Pacific Bathroom Website Terms of Sale

These terms and conditions, together with the Website Terms and Conditions, apply to the sale of our Products, including any Products Ordered from this Site (**Terms of Sale**). By Ordering any Products from us you agree to be bound by the conditions as set out in these Website Terms of Sale and the Website Terms and Conditions.

In the event of any inconsistency or discrepancy between these Website Terms of Sale and the Website Terms and Conditions, the Website Terms of Sale shall prevail in respect of its subject matter, and the Website Terms and Conditions shall prevail in all other matters.

Defined terms used in these Website Terms of Sale have the meaning given to them in the Website Terms and Conditions.

1 Conditions for ordering

1.1 Upon placing an Order, you represent and warrant that:

(a) you will only purchase the Products for:

(i) private domestic use; or

(ii) installation for use in a domestic residence or commercial premises; and

(b) you will not otherwise re-sell any Products.

1.2 We may withdraw or suspend from sale any Product displayed on the Site, either temporarily or permanently, at any time. Pacific Bathroom will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Product.

2 Ordering

2.1 You may purchase Products from us by placing an Order directly through the Site. If we accept the Order, we will notify you of confirmation of the Order. We are under no obligation to accept an Order, or to supply products without firstly confirming the Order.

2.2 Products may be withdrawn from sale or may not be available at the time of your Order. If we do not have the Products you Order in stock, we may (at our discretion) offer you alternatives. If we do so, we will contact you and you may:

(a) accept the alternatives we offer;

(b) cancel your Order; or

(c) continue with the Order, but instruct us to omit the out-of-stock item.

2.3 Where a Product:

(a) has been withdrawn or suspended from sale; or

(b) is not available at the time of your Order and the Order has consequently been cancelled or the Product removed from the Order,

and your payment for the Product has already been processed, we will refund you any money paid to us under clause 3 of these Website Terms of Sale in relation to that Product. You acknowledge and agree that this refund is your sole remedy in such circumstances.

2.4 Notwithstanding any of the foregoing, we may cancel an Order at any time at our sole discretion, in which case, your sole remedy for such cancellation is a refund of any money paid to us under clause 3 of these Website Terms of Sale.

3 Price and payment

3.1 Subject to these Website Terms of Sale, the Price for each Product is as stated on the Site at the time of Order (subject to any promotions or discounts which you may be offered at our discretion).

3.2 All prices stated on the Site are in Australian dollars and are inclusive of GST (if applicable). Any fees and charges (including Delivery Fees) imposed by these Website Terms of Sale also include GST where applicable.

3.3 Our Prices may change at any time. Price changes will not affect Orders that we have confirmed prior to the Price change.

3.4 You must pay us the full Price of your Order before we will send any part of it.

3.5 We take reasonable care to ensure that the Price of the Product advised to you is correct. However, it is possible that, despite our efforts, Prices may be published in error or promotional discounts may be incorrectly applied. Without limiting any other options we may have:

(a) where a Product's correct Price (including any promotion or discount) as at the date of the Order is less than our published Price as at that date, we may charge you the lower amount at our discretion; and

(b) where a Product's correct price (including any promotion or discount) as at the date of the Order is greater than our published Price at that date, we may, at our discretion, offer you alternatives under clause 2.2 or cancel the Order under clause 2.4.

3.6 You must make payment for Products by:

(a) credit card (Visa, Mastercard or American Express);

(b) debit card (Visa, Mastercard or American Express);

(c) Paypal;

(d) any other payment method available on the Site.

3.7 You acknowledge and agree that, subject to the means of payment which you elect, additional fees, such as merchant or administrative fees or surcharges, may be payable to us or to third party payment processors in addition to the total Order Price.

3.8 In paying or attempting to pay for goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law in making such payment.

4 Promotions

4.1 No promotion, discount or promotional code that we make available for redemption may be used in conjunction with another offer or used to purchase gift cards.

