



TERMS & CONDITIONS OF SALE (Version: March -2019)

1. General

- 1.1. These Terms & Conditions apply to the supply of all products & installations including all quotations provided by Fasom Pty Ltd (T/as Fasom Plumbing & Appliances).
- 1.2. In the event of any inconsistency between these Conditions and those which may be included in, or implied by, any document forming part of a customer enquiry, specification, order or contract, these conditions shall prevail.
- 1.3. No Terms, provisions or conditions at variance with these conditions shall be effective in any way unless specifically confirmed in writing by Fasom Pty Ltd.
- 1.4. Fasom Pty Ltd shall not incur any liability, nor shall any right accrue to the customer by reason of any conduct, statement or representation not confirmed by Fasom Pty Ltd in writing nor in respect of any clerical, printing or typographical errors.

2. Prices and Quotations

- 2.1. Prices and price lists are subject to change without notice. All goods will be invoiced at prices determined by Fasom Pty Ltd at the date of despatch and/or installation.
- 2.2. Deliveries by Fasom Pty Ltd to customers will be charged accordingly and as advised at the time of order placement.
- 2.3. Taxes and duties of all kinds will be borne by the customer unless exemption certificates are provided with orders in accordance with the relevant legislation or regulation.
- 2.4. Unless otherwise stated prices are exclusive of goods and services tax and the customer must pay an amount equal to the goods and services tax referable to the supply of the goods and services.
- 2.5. Unless previously withdrawn, written quotations are valid for thirty (30) days from date of quotation and thereafter are subject to confirmation in writing by Fasom Pty Ltd before acceptance.
- 2.6. Product materials and specifications from our suppliers are subject to change without notice.

3. Payment

- 3.1. Terms of payment are strictly net (7) days from the date of the invoice or installation completion date.
- 3.2. If payments are not made within seven (7) days of the due date, Fasom Pty Ltd reserves the right to charge a late payment fee of \$50.00 plus a daily interest rate of 0.05% on the amount outstanding, calculated from the due date of payment until payment is received in full.
- 3.3. In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.
- 3.4. Fasom Pty Ltd reserves the right to vary the terms of payment for whatever reason, or to require payment in full prior to delivery or installation of goods and services.

4. Delivery

- 4.1. Whilst Fasom Pty Ltd will use its best endeavours to ensure delivery by the date requested, it does not guarantee delivery on that date and will not be liable for any damages, costs or charges howsoever incurred by the customer due to late delivery ensuing from any circumstances whatever, either within or beyond the control of Fasom Pty Ltd.
- 4.2. Risk in goods passes to the customer when the goods are either delivered to the customer, or collected by the customer.
- 4.3. Fasom Pty Ltd is not obliged to insure goods in transit.

5. Legal Title and Risk

- 5.1. The goods remain Fasom's property until the customer has paid all sums owing under this or any other contract.
- 5.2. Until full payment has been received from the customer, the customer must hold the goods as fiduciary bailee for Fasom Pty Ltd and separately store the goods so that it is clearly shown as being Fasom's property.

6. Claims and Returns

- 6.1. Any claims on Fasom Pty Ltd for returns due to delivery errors, or any other reason must be made in writing within fourteen (14) days.
- 6.2. Freight costs of returns will be paid by the customer's or a pick-up charge will be made by Fasom Pty Ltd for the approved collection of goods ordered incorrectly by consumers.
- 6.3. All approved returns must be accompanied by a credit claim quoting invoice numbers and dates and reason for return including the name of the Fasom representative who approved the return.
- 6.4. A 20% restocking charge applies to the replacement of all approved returns of incorrectly ordered goods.
- 6.5. No claim for return will be recognised after the goods have been installed.

7. Liability

- 7.1. If any products or services supplied pursuant to these Conditions are supplied for personal, domestic or household uses as goods or services to the purchaser as a "consumer" within the meaning of that term in the *Australian Consumer Law* as amended or relevant state legislation then the consumer will have the benefit of certain non-excludable rights and remedies in respect of the products and nothing in these Conditions excludes or restricts or modifies any condition, warranty, right or remedy which pursuant to the *Australian Consumer Law* or similar legislation is so conferred.
- 7.2. If any product or service is a product or service **NOT** supplied for personal, domestic or household use as goods or services to the purchaser as a "consumer" within the meaning of that term as indicated above, then to the extent permitted at law, Fasom Pty Ltd will not be liable to the purchaser or any third party for liquidated damages in any form, any delay costs, consequential loss including (without limitation) any loss of profits, loss of revenue, loss of production, loss of business opportunity, loss of goodwill, loss of business reputation, economic loss or any indirect, remote and/or unforeseeable loss. Fasom's aggregate liability in damages (however arising) in respect of any act or omission in connection with its obligations under these Conditions will not exceed the amount of one hundred dollars (AUD\$100), even if Fasom has been advised by the purchaser as to the possibility of such loss being incurred. To the extent that Fasom cannot exclude liability for breach of any condition or warranty, Fasom's liability is limited to (at Fasom's option):
 - 7.2.1. The replacement of those goods or the supply of equivalent goods;
 - 7.2.2. The repair of those goods; or
 - 7.2.3. Payment in lieu of repair or replacement.

