

DANIELA APPLIANCES PTY LTD
TERMS AND CONDITIONS OF SALE
EFFECTIVE FROM JANUARY 2024

1. Agreement

- 1.1 An agreement is made between Daniela Appliances and the customer when an invoice is created and the appliances, have been paid in full.
- 1.2 An agreement is made between Daniela Appliances and the customer when an invoice is created, and the service has been paid in full.
- 1.3 An agreement is made between Daniela Appliances and the customer when an invoice is created, and the bathroom ware has been paid in full.
- 1.4 An agreement is made between Daniela Appliances and the customer when an invoice is created, and the special order has been paid in full.
- 1.5 Daniela Appliances does not supply appliances, service, bathroom ware or any special orders outside of the state of New South Wales, Australia.

2. Customer

- 2.1 'Customer' means the person or entity whose name and address appears on the invoice as the purchaser of the appliances.
- 2.2 'Customer' means the person or entity whose name and address appears on the invoice as the purchaser of the service.
- 2.3 'Customer' means the person or entity whose name and address appears on the invoice as the purchaser of the bathroom ware.
- 2.4 'Customer' means the person or entity whose name and address appears on the invoice as the purchaser of the special order.

3. Price

- 3.1 The price payable by the customer to Daniela Appliances for appliances is the price stated in the invoice.
- 3.2 The price payable by the customer to Daniela Appliances for a service call is the price stated in the invoice.
- 3.3 The price payable by the customer to Daniela Appliances for bathroom ware is the price stated in the invoice.
- 3.4 The price payable by the customer to Daniela Appliances for a special order is the price stated in the invoice.
- 3.5 A quotation that displays a price is only a quotation and is valid for 30 days.
- 3.6 Quotations are subject to change without notice. A price increase for whatever reason may occur during the 30-day period and will be passed onto the customer.
- 3.7 Daniela Appliances will not be held responsible if a customer with a quotation commits to building a desired kitchen around the specifications of Daniela Appliances without full payment of the appliances first and the appliances become out of stock whilst the customer has a quote and not a sales order.
- 3.8 Daniela Appliances may be out of stock after a quotation has been issued to a customer, and it is for this reason, quotations have no priority in respect of the allocation of appliances to a customer.
- 3.9 No authority exists for any other business, whether online or a physical store other than Daniela Appliances to sell, resell, advertise or represent Daniela Appliances products in any capacity unless permission to resell an item was given by Daniela Appliances to do so.
- 3.10 Daniela Appliances does not supply any online stores or platforms to sell, resell, advertise or represent Daniela Appliances products in any capacity unless an agreement exists between Daniela Appliances and that business.
- 3.11 From time-to-time online businesses may advertise Daniela Appliances with the Appliance labelled "out of stock". This is to lure customers into that business's online platform. Please be aware that this is done without Daniela Appliances permission. Please contact Daniela Appliances and report this immediately.

4. Payment

- 4.1 Full payment is required at the time the invoice is generated.
- 4.2 American Express is accepted; however, a 2.5% surcharge will be added to the invoice to cover external merchant fees.

- 4.3 Daniela Appliances does not accept any types of cheques.
- 4.4 Daniela Appliances only accepts cash, EFTPOS and Bank transfers as methods of payment.
- 4.5 Bank transfers must clear immediately before stock is released and must have an invoice number or quote number as a reference point. No stock will be released without full and cleared payment.
- 4.6 Deposits that have been made for the purpose of holding stock will not be refunded after 14 days for any cancellation or change of mind. This will result in a forfeit of the deposit.
- 4.7 If a customer has made a purchase from Daniela Appliances and the product is out of stock or on back order, Daniela Appliances cannot give a certain time/date as to when the product will arrive.
- 4.8 An estimate of date can be supplied to a customer, however due to international freight and circumstances out of Daniela Appliances control, this is not certain.

5. Trading Hours

- 5.1 Showroom hours are 9:00 am - 4:00 pm.
- 5.2 Customers must arrive by 3:00 pm the latest to make a showroom selection.
- 5.3 Pick-up times will be between 9:30 - 3:00 pm. Please call-in advance to ensure ample time between customers.
- 5.4 Daniela Appliances staff will not be subjected to rude, abusive or aggressive behavior at the showroom or over the phone.
- 5.5 Staff members have been instructed to terminate any abusive and aggressive phone calls.
- 5.6 Staff members will have the right to direct any customers to leave the premises if any such behaviors are displayed.
- 5.7 At Daniela Appliances our staff strive to always give our customers the best price regardless of what the open market dictates as to what prices may be, therefore price hagglers or argumentative customers will not be tolerated and will be asked to leave the showroom immediately.
- 5.8 Staff members have a right to terminate any dealings with any customers without notice or explanation.

