TERMS AND CONDITIONS OF TRADE

Flat Pack & Assembled Cabinetry – Supplied to Public

1. Definitions

"The Company" – BJ Walsh Designs Pty Ltd
"The Customer" – The purchaser as identified on the quote
"The Goods" – The cabinetry and associated products covered by this quote

2. Validity

Quotes are valid for 30 days from the date issued. The Company reserves the right to withdraw a quote at any time.

3. Acceptance

Work will not commence until acceptance is received in writing—via email, official purchase order, or signed quote approval.

4. Finishes

While we take care to provide high-quality finishes, natural variations in timber grain and colour may occur. The Company is not liable for such natural discrepancies.

5. Cancellations

Cancellations must be submitted in writing. The Customer must cover any costs incurred by The Company up to the date of cancellation.

6. Variations

All scope changes must be confirmed in writing. Any additional work due to unforeseen circumstances will require approval via email or signed variation prior to commencement. Pricing and completion dates may be adjusted accordingly.

7. Working Hours

Quotes are based on work conducted during standard business hours (38-hour week). Requests for work outside these hours will incur additional charges.

8. Supply Limitations

Delays due to factors beyond The Company's control (e.g. natural disasters, strikes, material shortages) may result in termination or rescheduling of the contract without liability for damages.

9. Timelines

Start and completion dates are estimates only and provided in good faith. The Company accepts no liability for delays.

10. Extensions of Time

Delays beyond The Company's control entitle us to an extension of time.

11. Risk and Ownership

Risk transfers to The Customer upon delivery or installation. Ownership remains with The Company until full payment is received.

12. Claims for Faulty Goods

Claims must be submitted in writing within 7 days of receipt of goods. Claims cannot exceed the invoiced value. Claims outside this period will not be accepted.

13. Title Retention

Ownership of goods does not transfer until full payment is received. Until then:
- The Customer holds goods as bailee.
- Goods must be safely stored.
- The Company may repossess goods if payment is not received.
- Recovery costs are the responsibility of The Customer.

14. Default

We may suspend or cancel work if:
- Terms are breached
- The Customer enters administration, liquidation, bankruptcy, or similar proceedings

15. Price Adjustments on Partial Orders

If line items are removed from a multi-item quote, The Company may revise pricing to reflect changes in shared costs (e.g. delivery, labour).

16. Design Responsibility

The Company is not liable for issues resulting from designs provided by The Customer. Final approval drawings are binding, and any changes post-approval are at The Customer's cost.

17. Progress Payments

For projects exceeding one month, progress invoices will be issued monthly.

18. Storage

If delivery is delayed by The Customer, full payment for stored goods is still required. Storage and handling fees may apply. The Company is not responsible for damage during extended storage.

19. Uncollected Goods

Goods not collected within 60 days of completion may incur storage fees. Goods not collected within 180 days after written notice may be sold, disposed of, or otherwise dealt with by the Company, with any costs deducted from monies held.

20. Retentions

Retention of payments is not permitted unless previously agreed in writing.

21. Site Access

For installations, site access must be available as agreed. Delays due to restricted access may result in additional charges.

22. Warranty

Workmanship is covered for 12 months. Material warranties are subject to manufacturer terms (e.g. Blum hardware has a lifetime warranty). Labour for replacements may not be included. Please confirm warranty specifics with us.

23. Customer Review

The Customer is responsible for reviewing all quote details—dimensions, quantities, specifications. Costs from errors or changes post-approval are the responsibility of The Customer.

24. Terms Overriding

These terms override any conflicting terms in The Customer's purchase order or other documentation.

25. Overdue Accounts

Accounts referred to collections will incur all associated costs, including legal fees. Interest applies to overdue accounts at 13% p.a.

26. Limitation of Liability for Delays or External Costs

While The Company takes care to ensure all goods are supplied correctly and complete, it is The Customer's responsibility to check all items upon delivery or collection prior to scheduling trades or commencing installation.

In the event that incorrect, missing, or damaged goods are supplied—whether due to error by The Company or otherwise—The Company's liability is strictly limited to the replacement or rectification of those goods within a reasonable timeframe.

Under no circumstances will The Company be liable for any external costs or consequential losses, including but not limited to:
- Tradesperson call-out or rebooking fees
- Installation delays
- Loss of income
- Third-party project penalties
- Any other costs resulting from delays or errors in supply

By accepting this quotation, The Customer agrees to these terms and accepts responsibility for confirming all goods are correct before works commence.

27. Delivery Terms

Delivery is to the front of the property or nearest accessible point by vehicle unless otherwise agreed in writing. The Customer must ensure clear and safe access for delivery.

The Company does not handle goods beyond this point or up stairs, lifts, or into internal areas unless pre-arranged. Any additional handling or redelivery charges due to site inaccessibility or missed delivery will be passed onto The Customer.

28. Inspection on Delivery

All goods must be inspected upon delivery. Any damages, missing parts, or incorrect items must be reported at the time of delivery or within 24 hours.

After this period, The Company assumes the goods have been accepted as supplied and will not be liable for any claims relating to damage, shortage, or incorrect supply.

29. Storage and Handling After Delivery

Once goods have been delivered, The Company is no longer responsible for damage due to improper storage, handling, weather exposure, or third-party transport or installation.

30. Flat Pack Assembly Responsibility

Flat pack cabinetry must be assembled and installed by competent individuals following standard practices. The Company is not responsible for damage or alignment issues caused during or after assembly, or due to installation on uneven surfaces.

31. Colour and Material Disclaimer

While samples, images, or descriptions may be provided, The Customer acknowledges that minor variations in colour, texture, or sheen may occur due to manufacturing batches, lighting, and screen/device representations. These are not considered defects.

Information about how we collect and use personal information, including cookies, is set out in our Privacy Policy.

By accepting a quote (via email, signature, or deposit payment), the Customer agrees to these terms.