



## Quote and Customer Order Terms and Conditions

The Australian Consumer Law provides certain Consumer Guarantees that apply when products are purchased. Reece stands by these guarantees and will not seek to exclude, restrict, or modify them.

All quotes issued and orders accepted by Reece will be under the terms below, unless they say otherwise, or we have agreed or advised otherwise.

### 1) Quotes and Customer Orders

- a) Quotations are valid for a period of 30 days for the full quantity ordered.
- b) If you wish to change your order, including the quantity or product specifications before delivery, then we will issue a new quote.
- c) Once you place an order and we have accepted it, subject to availability of the Goods, we will be bound to supply you the Goods, and you will then be bound to pay for them.
- d) Prices quoted are subject to manufacturer availability and change, if the manufacturer's price increases or decreases we will provide you with a requote.
- e) Online orders will be regarded as accepted once payment has been processed and you have received an email order confirmation from us.
- f) Where you have a trade account with Reece, and you are not purchasing Goods as a Consumer then, to the extent permitted by law, our trade terms and conditions apply to your order. A copy of our trade terms can be found [here](#)

### 2) Payment

- a) A 50% deposit is required at the time of order. Full payment required at time of order for custom made or custom cut items, specially acquired products (items with product code 101) and orders under \$100.
- b) Where the Goods ordered are not customized and/or the order is over \$100, the balance of the order amount, after the deposit, is required prior to delivery.
- c) Payment methods available include:
  - i) Cash
  - ii) EFTPOS
  - iii) Mastercard, Visa or Amex
- d) All online purchases require 100% upfront payment at the time of checkout.

### 3) Changes to an Order

- a) Once an order for an item has been placed, if changes are made to that order a manufacturer's handling charge of a minimum 20% will be applied.
- b) If the order is for a customized product or includes a specially acquired product, then changes to that product/s cannot be made and payment in full is still required.
- c) You must ensure when placing an order that is for, or that includes a customized product, that you have checked with a suitably qualified tradesperson that it is fit for the purpose you require, and all measurements are correct.
- d) Reece are not tradespersons, and we cannot and do not offer advice as to the suitability or measurements of a product. We will not be liable for any errors in choice of product, measurements and the like.

### 4) Delivery and Collection

- a) Reece will advise you when your Goods are available for collection or to arrange delivery if delivery was not arranged at the time of order. Goods must be collected or delivered within 30 days of becoming available, unless arranged prior with management.
- b) Where we have notified you that your Goods are available for delivery or collection, and they are not collected or delivered within 30 days of the nominated delivery/pick up date, or date of availability, whichever is later, the remaining amounts owing for the Goods must be paid in full.
- c) Where we are delivering your Goods, a delivery fee will be charged based on the product and location for delivery. If multiple deliveries are required, a fee for each delivery will be required.
- d) Reece's delivery fee is based on ground floor level and one person delivery only, if the delivery requires more than one person or there are other requirements then additional fees may be charged. Please speak to your Reece representative about your delivery requirements.



- e) Where you require Reece to deliver, the following apply: -
  - i) a minimum 24 hours' notice is required and Reece will give you an estimated delivery date/time in good faith. Subject to any rights you have under Australian Consumer Law, we are unable to accept liability for any delay which is beyond our reasonable control.
  - ii) we request you ensure there is a person present at the delivery who is authorised by you to accept delivery. If not, unless you have explicitly advised us not to leave the Goods, at our discretion we may leave the Goods at your premises if we consider it is safe and appropriate to do so.
- f) Where Goods are left unattended, on a property or building site they may not be eligible for a return, repair, replacement, or refund as it cannot be determined how or when any damages may have occurred.
- g) If the delivery driver arrives at the agreed time but is unable to deliver the Goods or at our discretion, considers that it is unsafe or inappropriate to do so, you will be required to pay for re-delivery later.
- h) Once delivered, the Goods are at your risk and Reece will not be liable for damage caused after we have delivered the Goods.
- i) We require you to inspect the Goods upon taking delivery or at the maximum within 48 hours of delivery or collection, and immediately report any shortage, discrepancy, defect, wrong specification or similar problem to us as soon as you become aware of it. This inspection must be prior to installation otherwise we may not be liable for the issue.
- j) To the extent permissible at law, Reece will not be liable for damage to any property that occurs during delivery, except to the extent that any loss or damage is directly caused by Reece's negligence, wrongful act or willful misconduct.

## 5) Abandoned Goods

- a) Where we have invoiced you for an uncollected or undelivered order you may still arrange collection or delivery for 30 days from the date of the invoice. If you fail to collect or arrange delivery of the Goods within that extra 30 days, to the extent permitted by law, Reece will treat the Goods as abandoned and may take whatever action it deems necessary in regard to the Goods without bearing any liability to you whatsoever.
- b) Once we have cancelled the order it will be deemed completed and the Goods may be returned to stock.

## 6) Pricing Increases

- a) Deliveries or collection of Goods beyond 30 days of Reece notifying you that your Goods are available may be subject to price increases. In this case Reece will provide a replacement quotation to you.