4.2 Only one promotional code can be used per order.

4.3 A promotional code cannot be applied to an order after it has been placed.

4.4 Discounts do not apply to delivery charges unless expressly stated.

4.5 Where you receive a refund for a Product for any reason, the refund will be for the Price paid, taking into account the offer or any promotional discount.

4.6 We are not required to price match a competitor's product, but may do so at our discretion.

4.7 If a promotion or discount code has been misapplied or applied in error, we may, at our discretion, offer you alternatives under clause 2.2 or cancel the Order under clause 2.4.

4.8 We may conduct promotions of offer discount codes from time to time, which may be subject to additional or distinctive terms than those set out in these Website Terms of Sale. Such distinctive or additional terms shall prevail over these Website Terms of Sale in the event of any

inconsistency or discrepancy. You represent and warrant that you have read and accepted such terms upon placing an Order in reliance of such promotion or discount code.

5 Delivery

5.1 Products will be delivered or deemed to be delivered,

(a) if delivered, when they arrive at the Delivery Address nominated by you; and

(b) if collected by you or your nominee, at the time when the Products are ready for collection at our Premises.

5.2 You must pay us packing, crating and any Delivery Fee, as notified at the time we accept your Order.

5.3 You authorise us to deliver products to the Delivery Address and to leave the products at such place whether or not any person is present to accept delivery.

5.4 We shall not be liable on any basis whatsoever for loss suffered by you after delivery under clause 5.1.

5.5 Where Products are delivered by or on behalf of us, we (or our nominated Delivery Agent) shall not be obliged to obtain a signed receipt or other acknowledgment from any person at the Delivery Address. However, if a signed receipt or other acknowledgment is obtained from someone reasonably believed by us (or our nominated Delivery Agent) to be authorised by you to sign or otherwise take delivery at the Delivery Address, then such signed receipt or other acknowledgement shall be conclusive evidence of your acceptance of the Products delivered.

5.6 You shall not be relieved of any obligation to accept or pay for Products by reason of any delay in delivery.

5.7 We reserves the right to:

(a) deliver Products by instalments and each instalment shall be deemed to be sold under a separate contract. Failure to deliver any instalment, or deliver any instalment on time shall not entitle you to repudiate these Website Terms of Sale in whole or in part; and

(b) make a reasonable charge for storage:

(i) if delivery instructions are not provided by you, within 14 days of a request by us for such information;

(ii) if delivery is refused or unsuccessful, from the date of attempted delivery until the earlier of the date delivery is accepted, or the date the Order is cancelled by us and the Products are returned to us; or

(iii) if you do not attend to collection of the Products within 14 days of the Products being made available for collection from our Premises, from the date the Products were made available for collection until the earlier of the date the Products are collected, or the date the Order is cancelled by us.

6 Title and Risk

6.1 Title in the Products purchased, unless otherwise agreed in writing between you and us, shall pass to you upon payment to us for that Product.

6.2 The Products are at your risk as and from:

(a) if made available for collection, the time the Products are collected by you or your nominee; or

(b) if delivered, the time the Products are dispatched from the our Premises for delivery,

7 Returns

7.1 We will only accept the return of Products on the conditions set out in this clause 7;

(a) you must not return Products to us without our prior consent;

(b) to the extent that the Products do not comply with the quantity or description of your Order, we will accept the return of Products and provide you a credit against such returns, provided that:

(i) you have inspected the Products promptly upon their delivery;

(ii) within 14 business days of the delivery of such Products to you, you then gives written notice to us for a request for a credit which details all alleged noncompliances. This request must also specify the original invoice number in respect of the Products as proof of their purchase; and

(iii) we are then satisfied as to the accuracy of the claim in that notice;

(c) we, at our discretion, may accept the return of Products and provide you a credit for them where the reason for the return is your error in:

(i) Ordering the type/style/model of the Products; or

(ii) selection of the Products for their suitability for the desired purpose; or (iii)

the quantity of the Products ordered, provided that the Products:

(A) are returned to us by you within 30 days of the delivery date; and

(B) the request for return of the Products specifies the original invoice number in respect of those Products ; and

(C) you pay us a minimum restocking fee of 15% of the credit claim for the Products to be returned;

(d) the Products are returned in original packaging, in brand new and unused condition. We may deduct from any refund or credit a reasonable reduction reflecting the reduction in market value of the Products due to the condition in which they are returned.

