

The Cabinet Shop Terms and Conditions

Standard Inclusions

Benchtops:

33mm Laminated HMR. - 180° / 90° / 10-10 / Square Profile

38mm Egger Range

Laminex, Polytec, Wilsonart, Formica. Full range of colours (excl. *Innovations Squareform & High Definition* ranges)

Optional upgrades available: Essastone, Caesarstone, Others by request.

Doors & Panels:

16mm Colourboard with 1mm PVC edgetape Bulkheads: Handles: Kickboards: Laminex, Polytec, Wilsonart, Formica. Full Door Board range & colours incl Sheen/Silk Finish Optional upgrades available: 18mm Gloss with 1mm ABS Edge, 2 Pac Paint

Bulkheads:

Unless advised otherwise in writing, will always be matching Colourboard finished 10mm – 30mm below the ceiling, ready for cornice by others.

Handles:

As per Handle Board Display of 15 Handles to choose from.

Options Available

Kickboards:

Constructed from matching Door material. Adjustable plastic legs

Optional upgrades available: Brushed Aluminium, Ladder frames

Corner Cupboard:

Support wheel to door, Bi-fold cranked hinges with full adjustment.

Options Available: Hafele Lemans swing out shelves, Lazy Susan Carousel, Blum Tandembox corner drawers

Accessories:

1 x Standard Cutlery Insert

Optional upgrades available: Cuscio Inserts, Blum Orgaline Stainless Steel Inserts

Cupboard Carcasses:

16mm White Moisture Resistant Aquaboard 1mm PVC Edge Tape using PUR adhesive
Mortise and Tenon Construction

One Adjustable Shelf 16mm thick solid backs

Bump Ons to all doors and Drawers

Drawers:

HAFELE "Innobox" White epoxy coated Metal Sides & Runners

Optional upgrades available: Hafele "Alto" Soft Close Drawer System, Hafele Nova Pro. Lifetime Guarantee

Hinges:

Salice series 200 - 110° Full Metal self-closing concealed with soft close

Salice Series 200 - 180° Concealed Hinge

D V Bloomer Pty Ltd ATF The Bloomer Family Trust
ABN 40 639 033 030 trading as “The Cabinet Shop” [hereinafter referred to as “the Company”]

Terms & Conditions of Sale for the Supply of Kitchens and Other Goods to Customers [hereinafter referred to as “Terms”, “Goods” and “the Customer”]

1. Price and Payment

- 1.1 Unless otherwise agreed in writing prices exclude the cost of appliances and electrical, plumbing and other similar services. Rangehoods will be installed at rates to be agreed with the Customer. The Company recommends that all appliances are installed by licensed trades' persons.
- 1.2 Estimates are not quotations and are subject to change. Quotations are based on costs at the time of quotation and are subject to change if the Customer does not accept the quotation within the period specified in the quotation or within 30 days if no period is shown.
- 1.3 Unless otherwise specified in the Company's quotation the Customer is responsible for all delivery costs.
- 1.4 Design drawings can be provided on request. However, if the Customer does not accept the Company's quotation or cancels the order the Company reserves the right to charge the Customer with the design costs and other expenses incurred on the Customer's behalf.
- 1.5 The Company reserves the right to increase prices if the Customer requests changes to quantities, specifications and any other variations or fails to provide the Company with clear or adequate instructions or information.
- 1.6 Price estimates for all “bought-in” Goods are indicative and subject to revision on arrival.
- 1.7 Payment shall only occur when cleared funds from the Customer have been received by the Company for all amounts outstanding.
- 1.8 Unless agreed otherwise by the Company in advance, Goods shall be invoiced to the Customer in full (or in part for partial delivery) immediately the Goods are collected by or dispatched to the Customer, or to the Customer's agent, or upon the Company advising the Customer that the Goods are available for collection or dispatch.
- 1.9 The Company can demand immediate payment of any or all amounts owed if the Customer becomes insolvent or is in danger of becoming insolvent.

2 Customer and Acceptance.

- 2.1 The Customer will be liable for all costs incurred by the Company in the event of cancellation.
- 2.2 The Customer agrees that in the event of any dispute concerning an order that the internal records of the Company will be prima facie evidence of what was ordered.
- 2.3 The Customer shall give the Company at least 14 days prior notice of any change of ownership of the premises where the Company is undertaking work and/or delivering kitchens and/or Goods and to any change in the Customer's name and contact details.