8. Australian Consumer Law

- 8.1. Goods supplied by manufacturer's come with guarantees that cannot be excluded under the *Australian Consumer Law*. The consumer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The term "major failure" has a defined meaning under the *Australian Consumer Law*.
- 8.2. No additional express warranty for defects or otherwise are provided for manufacturers products. Consumers may rely upon their statutory rights and remedies under the *Australian Consumer Law*.
- 8.3 We are not required to provide a refund or replacement if you change your mind.
- 8.4 You can choose a refund or exchange if an item has a **major** problem. This is when the item:

- Has a problem that would have stopped someone from buying the item if they had known about it
- Is unsafe
- Is significantly different from the sample or description
- Doesn't do what we said it would, or what you asked for and can't be easily fixed

8.5 Alternatively, you can choose to keep the item and we will compensate you for any drop in value.

8.6 If the problem is **not major**, we will repair the item within a reasonable time. If it is not repaired in a reasonable time you can choose a refund or replacement.

8.7 In all cases, please keep your proof of purchase and in the case of installed items, your compliance Certificate will also be required for manufacturer's warranty.

9. Jurisdiction

These conditions shall be construed according to the laws of the State in which Fasom Pty Ltd quoted or accepted the order as the case may be, and the parties hereby submit to the jurisdiction of the courts of the State of Victoria.

10. Manufacturer Warranties

Each manufacturer has their own specific product warranty and conditions. These are usually found in the customer instruction booklet and if lost can be found on the manufacturers website.

It should be noted that in the case of fully installed appliances, most manufacturers' have a clause that allows them (at their discretion) to repair an appliance rather than replace it. This process is independent of Fasom Pty Ltd and whilst sometimes frustrating, is totally out of our control.

Should you require warranty work on an appliance each manufacturer has a different process and we are guided by their requirements.

11. Goods Return Policy

At Fasom Pty Ltd we believe in a philosophy that is fair and reasonable. We will always endeavour to make the customer happy, but in some circumstances however, a full refund is not possible.

Examples of this include but not limited to:

- Where we have manufactured a specific part/surround to order
- We have ordered an item from a manufacturer and they will not accept a return
- Where a manufacturer charges Fasom Plumbing & Appliances a restocking fee for returns
- Where we have incurred transport charges

12. Privacy Policy

Your privacy is important to Fasom Pty Ltd (ABN 44 154 481 991) and this policy governs our collection, storage, use and disclosure of personal information and the choices you can make about the way your information is collected and used by us. By visiting our website or providing us with your personal information, you consent to your personal information being collected, stored, used and disclosed as set out in this policy or as otherwise disclosed by us at the time of collection.

We may update this policy from time to time. You can find the most current version on our website.

12.1 What kinds of personal information do we collect?

The personal information we collect and hold will depend on the nature of your interaction with us, but may include the following types of information:

- name, physical address and contact information such as phone numbers and email addresses;
- your interest in our products and services, and your purchase / service history;
- credit card details if you make or may make a commercial transaction with us;
- in addition, if you are a plumber or installer:
 - the qualifications and licences you hold;
 - the company or business you work for.

12.2 How do we collect personal information?

We may collect personal information in a number of ways, including:

- directly from you via our websites, the telephone, in writing or email; and/or
- indirectly from third parties, if necessary. For example, our sub-contractors may provide us with information about you for the purpose of obtaining our products or services.

We may also collect personal information from publicly available sources.

12.3 How do we use your personal information?

We use the personal information we collect for the purposes for which it was provided, for other related purposes, and as otherwise permitted or required by law. In particular, we may use your personal information to:

- provide the products or services you have requested;
- respond to your enquiries;
- process sale transactions;
- provide you with information about our events or our products and services that may interest you, and more generally, to maintain our relationship with you;
- send promotional offers and marketing material to you;
- plan our product and service development;
- manage warranty claims;
- enhance your experience of our websites, and make these websites easier for you to use; and
- otherwise facilitate our business operations and processes.

You do not have to provide personal information to us if you do not wish to, but if you do not provide all the information we request, it may affect our ability to provide you with our products and services and with information about them.

