer acknowledges that the restocking fee charged represents the costs incurred by PRK&WS in accepting and restocking the returned product.

4.4 PRK&WS will not impose a cancellation or restocking fee where the product has been sent in error.

4.5 If a customer is swapping products, the following apply:

- The customer is responsible for returning the goods to PRK&WS and no restocking fee is charged.
- Upon receipt of the return stock and confirmation that the stock is in "as new" condition, the replacement product will be sent out.
- The customer will be charged the cost of repair or replacement for damaged product or product that is not in "as new" condition.

5. DELIVERY

5.1 Where contracted with the retailer and within PRK&WS's home delivery area, PRK&WS will deliver the customer's product to the customer's home address or other address specified by the customer.

5.2 The customer must be present to accept deliveries which are delivered per clause 5.1.

5.3 All deliveries which are not per clause 5.1 will be delivered to the store where the purchase has been made.

5.4 PRK&WS will use reasonable commercial endeavours to deliver the product/s on or about the delivery date. If PRK&WS is unable to deliver the product/s (by reason of inventory shortage, transportation difficulties or otherwise), it will use reasonable commercial endeavours to do so within a reasonable period after the delivery date.

5.5 PRK&WS will deliver the product/s at a time arranged by PRK&WS and the customer ("delivery time"). In the event that the customer is not present to accept delivery at the nominated delivery time, the customer will be liable to pay PRK&WS a fee to have the product/s re-delivered at a new delivery time/date, as arranged by PRK&WS and the customer. This re-delivery fee is payable by the customer prior to PRK&WS re-delivering the product/s at the new nominated delivery time/date.

6. OWNERSHIP AND RISK

6.1 PRK&WS remains the owner of the product/s until the price is paid in full to PRK&WS and the products have been delivered to the customer.

6.2 Notwithstanding clauses 6.1, the risk of loss of or damage to the product/s passes to the customer upon delivery. After delivery, the customer is responsible for storing the product/s prior to any installation and is liable for any loss or damage which occurs during such storage.

7. MAKING A WARRANTY CLAIM

7.1 Conduct a basic check of the product i.e. to establish if it is appropriately connected. It is also a good idea to check the Falmec user manual. If the problem persists follow our simple claims process:

1. Notify PRK&WS Service at 03 9700 9100 or e-mail: service@prks.com.au
2. Provide and make available the warranty card or a copy of the purchase receipt to show that the warranty applies to the product at the date of the claim.

Please note that PRK&WS may engage other persons or parties to assist it in fulfilling its obligations. We always try to complete repairs in the shortest amount of time possible.

7.2 Details of Falmec warranty conditions are available at www.falmec.com.au or by calling PRK&WS Service at 03 9700 9100.

8. SERVICE & SPARE PARTS

8.1 While PRK&WS will use reasonable commercial endeavours to have all necessary spare parts available for the purpose of repair or service, PRK&WS is not liable for delays due to sourcing of unusual parts which are required, or due to circumstances beyond the control of PRK&WS.

8.2 PRK&WS has a policy of assuring the availability of spare parts and service for all PRK&WS products for a period of not less than five (5) years following the cessation of production of the applicable product. After this period, availability of spare parts and service will depend upon the particular PRK&WS product. Please contact PRK&WS for more details in relation to availability of spare parts and service.

9. COMPLAINTS / CUSTOMER CARE

9.1 We take our customer service seriously and want to hear about any problems that you may have had or the level of service you have been provided. To notify us of these issues, please collect all the relevant information on your query and direct it to: service@prks.com.au

10. PRIVACY

10.1 PRK&WS will collect and deal with the customer's personal information (including name, address, telephone contact or personal details) in accordance with the Privacy Act 1988 (Cth).

10.2 PRK&WS may disclose personal information to its related companies and to organisations which provide services (including delivery services) to PRK&WS or which assist PRK&WS in providing services (including repair / warranty services) to its customers.

11. GOVERNING LAW

11.1 This agreement is subject to the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.

12. DEFINITIONS

'Customer' means the person or entity whose name and address appears on the order as the purchaser of the product/s.

'PRK&WS' means PR Kitchen and Washroom Systems Pty Ltd
ACN 138 663 279 ABN 80 138 663 279 of
83 Bangholme Road Dandenong South VIC 3175

'Product/s' means the PRK&WS products referred to in the order.