

TERMS AND CONDITIONS

All deliveries made by Baines Masonry are on the following General Terms and Conditions of business unless otherwise expressly agreed to in writing between Baines Masonry and the Customer.

1. Definitions

1.1 "Baines Masonry" means Baines Masonary Blocks Pty Ltd A.C.N 002 690 253 and any contractor or employee of Baines Masonary Blocks Pty Ltd.

1.2 "Claims" means any claim made by a client, including but not limited to:

1.2.1 Loss of product from site after delivery;

1.2.2 Damage to product;

1.2.3 Faulty product; and

1.2.4 Incorrect orders including wrong colour ordered.

1.3 "Customer" means the person or company to whom goods are delivered by Baines Masonry including but not limited to Builders and their employees.

1.4 "Delivery Fee" means the fee for delivery as charged by Baines Masonry.

1.5 "Product" means Masonry product.

2. General

The Customer acknowledges that:

2.1 Baines Masonry does not accept any responsibility for incorrect orders placed by the Customer.

2.2 Baines Masonry WILL NOT accept any return of Product and will not issue any credit notes to the Customer in the event that the Customer places an incorrect order, including but not limited to situations:

2.2.1 Where the Customer orders too much Product and then does not require the surplus; or

2.2.2 Where the Customer orders the incorrect colour of Product required.

2.3 Baines Masonry will charge a Delivery Fee for all Product delivered to Customers except as provided in these terms and conditions or otherwise agreed to between Baines Masonry and the Customer.

2.4 If Customers that have an account with Baines Masonry order a minimum of 1 pallet of Product then they will not be charged the Delivery Fee.

2.5 If Customers that do not have an account with Baines Masonry order a minimum of 2 pallets of Product then they will not be charged the Delivery Fee.

2.6 Baines Masonry reserves the right to increase the minimum pallet order required, as stated in conditions 2.4 and 2.5, at any time by notice in writing to the Customer.

2.7 That the Customer will notify Baines Masonry regarding any claims that it may be entitled to within 7 days of delivery of the Product.

2.8 Baines Masonry WILL NOT recognise any Claims made by the Customer after 7 days of delivery of the Product.

2.9 Baines Masonry WILL NOT recognise any Claims by the Customer in relation to faulty Product after installation of the Product.

2.10 Baines Masonry will deliver all Product to Council kerbside.

2.11 If the Customer requires that the Product be delivered beyond council kerbside, then the Customer will be required to sign an Owner Acknowledgment and Indemnity form. The Owner Acknowledgement and Indemnity form will be available from Baines Masonry's office or from Baines Masonry's driver.

2.12 Baines Masonry does not accept any responsibility for the Product delivered after delivery, including but not limited to Product left on unattended sites.

2.13 That there may be a variation in the colour and texture of the Product between the brochures, displays or samples and the raw Product.

2.14 If they wish to maintain evenness of Product as to colour and texture that they should order from the same batch and, once the Product is on site they should continually work from all pallets to ensure regular blending, even on single colours.

2.15 All pallets left on site and not made available for return to Baines Masonry within 30 days of supply will be charged at \$20.00 per pallet plus GST, or such other fee as may be decided by Baines Masonry from time and time and communicated to the Customer in writing.

2.16 It is the duty of the Customer to call 1800 986 637 for pallet pick up service by Baines Masonry or, such other number as may be used by Baines Masonry from time to time and communicated to the Customer.

2.17 Baines Masonry will only accept pallets supplied by Baines Masonry for return.

2.18 All fees charged by Baines Masonry are exclusive of GST unless otherwise stated. The Customer will be charged the fee plus 10% GST.

2.19 Baines Masonry's ability to supply the Customer with the Product ordered will depend on stock holdingsthe time of order.

3. Payment Terms

The Customer acknowledges that:

3.1 Payment for Product ordered must be made by the Customer to Baines Masonry prior to delivery unless otherwise agreed between the Customer and Baines Masonry.

3.2 Baines Masonry will accept payment by way of Mastercard, Visa, EFT or Cash.

3.3 Baines Masonry will accept payment by way of Cheque from account holders only.