12.4 What are your obligations when you provide personal information of others?

You must not provide us with personal information (including any sensitive information) about any other individual unless you have the express consent of that individual to do so. If you do provide us with such information about another individual, before doing so, you:

- must tell that individual that you will be providing their information to us and that we will handle their information in accordance with this privacy policy;
- must provide that individual with a copy of (or refer them to) this privacy policy; and
- warrant that you have that individual's consent to provide their information to us.

12.5 Who do we disclose your personal information to?

Generally, we will obtain your consent before it discloses any personal information other than as specified in this policy. Consent may be given expressly or it may be implied.

We may disclose your personal information to:

- our directors, officers and employees, for the purpose of our business and marketing purposes only;
- third party contractors and service providers that we use or interact with in the course of our business to assist with the delivery of our products and services;
- if you are an end user of our products or services; and
- our external service providers and advisers who have been engaged to provide us with legal, administrative, financial, insurance, marketing, support or other services.

Some of our third-party service providers to which we may disclose your personal information, may be located in countries outside Australia or may hold your data on servers located outside of Australia. We will take reasonable steps to ensure that these parties do not breach the Australian Privacy Principles or this privacy policy in relation to your personal information.

We reserve the right to disclose any personal information to law enforcement or other government officials where we reasonably believe that this may be necessary or appropriate.

We will never sell, trade, lease or rent your personal information to third parties.

12.6 Direct marketing and how to opt out

As set out above, we may use your personal information to send you information about our products and services, as well as promotional offers and other marketing material. However, if you prefer not to receive this information from us, you can opt out by contacting our Privacy Officer using the contact details below.

12.7 Online privacy and security

The type of information we require online depends on how you wish to use our websites. It is possible for you to visit our websites without telling us who you are.

Like many website operators, we use cookies on our websites to make it easier to use and to provide a better, more customised service for our customers. Cookies are small data files that are downloaded onto your computer when you visit a particular website. For example, our server may set a cookie that keeps you from having to enter your contact details more than once on our website. If you do not wish to receive cookies, you will need to adjust the settings on your internet browser, although some parts of our websites may not function properly if you do so.

In addition, whenever a page is accessed over the web, our websites record the time, date and URL (Uniform Resource Locator - global address on the WWW) of the request. This information cannot uniquely identify user information. It allows us to improve our service to you and to other customers as a whole. For example, we compile statistics that show the daily number of visitors to our sites, the daily requests we receive for particular files on our websites, and what countries those requests come from. These aggregated statistics are used internally to better provide services to our customers.

12.8 Our commitment to data security

We take the security of your personal information seriously. We take reasonable steps to protect the personal information we hold, whether in electronic or other form, from:

- misuse, interference and loss; and
- unauthorised access, modification and disclosure.

We will also take reasonable steps to destroy or permanently de-identify personal information it holds if it is no longer needed for our business purposes and it is permissible by law to do so.

12.9 Access to your personal information

If you wish to gain access to your personal information, or you would like us to correct or update it, please contact our Privacy Officer using the contact details below. We may charge you a fee where access to your personal information is provided.

12.10 Complaints

If you wish to make a complaint about a breach of this privacy policy or the Australian Privacy Principles, you can contact our Privacy Officer using the details below. You will need to provide sufficient details regarding your complaint, as well as any supporting evidence and information.

Your complaint will be reviewed by our Privacy Officer, who will investigate the issue and determine the steps that we will take to resolve your complaint. We will contact you if it requires any further information from you and will notify you in writing of the outcome of the investigation.

If you are not satisfied with our determination, you can contact us to discuss your concerns or contact the Australian Information Commissioner through its website at www.oaic.gov.au.

12.11 Contact details

If you have any questions of feedback about our privacy policy, or the way in which we handle your personal information, please contact us using our enquiry form or telephone (03) 5472 2533.

13. Disclaimer

This website and its contents are provided by Fasom Pty Ltd for general informational purposes only and are not a substitute for professional advice. While we make every effort to ensure that the information contained in this website is up-to-date and correct at the time of publishing it must be remembered that:

- Product designs, functions and specifications are constantly changing and the information on this website may be out of date, inaccurate or incomplete when you access it.
- This is not necessarily a concise website and it cannot cover every conceivable situation that might arise.
- No matter how much one can learn from reading the information in this website, there is no substitute for the training and experience of a qualified plumber or relevant tradesperson or hydraulic designer, and we recommend that you seek the advice of such a professional before making your product choice.

The use of this website and the information contained within it is at your own risk. To the maximum extent permitted by law, Fasom Pty Ltd excludes all liability for loss or damage of any kind relating to this website.