3. Delivery, Defects, Storage and Site Safety

- 3.1 Delivery of Goods takes place when the Customer collects the Goods from the Company's premises.
- 3.2 All flat pack items and hardware must be checked for correct quantities/discrepancies before installation or within 7 days of delivery. Claims for defects and similar matters for other Goods must be notified to the Company in writing within 14 days of delivery.
- 3.3 If the Customer request the Company to deliver the Goods to the Customer's site or premises or to other premises or sites or to a third party or requests that a carrier collect the Goods delivery shall take place when the Goods leave the Company premises and the third party and/or carrier is deemed to be the Customer's agent.
- 3.4 Prior to delivery or commencement of work the Customer is totally responsible for obtaining all permits and other approvals from all parties that are needed for the Company to deliver and/or complete work.
- 3.5 The Company has a safe working environment policy for its personnel and others in the Company's care and the Customer shall promptly notify the Company of all hazards and obstructions (without limitation) that may be encountered at the Customer's dwelling and any other site/premises.

4. Selection of Goods/Designs

- 4.1 If the Customer requests the Company's help in selecting Goods, designs, fittings and appliances the Customer must in advance totally inform the Company of all facts, risks, operating environment and all changes that may occur thereto.
- 4.2 All opinions and suggestions provided by the Company are made in good faith and based on information provided by the Customer at the time. The Customer warrants that all such information is accurate and complete and it is entirely the Customer's responsibility to decide whether or not to accept or use any such opinions and suggestions.

5. Specifications and Suitability

5.1 The Customer is fully responsible for ensuring that Goods ordered from the Company are suitable for the purposes they were ordered for. 5.2 If the Customer specifies or chooses the make or specifications of Goods which are contrary to those suggested by the Company, the Company accepts no responsibility for any failures or other issues that may occur as a result of the Customer's choices or specifications.

6. Warranty

6.1 All warranties exclude fair wear and tear and damage or loss attributable to events beyond the Company's control such as, but not limited to, misuse, modification, unauthorised repairs and interferences, fire, flood, vandalism, lack of proper maintenance and all other similar events.

6.2 The warranties on Goods supplied and installed by the Company, but not manufactured by the Company, shall be the warranty (if any) provided by the manufacturer or importer of those goods and the Company shall have no further warranty obligations save those as prescribed by law .

6.3 Whilst the Company will endeavour to attend to warranty requests as quickly as possible a call-out fee for non-warranty requests shall be payable.

6.4 The company will try to help with warranty requests for plumbing, tiling, electrical and other work but these are the responsibility of the contractors who undertook the work.

6.5 No Goods will be accepted for return unless agreed in writing by the Company prior to return and then only upon conditions acceptable to the Company.

7. Force Majeure

7.1 The Company shall not be liable for any default or delay due to any act of God, war, power, equipment failure, terrorism, strike, lock-out, industrial action, fire, flood, storm, tempest or any other events, without exception, beyond the Company's control.

8. Risk & Insurance

8.1 All risks pass to the Customer upon delivery as defined in these Terms and it is the Customer's responsibility to arrange insurance.

8.2 If any Goods or other property are damaged or destroyed after delivery and prior to payment being received by the Company and ownership passing to the Customer the Company is entitled to payment in full.

9. Company's Liability

9.1 The Company's maximum liability for any claim will not exceed the price received by the Company in respect of the Goods and/or work carried out by the Company. The Company shall not be liable for any further payments either to the Customer or to any other parties for any alleged losses, damages, indirect and/or consequential loss and/or expense except where the Customer is defined as a consumer within the meaning of the Commonwealth Competition & Consumer Act 2010.

10. Debt Collection Costs

10.1 The Customer shall indemnify and reimburse the Company for all costs and disbursements in collecting outstanding debts from the Customer which shall include dishonour fees, full legal costs on a solicitor-own-client basis, collection agency costs, investigators costs, court, judgement enforcement and bailiff fees, search agent costs, time, travel and all other collection costs.

10.2 If the Customer breaches any of its obligations the Company may exercise all its rights plus suspend or terminate the supply of goods and work and the Company will not be liable for any alleged loss or damage suffered by the Customer or any other parties as a result of exercising its rights.

11. Security for Payment

11.1 If the Company grants the Customer extra time to pay the Company may require a guarantee or other security instrument from the Customer or other persons connected with the Customer.

