



The stainless steel specialists

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TERMS & CONDITIONS

1. **BILL OF QUANTITIES:** Our Tender price is limited to only the items in our Bill of Quantities or Quotation. Should you require any additional items they will be treated as variations and charged accordingly.
2. **PRICE VARIATIONS:** St Clair Group Pty Ltd trading as St Clair Sheetmetal and Ess Sea Stainless Pty Ltd reserve the right to refuse the sale of any product if a price variation is not accepted.
3. **QUOTATION VALIDITY:** The Quotation is valid for a period of seven (7) days only, with no exceptions. After this time, the price is liable to change. The Quotation may be withdrawn at any time prior to unconditional acceptance by the Client.
4. **GST:** Our total price will include GST. Should any changes occur or interpretations of the legislation by the Australian Taxation Department differ, the effect of these would also be to the account of the Client. The quoted price does not include any other taxes or government charges, which may be applied after the date of our Quotation.
5. **EQUIPMENT SELECTION:** The equipment offered is based on the manufacturer's specification and performance, which is subject to change at any time. We take no responsibility for the equipment selection and its performance to meet the requirements of the operator should the brand not be nominated in the tender documents.
6. **LOOSE ITEMS:** We have not included small wares unless clearly nominated. Examples are food pans / lids to cabinets / dishwashing baskets or additional shelves other than those supplied by the manufacturer. On acceptance of our Quotation, the Contractor/Client/Operator accepts the brands quoted, along with the manufacturer's Terms and Conditions of warranty that they provide.
7. **FINAL CONNECTIONS:** We have not allowed for the final connection of the equipment, ie. gas, electrical or plumbing. We have not included any flexible gas hoses or safety chains. We have not allowed for the supply of tapware, water filters or plug and wastes, unless specifically included in our tender or Quotation.
8. **WARRANTY:**
 - a. Proprietary Equipment – warranty on these items is based solely on the warranty supplied by the individual equipment suppliers and the terms and conditions they offer.
 - b. St Clair Group Pty Ltd / Ess Sea Stainless Pty Ltd – we have allowed for 12 months' parts and 90 days' labour excluding glass breakage, lights, heating elements or heating lamps and seals.
 - c. Existing equipment – we have not allowed to cover warranty on any existing equipment that is to be re-used.

Note: All warranty work is to be carried out between 06:00-15:30 hours, Monday to Friday. Additional charges will apply after hours and on weekends and public holidays.

9. **RETENTIONS:** No provision has been made in our price for retention to be held. Should this become necessary, prior written agreement must be evident.
10. **ACCEPTANCE OF QUOTATION/PAYMENT:** Once Quotation is accepted by the Customer, St Clair Group Pty Ltd trading as St Clair Sheetmetal or Ess Sea Stainless Pty Ltd will submit an invoice to the customer. For non-account holders a 60% Deposit is payable upfront for the project to commence with 40% balance payable on completion and prior to pick up or delivery if supply only or 30% payable prior to installation with 10% balance payable on completion. Account holders will be invoiced on the day of pickup, delivery or installation and must adhere to the payment terms outlined on the invoice. If products are not paid for in full, the receiver will allow St Clair Group Pty Ltd or their nominee to retrieve said products, without protest from any premises. At the discretion of St Clair Group Pty Ltd late payments will attract a fee of \$150.00 + GST accruing every 7 days. Any Debt Collection fees incurred are payable by the debtor. At the discretion of St Clair Group Pty Ltd credit card payments in excess of \$1,000.00 will incur a 1.5% surcharge.
11. **WORKSHOP DRAWINGS:** Workshop drawings will be submitted for approval by the Customer for items to be installed only upon receipt of a purchase order and deposit. If workshop drawings are required prior to receipt of a purchase order or deposit, a fee will be charged.
12. **OFFSITE PAYMENT:** To be able to offer competitive prices, we have tendered on the basis of ordering equipment immediately and storing it in our premises until the site is ready. To effect this we would require offsite payments for goods stored in our premises awaiting installation. These would be covered by our own insurance whilst stored in our factory.
13. **DELIVERY/INSTALLATION:** Quotations containing installation prices are subject to the following conditions:
 - a. Additional works required outside of the agreed contracted Scope of Works will require an onsite authorisation variation form completed and approved by the onsite project manager and/or others before any variation work has commenced;
 - b. St Clair Group Pty Ltd trading as St Clair Sheetmetal and Ess Sea Stainless Pty Ltd are not liable for items that have been damaged after packaging has been removed or negligence from mishandling by the customer/receiver.
14. **CLEANING:** No provision for builder's cleans or removal of plastic coatings have been allowed for unless specified in any Quotation from St Clair Sheetmetal.
15. **CANCELLATION:** Where the customer withdraws or cancels any order following acceptance by the supplier, the customer will pay to the supplier as a result of such withdrawal by way of liquidated damages an amount equivalent to twenty percent (20%) of the agreed price of the goods.

ORDERS FOR NON-STOCK ITEMS MAY NOT BE CANCELLED OR RETURNED UNDER ANY CIRCUMSTANCES AT ANY STAGE.
16. **STORAGE FEES:** Where completed items need to be stored at the supplier's premises due to site/customer not being ready to accept delivery/installation of items according to original documented time frames, a storage fee will be charged at a rate of \$100.00 + GST per week.