6. Deliveries

- 6.1 All deliveries need to be booked in with minimum 2-3 days' notice.
- 6.2 Daniela Appliances reserves the right to reschedule any delivery and are subject to change depending on the needs of the business on that certain day.
- 6.3 Notice will be given if the delivery date needs to be rescheduled.
- 6.4 All deliveries within a 15km radius from our warehouse will incur a \$110.00 delivery fee.
- 6.5 All deliveries within a 25km radius from our warehouse will incur a \$150.00 delivery fee.
- 6.6 All deliveries outside of this radius, and all city suburbs will incur a fee, to be quoted per an external courier company.
- 6.7 Strictly, all items must be received by the purchaser at the delivery location and must be signed for.
- 6.8 If a delivery is not signed for, Daniela Appliances will return the delivery back to the Smithfield warehouse and must be collected by the customer before 3.30 pm

Deliveries to construction sites

- 6.9 If a delivery address is a construction site and a Daniela Appliances driver deems it unsafe/dangerous, access is limited or the job site is muddy, flooded or not acceptable for trolleys to be used, the driver has the right to refuse delivery. The purchaser must organise to pick the items up from the Daniela Appliances warehouse.
- 6.10 No items will be delivered to un-attended construction sites, at the neighbors or by a person who has no written authority to take the items unless organised prior with Daniela Appliances management and must be by consent in writing.
- 6.11 Delivery point will be at the front of the construction site. The Daniela Appliances driver is not responsible to hand deliver each item into each dwelling. This is non-negotiable.

7. Returns

- 7.1 All returns will incur a 25% re-stocking fee.
- 7.2 Daniela Appliances will not accept returns of appliances that are damaged or missing the original packaging.
- 7.3 Daniela Appliances will not return, refund or exchange any sinks.
- 7.4 Daniela Appliances will only accept appliances in the original packaging the appliances were supplied to the customer at the time of purchase in and must be in re-sellable condition without damage and within 15 days of purchase.

7.5 Daniela Appliances has the right to refuse any returns on the basis that they are physically unworthy to be resold, irrespective of clauses 7.1, 7.2, 7.3 and 7.4 of this document.

8. Bathroom Ware and/or Special Orders

- 8.1 Bathroom ware requires specific handling; therefore, any refunds will have deductions. These deductions may include but are not limited to, handling fees, delivery fees, restocking fees and/or any time a Daniela Appliances staff member has taken to prepare a special order
- 8.2 Special orders require specific handling; therefore, any refunds will have deductions. These deductions may include but are not limited to, handling fees, delivery fees, restocking fees and/or any time a Daniela Appliances staff member has taken to prepare a special order.
- 8.3 The return of bathroom ware items will only be accepted if they are unopened and in re-sellable condition, i.e. No damage to packaging and within 14 days.
- 8.4 The return of special-order items will only be accepted if they are unopened and in re-sellable condition, i.e. No damage to packaging and within 14 days.
- 8.5 Returns or cancellations of special-order items will incur a 25% handling fee.
- 8.6 Daniela Appliances has the right to refuse any returns on the basis that they are physically unworthy to be resold, irrespective of clauses 7.1, 7.2, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 8.5 of this document.
- 8.7 Daniela Appliances will not hold bathroom ware orders for more than 7 days once they arrive at the Daniela Appliances warehouse. If the 7 days expires and the customers does not collect the order, Daniela Appliances will return the bathroom ware and refund the customer less 25% for handling fees, delivery fees, restocking fees and/or any time a Daniela Appliances staff member has taken to prepare the order.
- 8.8 Daniela Appliances will not hold special orders for more than 7 days once they arrive at the Daniela Appliances warehouse. If the 7 days expires and the customers does not collect the order, Daniela Appliances will return the bathroom ware and refund the customer less 25% for handling fees, delivery fees, restocking fees and/or any time a Daniela Appliances staff member has taken to prepare the order.
- 8.9 Daniela Appliances will not accept any returns for any of the bathroom ware after 14 days from purchase.
- 8.10 Daniela Appliances will not accept any returns for any special orders after 30 days from purchase.

