

## **DELIVERY:**

- a) Orders above the value of \$250 in vic metro areas F.I.S (Melb. Metro depots included)
- b) Orders under \$250 will incur a surcharge of \$30
- c) Any Orders that require delivery outside Metro Melbourne (including Geelong) will incur freight charges. Either to be organised by UHP or customer
- d) Delivery to a building site address within Melbourne will incur a fee of \$50 per delivery
- e) If an extra person is required to accompany the driver to assist and unload 'bulky' items on site will be \$50 per hour (Above prices exclude GST)
- f) The company shall endeavour to effect delivery at the time requested by the buyer but failure to do so, shall not confer a right cancellation or refusal of delivery on the buyer or render the company liable for any damages directly or indirectly sustained by the buyer as a result thereof.
- g) The risk in the products shall pass to the buyer upon delivery to the buyer or its agent or to a carrier nominated by the buyer.
- h) The company shall retain all back orders and deliver as soon as goods become available, unless otherwise stated by the buyer.

## **SERVICE CALLS:**

In the event of a service call being required and it is found that;

- a) The product is not of the company's manufacture
- b) If faulty installation has occurred.
- c) Out of warranty date
- d) General use wear and tear

Then a service fee of a minimum of \$150 will be charged, additional charges may apply and may vary depending on nature of work to be performed. Starting at \$60 per hour plus parts.

## **INSPECTION OF GOODS DELIVERED:**

The buyer shall examine the products after delivery and the company shall not be responsible for any mis-delivery, shortage, defect or damage to the product unless the buyer notifies the company thereof within seven (7) days after the date of delivery.

## **RETENTION OF TITLE:**

The title of goods shall remain with the company until payment in full has been received by the company and discharged any and all other indebtedness to the company on any account whatsoever including all applicable GST and other taxes, levies and duties.

## **LIABILITY:**

The company shall not be liable or responsible to any loss, damage, injury to property or persons resulting from supply of defective goods and until its established to the satisfaction of the company that goods are defective due to a fault in manufacture or materials, the company liability (if any) shall to the extent permitted by trade practices act, 1974 be limited in the absolute discretion of the company and discharged by one of the following;

- a) The replacement of the goods or supply of equivalent products
- b) The repair of the product
- c) A price reduction by way of credit to the account

## **SERVICE OF DOCUMENTS:**

- a) The buyer agrees that service of any notices or court documents may be affected by forwarding same by prepaid post or facsimile to the last known address of the buyer.
- b) A written statement of debt duly signed by an authorised employee of the company shall be prima facie evidence and proof of the amount of indebtedness by the customer to the company at that time. Due to our policy on providing the market with the best product we can provide we reserve the right to change product design or sizing without notice.