

Patio DIY

General terms and conditions

The Customer agrees that AWIP shall not be liable for any:

- (a) representation, promise or undertaking regarding the fitness or otherwise of goods supplied by AWIP unless it is made in writing or implied by law.
- (b) failure by the customer to fix, install, erect or maintain the goods in accordance with any advice, recommendation, specification, information, assistance or service provided by AWIP in relation to goods sold or manufactured by it. The performance of steel products is dependent on the environment, product selection, handling, installation and maintenance.

MATERIAL SUPPLY

Where the customer orders a particular product, AWIP may in its absolute discretion supply another product with identical or similar properties to that which was ordered ("the Equivalent") and the customer will be obliged to accept and pay for the equivalent supplied, AWIP will not be under any obligation to notify the purchaser of such occurrence, and purchasers should note that the use of colour names in any AWIP document indicate no more than the colour of product supplied or its equivalency.

DEFECTS

The Customer shall inspect the goods upon delivery and will, within 24 hours, notify AWIP of any defects, short deliveries or any failure to fulfil any quotation or order. The Customer will, within a reasonable time following delivery, grant AWIP access to the Goods in order to inspect for any alleged defects. Should the customer fail to notify AWIP within the specified period then the goods shall be deemed to be in compliance with the order and free from any defect whatsoever.

CANCELLATIONS

No order may be cancelled by the Customer without the written consent of AWIP, irrespective of whether or not AWIP has advised the Customer of its acceptance of that order.

INSTALLATION

Where AWIP agrees to install Goods at any premises (the "premises") the following conditions shall apply:

- (a) The customer will provide reasonable access for AWIP, its servants, agents and subcontractors to the premises during the period of installation as may be agreed by the parties to enable AWIP to carry out its obligations. The Customer will also provide at its own expense, connection for electricity and any other similar services required by AWIP for installation of the Goods.
- (b) AWIP will be under no liability or responsibility for any loss, damage or expense howsoever incurred by the customer as the result of:
 - (i) any failure or delay by AWIP in performing any of its obligations under the contract due to any reason beyond the control of AWIP; or
 - (ii) any prohibitions or restrictions under any applicable statutes, bylaws or regulations.
- (c) Any existing defects discovered by AWIP in the course of installation shall be the responsibility of the Customer and AWIP shall be the sole judge in respect of determining what remedial action is required. AWIP may terminate any contract if the remedial action is not completed or taken as instructed, and within the time specified, by AWIP without prejudice to its existing rights. Any additional expense incurred by AWIP will be the responsibility of the Customer.

COLLECTION AND DELIVERY OF GOODS

All Goods must be collected within a maximum period of 10 working days after the specified date. If the customer is unable or unwilling to accept physical delivery of the goods when the goods are ready for delivery, AWIP shall be entitled to charge a fee for any delay suffered, or to arrange the storage of the goods at the risk and cost of the customer. All transportation, storage and other consequential costs shall be payable by the customer as part of the goods in question.

All times quoted for delivery and/or installation are estimates only. AWIP shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in delivery and/or installation or failure to deliver goods, either in whole or in part.

AWIP's obligation to deliver shall be discharged on arrival of the goods at the customer's nominated delivery destination or nominated agent or carrier. The customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or despatch. AWIP reserves the right to deliver by portion and each portion shall not entitle the customer to repudiate the contract.

Delivery will be deemed to have occurred when on-loaded at AWIP's premises and all goods shall be the risk of the customer after delivery.

BUILDING PERMIT / WATER CORPORATION / PLANNING APPLICATIONS

Upon pick up or delivery of goods, the onus to obtain appropriate permits from the Shire is the responsibility of the owner or representative of the owner. AWIP will only act on behalf of the owner to obtain the necessary permits if contracted to install the patio.

PAYMENT

Payment for all Goods purchased from AWIP is due and payable at the time of purchase unless a credit account has been approved.