9. Warranty

- 9.1 Daniela Appliances come with guarantees that cannot be excluded under the Australian Consumer Law.
- 9.2 The customer is entitled to a replacement or refund for a major failure.
- 9.3 The customer may be entitled to have the goods repaired or replaced (to be determined by Daniela Appliances), if the appliance fails to be of acceptable quality and the failure does not amount to a major failure.
- 9.4 Daniela Appliances warrants that the appliance will be free from defects in materials and workmanship for 24 months from the date the customer picks the appliance up from the warehouse or alternatively when it is delivered to the customer. Some appliances may be on backorder therefore, warranty will apply once the appliance arrives to Daniela Appliances and is dispatched to the customer.
- 9.5 Warranties as to the merchantability and fitness for purpose of Daniela Appliances are implied in Australian consumer protection legislation. The warranty described within the body of this document does not exclude or limit, any non-excludable statutory warranties and conditions implied by the Australian Consumer Law.
- 9.6 Daniela Appliances reserves the right to inspect the appliance and/or remove it from the premises and have it returned to the warehouse for further testing if it is unable to be diagnosed with an issue at the premises it currently occupies.
- 9.7 All orders require the customer to inform Daniela Appliances the exact address as to the location of where the appliance will be installed.
- 9.8 All details and information need to be emailed through the Daniela Appliances service email.
- 9.9 Warranty will not apply if it is identified by a customer that a Daniela Appliance is physically defective once unpackaged and the customer proceeds with the installation of the appliance, warranty will be void.
- 9.10 If a warranty claim is made for a Daniela Appliances product that was directly purchased from Daniela Appliances by the customer, the warranty information should be on file, if Daniela Appliances had previously received the address. However, if Daniela Appliances are not able to locate the order, the customer must provide a copy of the original invoice with the purchase details.
- 9.11 Sellers of Daniela Appliances products other than Daniela Appliances are responsible to provide the customer with an invoice which will allow the customer to make a warranty claim. It is not the responsibility of Daniela Appliances to

locate an invoice that should be in the possession of the seller and supplied to the customer for a Daniela Appliances product.

9.12 Warranty will not apply if the product/s is rendered faulty by a factor other than a defect in materials and workmanship. Such factors include but are not limited to the following:

- i. damage to the appliance through misuse (including failure to maintain, clean, service or use with proper care), neglect, or accident;
- ii. If an appliance is used for a purpose other than what this appliance is designed or intended to be used or made for;
- iii. use or installation (where applicable) which is not in accordance with any specified instructions for use or installation;
- iv. the use of an appliance after the fact a defect has been identified and the installer/customer continues to use the appliance;
- v. damage which has occurred by transportation, handling or in transit by other than a Daniela Appliances delivery driver;
- vi. damage through the use of chemicals, excessive voltage, vermin/insect damage or other forces or environmental factors outside of Daniela Appliances' control;
- vii. If the appliance is repaired, modified, tampered with or opened by the purchaser or any person other than an authorised Daniela Appliances technician; or
- viii. the installation of parts, components or accessories in the appliance which have not been supplied by or specifically approved by Daniela Appliances.

9.13 Warranty claims will not be accepted without an invoice.

9.14 Daniela Appliances warrants the original purchaser, and this warranty is not transferable.

9.15 Daniela Appliances will not cover any installation issues under warranty.

9.16 Daniela Appliances reserves the right to remove and test the appliance that a warranty claim is made for, to ascertain the extent and validity of the defect.

9.17 Warranty will be void if items are uninstalled from their current position and returned to Daniela Appliances warehouse without instructions to do so from Daniela Appliances service team.

Stainless steel and black appliances

9.17.1 Please see document labelled '*Recommendations for the cleaning and maintenance of stainless steel surfaces*' by Glem Gas Australasia Pty Ltd 2023. <https://www.glemgas.com/aus/download>.

9.17.2 The document '*Recommendations for the cleaning and maintenance of stainless steel surfaces*' by Glem Gas Australasia Pty Ltd 2023, can be considered as useful advice for the maintenance of stainless steel surfaces. Daniela Appliances cannot be held liable for damage resulting from the use of information found in this document.

9.17.3 Warranty will be void for stainless steel, black powder coated and black glass appliances if the appliances are rendered faulty by a factor other than a defect in materials and workmanship. Such factors include, but are not limited to the following:

- I. corrosion caused by compounds found in cleaning products. These compounds include but are not limited to; muriatic acid, hydrochloric acid, hypochlorite/bleach and ammonia.
- II. the lack of maintenance. This includes but is not limited to; the removal of limescale, oil, grease, paint residue from painters washing up, burnt on grease, grout from tilers, coffee or tea stains, glue streaks or residue and rust stains;
- III. other forces or environmental factors outside of Daniela Appliances' control;
- IV. misuse (including the failure to maintain, clean, service or use with proper care), neglect, or accident.
- V. The use of steel wool, brushes, abrasive disks/pads or metal utensil that may pierce, scratch or otherwise damage the appliance.

10. Product installation

10.1 Daniela Appliances may arrange for installation of ovens, cook tops, rangehoods, dishwashers and microwaves within metropolitan Sydney area provided that the required services and structures are available so as to house the

appliances, and no structural work is required.

10.2 Daniela Appliances will not make any amendments to the joinery or to new or existing stone. The customer is to organise for the joinery and the stone to be made ready for the appliances to be installed.