7.2 You are not entitled to return any Products pursuant to this clause 7:

(a) which have been custom made, custom cut, custom processed or custom acquired for you;

(b) where the Products are not in brand new or unused condition with undamaged packaging as at the date of their proposed return; or

(c) w here the Products have been damaged due to any act or omission of any person other than the Supplier or its nominated delivery agent.

7.3 Notwithstanding clauses 7.1 and 7.2, where you are entitled to a remedy under the Australian Consumer Law, we will provide (and our liability is limited to), the relief in clause 9.3.

8 Manufacturer's warranty

8.1 You may be entitled to a manufacturer's warranty, to the extent applicable. We do not make any representations or warranties regarding any applicable manufacturer's warranty.

8.2 If you request for information regarding manufacturer's warranties, we will assist in obtaining information regarding any applicable warranty from the relevant manufacturer.

9 Disclaimer

9.1 To the extent permitted by Law, the Supplier disclaims all warranties, representations, or guarantees, of merchantability, fitness for purpose, quality and freedom from defects or errors, compliance with standards, workmanship, care, or skill.

9.2 Nothing in these Website Terms of Sale affects your rights under the Australian Consumer Law, however to the extent we may limit our liability under the Australian Consumer Law, our liability is so limited.

9.3 If the Australian Consumer Law or any other Law implies a guarantee, condition or warranty into these Website Terms of Sale which cannot be excluded by Law, our liability for any breach of such guarantee, condition or warranty will be, to the maximum extent permitted, at our election:

(a) where we have supplied goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) where we have supplied services:

(i) supplying the services again; or

(ii) payment of the cost of having the services supplied again.

9.4 You must use reasonable steps to prevent, minimise, and mitigate, any actual or anticipated loss. We will not be responsible for any loss, damage or expenses to the extent that you:

(a) contributed to the loss; or

(b) could have avoided or reduced the amount of the loss, damage or expense, by taking reasonable steps to mitigate its loss.

9.5 Our liability is limited to:

(a) for a Product, the Price of the Product; or.

(b) for an Order, the total amount payable for that Order.

10 Force Majeure

10.1 We are not liable for delay in performing, or non-performance, of any of its obligations under these Website Terms of Sale caused by an event of Force Majeure and in such circumstances, we will be entitled to a reasonable extension of time for the performance of our obligations.

10.2 If an event of Force Majeure arises, we will give you written notice as soon as reasonably practical, regarding:

(a) the nature of the delay; and

(b) anticipated duration of the delay.

11 Definitions

These definitions apply to the Website Terms of Sale, in addition to the defined terms in the Website Terms and Conditions:

Delivery Address means the address to which the goods are to be delivered, as stated on an Order.

Delivery Agent means a third-party delivery or shipping company engaged by Pacific Bathroom to deliver goods.

Delivery Fee means a fee for the delivery of goods.

Force Majeure means an extraordinary and unforeseeable event beyond the reasonable expectation or control of the parties, including, but not limited to:

(a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;

(b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;

(c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;

(d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority;

(e) pandemic, epidemic, virulent infection, or other outbreak of adverse health issues, or any quarantine, lock-down, or restriction of movement or travel as a result of any of the foregoing, and

(f) strikes, blockades, lock out or other industrial disputes unless solely restricted to employees of the relevant party or of its Subcontractors.

GST means goods and services tax under the GST Act and any expression used that is defined in the GST Act has that defined meaning (unless the context indicates otherwise).

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any associated legislation.

Price means the purchase price of each item as specified on the website or in store.