



Terms & Conditions

October 2023

healthcraft



Terms

Delivery

Unless stated otherwise, delivery has been quoted as a single drop only including site installation and supervision (where applicable). A staggered delivery can be accommodated where deemed necessary and re-priced accordingly at the client's request.

Storage

If a project is delayed, Healthcraft can facilitate storage of the goods. Healthcraft reserves the right to pass on any additional costs for freight, double handling and/or the storage of goods due to site delays that exceed the agreed terms and project delivery schedule. When goods are held in storage at the client's request, Healthcraft warrants these goods to be kept under suitable conditions and in good order. Insurance will be underwritten by the carrier or storage provider.

Healthcraft makes every effort to communicate frequently in respect of project delivery milestones - to ensure any costs associated with storage are minimised.

Building Sites

Healthcraft delivery pricing is based on delivering into a site which has achieved practical completion and is clean and dust free. If placement and debagging cannot take place due to the site being unacceptable according to the client, a credit for placement and debagging may not be possible without 7 days notice. If goods are delivered but not placed and debagged then the client is required to inspect and accept the goods as 'in good order' at that time. This avoids the issue of discovering damage at a later date due to an unknown cause.

Access

It is the clients responsibility to ensure that there is unobstructed access for the delivery vehicle at the main entrance. Elevators should be operational in the case of multi story buildings.

Payment

Healthcraft require a deposit, progress and final payment on all orders. The final invoice will be payable 7 (seven) days after the scheduled delivery date - agreed upon issue of purchase order. If furniture is put into storage, the additional cost of freight (double handling) and storage will be withheld until after the final installation or charged monthly if the period exceeds 4 weeks. Healthcraft will store furniture for a period of 4 weeks after the agreed delivery date, for free. If the project is delayed by more than 4 weeks, Healthcraft reserve the right to seek payment of the final invoice, excluding total transport costs. In this instance, transport costs will be due 7 days following the actual delivery.

Refunds

As our furniture is custom made for our clients, we cannot accept returns or offer refunds.

Timber

Timber colour and grain have natural variation and no two pieces of timber are alike. When we stain timber, the natural variation in the timber will be present in the final product. It's impossible for every piece of timber to be identical. When matching commercial laminates to timber stains on hardwood, Healthcraft will make best endeavours to create as close a match as possible. However, some variation will occur given we're attempting to match a synthetic with a natural product.

Terms

Quotes All pricing remains valid for a period of 30 days from the proposal date. It is understood that any times quoted for delivery and installation are 'estimates only' and that Healthcraft shall not be held liable for failure to deliver or install by reason of strike, lockout, the unavailability of raw materials or force majeure. Healthcraft will not be held liable to make good any loss arising out of such delay or failure to deliver as advised. In this regard, the buyer accepts they will not be relieved of any obligation to accept or pay for goods by reason of the same.

Delivery date A delivery date will be agreed at the time of the placement of the order and 100% of the goods will be delivered at that time unless agreed otherwise.

Risk The risk shall pass to the buyer on delivery of the product to the custody of the first carrier, who shall be deemed to be the carrier who takes delivery of the goods from the company or its servants whether as agent of the company or not.

Title It is expressly agreed between the parties that notwithstanding the provisions of Section 20 and 21 of the Sale of Goods Act in Queensland the property in the goods shall not be transferred to the buyer until such time as the seller has received from the buyer the full purchase price for the goods.

Power of Seizure In the unlikely event that the buyer fails to make full payment of the purchase price for the goods (after demand having been made by the seller), then the seller and its servants and agents are hereby authorised and it is expressly agreed it shall be lawful for the seller without any further or other authority than is herein contained and without any notice whatsoever seize and/or take possession of the goods (by force if necessary) and for such purposes if necessary enter upon any lands/or premises whereon the said goods may be or may be supposed to be and shall if necessary be entitled to break all such locks and security devices as shall prevent the seller from seizing and retaking possession of the goods.

Governing Law & Non-Assignment This Contract shall be governed by and be construed in accordance with the Laws of the State of Queensland and that the purchase price is to be paid to the seller and its office at Brisbane. This Contract is not able to be assigned.

Limitation of Liability It is expressly agreed between the buyer and the seller that the seller shall not be liable for any direct, indirect, consequential or incidental loss or damage to the buyers business or property or for injury to any person howsoever caused that may arise through the use or misuse of the equipment sold and the buyer expressly accepts all liability for any such loss or damage as aforesaid. In the event that the buyer is able to maintain successfully a claim for liability against the seller then the seller's liability is agreed to be limited to the value of the equipment sold or the cost of replacing the equipment or of acquiring equivalent equipment.

Warranties Except where conditions or warranties as to the supply of goods are by law implied into this Contract and may not be excluded or implied, conditions and warranties are hereby expressly excluded. Unless otherwise stated, indoor furniture carries a 5 year structural warranty, outdoor furniture carries a 3 year structural warranty and Salon furniture carries a 2 year structural warranty. Outdoor furniture is defined as being outdoors but under cover and not constantly in direct UV/rain. Warranty commences when the furniture is delivered to the agreed destination.

LIMITATIONS - Warranties shall not apply to any product or any part of any product, which in reasonable judgment has been subjected to accident, misuse, negligent handling, alteration, modification, misapplication, or normal wear and tear – (please note Table and Dining Chair conditions below). Any modification to the product or any part of the product will void the warranty. The warranties do not cover damage deemed from excessive or prolonged exposure to sunlight or extreme temperature to elements such as wind, rain, snow, ice or other extreme weather conditions. The warranties shall apply to the original purchaser of the goods only and is not transferable between individuals, companies, sole traders or businesses.

You expressly acknowledge that the above warranties and Healthcraft's obligations hereunder are exclusive and in lieu of, and that you expressly waive all other warranties, verbal or written, expressed or implied, including but not limited to any warranty of merchant ability or fitness for a particular purpose. We accept no liabilities for consequential or incidental damages arising out of or in connection with the use or performance of the product or other direct or indirect damages with respect to loss of property, revenues or loss of profit. The warranty is known as a 'back to base' warranty which means that you will be responsible for the cost of returning the goods to us for assessment. If the goods are found to be covered under our warranty, then we will be responsible for the cost of returning the goods to you. If the goods are found to not be covered under our warranty, then we will provide you with a quote to repair or replace the goods and you will be responsible for all return freight costs to you.


Buyer's Acknowledgement The buyer acknowledges that an authorised representative has thoroughly inspected the supplied goods and has depended entirely upon the buyer's own judgment and the buyer acknowledges that this contract contains all the terms and conditions and representations upon which the buyer agrees to purchase the goods and chattels from the seller. Where the goods or some part thereof are used or of a second hand nature then the buyer further acknowledges that such goods are sold with all faults and in an "as is" condition, save and except the specific warranties of the seller mentioned herein and any other warranty which may be implied by Australian law.

Deeming Provisions An order placed by the buyer is deemed to be an order incorporating and subject to these terms and conditions of sale and those implied by law herein and no other terms and conditions shall be of any force or effect with respect to the buyers order unless the company expressly agrees otherwise in writing.

Acknowledgement of Terms By providing an official company purchase order to Healthcraft, I accept and agree to the Terms and Conditions of Sale and authorise Healthcraft to carry out all works covered in the above dated proposal. I certify that I am authorised to make such commitments on behalf of the client organisation and understand that I am required to honour the payment terms (including any deposits payable on order acceptance), before production will commence.



Designed for aged care living



1300 366 078
Unit 3 / 2 Baroona Road
Milton Qld 4064
healthcraft.com.au

healthcraft 