11.2 Any requirement for security or guarantees is without prejudice to other rights or remedies the Company may have and does not affect the reservation of title in Goods/services supplied to the Customer.

12. NOTICE: Personal Property Securities Act 2009 ("PPSA") and Personal Property Securities Register ("PPSR")

12.1 The Company may have and is entitled to have a "Purchase Money Security Interest" ("PMSI") and/or other Security Interests on the PPSR for Goods delivered but not paid for and for other Goods and property of the Company and ownership and possession remains with the Company until all moneys have been paid in full and all other obligations of the Customer to the Company have been satisfied.

12.2 In the event the Company's Security Interests have not been perfected the Customer agrees that these Terms create a Security Interest and fully consents to the Company registering a Security Interest on the PPSR and will provide all assistance required by the Company to do so.

13. The Commonwealth Competition & Consumer Act 2010 ("CCCA")

13.1 These Terms are not intended to have the effect of contracting out of any provisions of the CCCA except where permitted by law. If the Customer buys Goods/Services as a consumer these terms shall be subject to protection of consumers' rights legislation and shall not affect the consumer's statutory rights.

14. Passing of Title/Reservation of Title in Goods and other property of the Company

14.1 Notwithstanding delivery of the Goods and the passing of risk to the Customer title remains with the Company until all money has been paid in full and the Customer has fulfilled all its obligations to the Company.

14.2 For Goods on which title has not passed to the Customer, the Company can instruct the Customer to return them to the Company if the Customer's obligations have not been fulfilled.

14.3 If the Company becomes aware of a breach of these Terms or of an insolvency event (or likelihood thereof) the Company and/or any representative of the Company may as the invitee of the Customer enter the premises where the Company may believe the Goods and other property are stored to remove them and the Company shall not be liable for any alleged loss or damage as a consequence of removal and without being exposed to any claim by the Customer or any other parties for trespass, detainee, conversion, or for any other reasons.

15. No Waiver

15.1 No waiver by the Company of any rights or provisions of these Terms shall at any time be deemed or implied to limit or exclude any of the Company's rights against the Customer under these Terms.

16. Privacy Act

16.1 The Customer agrees and consents to the Company obtaining credit information and any other information from any sources in relation to the Customer's ability to pay its bills as and when they fall due.

17. Termination/Cancellation

17.1 The Company can cancel the Customer's orders and discontinue work/delivery without notice if the Customer breaches any conditions of these Terms or becomes or is in jeopardy of becoming insolvent (or dies if the Customer is a natural person) and all outstanding money owing to the Company shall be payable immediately together with money owing to third parties for contracts entered into on the Customer's behalf..

18. Notices

18.1 Notices from the Company to the Customer are served when delivered by hand, sent by mail, document exchange, facsimile or email and shall be treated as given when: if delivered by hand when delivered; if sent by mail or document exchange, 48 hours after posting; if sent by fax, and/or email when the fax machine confirms transmission or when the email system confirms transmission. A notice given after 5pm and/or on a day which is not a Business Day is treated as given on the next following Business Day.

19. Disputes

19.1 If a dispute arises between the Company and the Customer and a solution is contained in these Terms the solution shall be a binding full and final settlement. If no solution to the dispute exists in these Terms and the dispute cannot otherwise be resolved within 30 days from the date of the dispute then either party can refer the matter to a mediator or any other authority the parties mutually agreed upon. The Customer shall be liable for the full costs of the mediation if in the opinion of an expert/mediator the Customer has been unreasonable, otherwise the parties will equally contribute to the cost of the mediation.

20. Validity

20.1 Should any clause or clauses of these Terms be invalid for any reason then such clause or clauses or parts thereof shall be deleted without affecting the validity of the remaining portions of these Terms.

21. Governing Law & Changes to Terms of Trade

21.1 The laws of Australia apply to these Terms and to all contracts or other agreements between the Company and the Customer and are subject to the jurisdiction of the courts and tribunals of The Northern Territory.

22. Warranty

22.1 Cabinets (Carcase Only) 10 Years | Doors 7 Years | Panels 7 Years | Drawer Fronts 7 Years| Laminate Benchtops 7 Years | Handles and knobs 5 Years | Acrylic Solid Surface Benchtops 2 Years | Lighting 1 Year | Hardware Accessories 1 Year| Hafele Hardware and Accessories Lifetime | Please note our warranty does not cover any damage caused by misuse of the product, water damage, general wear and tear or damage caused by natural movement.