## 7) Warranties and Damage

- a) Manufacturers warranties may apply to the Goods purchased and in addition, if you are a Consumer, Reece provides additional warranties in accordance with Australian Consumer Law.
- b) As a Consumer you are entitled to a replacement or refund for a major failure or a repair or replacement for a minor failure.
- c) A failure/issue will be considered major where the good/s are: -
  - i) Unsafe;
  - ii) very different from the description or sample;
  - iii) have either one serious problem or several smaller problems that would stop someone buying the product if they knew about them beforehand;
  - iv) can't be used for their normal purpose, or another purpose that you informed Reece of when it was purchased and it can't easily be fixed within a reasonable time.
- d) To the extent permissible by law all other warranties and representations are excluded.
- e) Reece require any known damage to be reported, prior to installation as Reece will not take responsibility for uninstalling or reinstalling Goods that were installed in a noticeably defective/damaged condition.
- f) Reece will not be liable for damage, loss or injury suffered as a result of any person, failing to follow instructions relating to the Goods, modifying the Goods, failing to appropriately maintain the Goods, failing to appropriately store them or using them for an unintended purpose.
- g) Subject to Australian Consumer Law, where Goods supplied are not of a kind ordinarily acquired for personal, domestic or household use, we exclude all liability for indirect or consequential loss (indirect, special, consequential or exemplary damages or losses, including loss of opportunity, revenue, profit, contract, goodwill and loss arising from business interruption, e.g. contractor time on site).



## 8) Cancellation & Returns

- a) To ensure you purchase the correct Goods, and avoid returns, we ask that you check specifications of Goods with your tradesperson prior to placing your order, including any measurements for cut-out Goods.
- b) Where you change your mind about a purchase, Reece are not obligated to accept returns or provide refunds and these returns will not be accepted without Reece's express approval.
- c) Any remedy for a change of mind purchase is at Reece's absolute discretion and will not be offered for customized, custom-made or custom-cuts Goods.
- d) Any returns must be made within 30 days in their original, unused, undamaged and resaleable condition, including the packaging.
- e) A minimum 20% re-stocking fee will apply for change of mind returns. Subject to Australian Consumer Law, customers may be required to pay for amounts Reece incur as a result of the cancellation or return (for example, handling/transport costs and/or any re-stocking fee charged by our supplier).
- f) Reece reserve the right to cancel any order (in full or part) where:
  - i) after order confirmation, Reece become aware of shortages, delays, out of stocks for an unreasonable period of time or out of stock, and when there is a price increase when the product is back in stock;
  - ii) there has been a genuine pricing or product description error by Reece or its supplier;
  - iii) you are in breach of your payment obligations to Reece;
  - iv) Reece reasonably suspects that you are purchasing Goods for the purposes of resale or resupply;
  - v) you fail to collect or call up delivery of your order as agreed or fail to make alternative arrangements acceptable to Reece.

## 9) Refunds

- a) For a refund, or exchange, a receipt of purchase or tax invoice will be required. Refunds will only be processed back to the original form of payment.
- b) Where we have sold Goods to you and notified you of any defects or faults with the product prior to purchase these Goods are non-returnable and non-refundable.
- c) Goods that are sold on sale, marked 'Clearance' or 'Ex-Display' are non-refundable, unless there is a major fault with the product that we have not notified you of.
- d) Delivery fees paid are non-refundable, to the extent permitted by law.

## 10) Privacy

- a) Reece collects your personal information to allow us to supply you with Goods or services. We will not use or disclose your personal information for any other purpose.
- b) By placing an order with us, you consent to us providing your name, contact details and delivery address to third parties (including our suppliers or delivery contractors) for the purpose of fulfilling and delivering your order. If you have any questions, email us at [privacy.officer@reece.com.au](mailto:privacy.officer@reece.com.au) and a copy of our Privacy Policy is available on our website.

## 11) Third Party Installation

- a) Where you arrange for a third party to install Goods supplied by us, you must contract separately with that third party. Reece will not be liable for any installation services provided by a third party.

## 12) Errors or omissions

- a) Reece takes all reasonable care in preparing quotations and orders, but we are not able to accept any responsibility for any errors or omissions, where they are based on plans, drawings or specifications you provide to us for the purpose of quoting.
- b) It is your responsibility to carefully check and confirm all items, quantities and measurements before placing an order.
- c) Reece accepts orders placed on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements; that they comply with any plans, drawings or other specifications provided and have been checked by a suitably qualified tradesperson.



### 13) Definitions

- a) Australian Consumer Law (ACL) forms Schedule 2 of the Competition and Consumer Act 2010.
- b) Consumer means any person who acquires Goods or services for an amount not exceeding \$100,000, where the Goods were acquired for your personal, domestic or household use, in your home or other premises. A person is not a Consumer where the Goods are acquired for resupply or to be used in a production or manufacturing process.
- c) Reece means Reece Australia Pty Ltd (ACN 004 097 090), Viadux Pty Ltd (ACN 087 415 745), Actrol Parts Pty Ltd (ACN 142 654 564), A.C. Components Pty Ltd (ACN 134 588 935) and any company later acquired by Reece Limited (ACN 004 313 133).