10.3 If an installer from Daniela Appliances attends a site and the appliances are not able to be fitted due to the fact joinery and stone was not made so as to house the specific Daniela Appliance, the customer must pay a \$150.00 call out fee.

10.4 Fees and charges apply for the installation of Daniela Appliances, this must be agreed to and paid for by the customer prior to installation.

10.5 Daniela Appliances is not liable for any loss or damage to product/s which occurs through installation by unlicensed trades people. Only a licensed trade person is to install Daniela Appliances.

10.6 Daniela Appliances recommends the products be installed in accordance with the Daniela Appliances installation instructions that accompany each product. If it is determined by a Daniela Appliances technician that the issue is one that is an installation fault and not one of the appliances itself, a service fee of \$150.00 and the cost to repair or replace the damaged appliance must be paid in full prior to any work being conducted.

10.7 If a product is installed at a location and for whatever reason a warranty claim is made for a product, do not remove the appliance in question and call the Daniela Appliances Service Team to have a technician attend.

10.8 If a product is removed and returned to Daniela Appliances before a technician can diagnose the appliance, warranty for the appliance will be void immediately.

11. Service

11.1 Full payment is required to be made to the service team prior to any service appointment being scheduled.

11.2 If a technician attends a scheduled warranty service call and during the repair identifies the issue to not be covered under warranty for whatever reasons the technicians deem it so, the technician will advise the service team and the customer immediately. A full payment must be made to Daniela Appliances before the technician continues with the repair.

11.3 A fee of \$150.00 is charged for all non-warranty related services. This fee covers the technicians attendance and diagnosis of the issue, where possible. This does not include parts.

11.4 If a customer who has confirmed a service call, cancels the appointment less than 24 hours of the confirmed service call date or simply does not attend, the customer must pay a \$150.00 re-booking fee.

11.5 If a technician attends a scheduled service call and is required to attend at a subsequent time, the customer will not be charged a second call out fee if the second call out relates to parts to complete the original call out.

11.6 If a technician attends a scheduled service call and finds the appliance is in good working order and not requiring a service, the customer will forfeit the booking fee of \$150.00.

11.7 A technician may attend a scheduled appointment and discover the appliance may require one or more parts to successfully repair it. The technician will advise the service team and the customer of this, and full payment must be made to Daniela Appliances before the technician continues with the repair. This does not apply to an appliance that is still under warranty (subject to section 8 'warranty' of our 'Terms and Conditions of Sale').

11.8 Daniela Appliances does not offer a cleaning service for any appliances.

11.9 All details, photos and videos need to be emailed through to our service team at (service@danielaappliances.com.au).

11.10 All communication needs to be sent through email.

11.11 Appointments given to customers are estimates only and are subject to change due to traffic, workload and environmental factors. The appointment window is only a guide and is subject to change without notice. The service team will always keep the customer updated where possible. All appointments are not guaranteed.

11.12 If a customer is not home when the technician arrives for the agreed scheduled appointment, a re-booking fee of \$150.00 will need to be paid prior to another appointment being booked.

11.13 Warranty service calls for any non-Daniela Appliances will require the customer to contact the warranty team for the company responsible for the product.

11.14 Daniela Appliances are not responsible for the warranty of other brands, notwithstanding Daniela Appliances may sell brands that are manufactured for or branded as Daniela Appliances. Please consult the brand directly for warranty.

11.15 Daniela Appliances does not service appliances out of the State of New South Wales.

12. Spare parts

12.1 Daniela Appliances is not liable for delays including sourcing the parts, or due to circumstances beyond the control of Daniela Appliances. This may include but is not limited to, freight, delivery or manufacturing delays.

12.2 Daniela Appliances will give an estimated time of arrival for out-of-stock items; however, this is not certain and is out of the control of Daniela Appliances.

12.3 Daniela Appliances will notify customers immediately once stock has arrived and is ready to be picked up.

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- 12.4 There is no guarantee that spare parts will be available for a specific appliance. It may so happen that certain appliances may be cancelled or deleted from the range.
- 12.5 Spare parts will not be available for appliances that have been cancelled or deleted from the range.
- 12.6 Please contact Daniela Appliances to ascertain if the spare part is available.
- 12.7 At times, the manufacturer of Daniela Appliances may supersede a certain product with a newer version. Please email Daniela Appliances for spare parts of the exact model the customer has already installed in the premises. It may be more cost-effective for a customer to upgrade to a newer model appliance than it is to repair it. Either way, Daniela Appliances will advise the customer first the best way moving forward.

Contact

Showroom: 6/9 Hume Rd, Smithfield, NSW 2164 – (02) 9604 1226

Accounts: accounts@danielaappliances.com.au

Service: service@danielaappliances.com.au

Sales/Quotes: sales@danielaappliances.com.au

Website: www.danielaappliances.com.au

