

Terms & Conditions

All goods and services supplied by merchants using Harrier Sheds design and estimating software (“we”, “us” or “our”) to the Customer (“the Customer”, “you” or “your”) are supplied on the following terms:

1. MATERIALS QUOTED

If specified in the quote, we will include working drawings, producer statement, treated poles and timber, cladding, hardware and fixings as specified. Note – all quotes are based on preliminary plans and material lists only and will be subject to final engineering drawings and any price amendments that may be applicable. All quotes are valid for 30 days and we reserve the right to modify our price and specifications if required. In all cases, final specifications will comply with the applicable Building Code requirements.

2. DELIVERY

Any time stated for delivery or completion is an estimate only, and we will not be liable in any way for any delay or loss suffered by you, however caused. This includes no liability (including direct or consequential costs) whatsoever as a result of any delays. Delivery of all goods will be deemed to be completed upon collection of the goods by you, or delivery of the goods to you or to a carrier nominated (as applicable). Delivery of the component products must be available to be taken within 2 months of order confirmation. If delivery is not available to be taken within this time, we reserve the right to re-price any goods or services (if applicable). A nominated delivery address must have good, unrestricted, and safe access for large trucks.

3. RISK AND OWNERSHIP

Risk in respect of all goods passes to you when delivery of the goods is deemed to have been completed. Ownership of all goods remains with us until payment is received in full in respect of those goods. While under our ownership, our representatives may enter the premises where the goods are stored at any time and remove them. We will not be responsible for any loss, damage or costs which arise as a result of such entry and repossession. We may resell the goods to recover any outstanding debt owed by you.

4. RETURNS

We may, at our discretion, accept returns. We will only accept returns of goods that are part of our usual stock and readily sold and not custom made, and only if the goods are in the same repair and condition as when supplied and the customer will pay for the return of those goods. All returns must be made within seven days of delivery or as agreed in writing.

5. TERMS OF PAYMENT AND PRICES

All prices exclude GST unless otherwise stated. Pricing is based on a levelled site on “Good Ground”, i.e. soil with an ultimate bearing capacity of 300 kPa. A non-refundable deposit is required to confirm any purchase. If a purchase requires specialist services or made-to-order items, we will require payment to cover these items prior to ordering.

The balance of payments is to be paid or charged on account of the goods being collected or despatched for delivery (if we are delivering your products). Progress Payment Invoices will be issued and all payments are subject to our standard terms and conditions of trade.

Any variation to these payment terms must be agreed in writing by both parties. Errors or omissions made by us in any pricing, quoting, or invoicing are subject to correction by us. Without prejudice to any other rights, we may set off any debts or liabilities of you to us against any monies payable by us to you. When pricing, we will always apply “good faith” and quote a project based on our interpretation of the information we have received from you. We take no responsibility for quoting, designing, supplying, or building anything other than what we have quoted. It is the client’s responsibility to check all specifications that meet their requirements, and if not, to inform us in writing and for us to acknowledge receipt of this instruction from you in writing.

6. WARRANTIES AND LIABILITY

Where the goods are being acquired for the purpose of a business, the statutory guarantees under the applicable Consumer Acts are excluded to the fullest extent permitted by law. In the event those statutory guarantees do apply, these terms will be interpreted subject to those Acts. Defective goods or goods that do not comply with the contract will at our discretion be repaired or replaced, or the price of these goods refunded at our option. Our liability in respect of all goods and services is limited to this repair, replacement or refund, and we will not be liable (whether in contract, tort or otherwise) in respect of any other loss, injury or damage suffered by you, howsoever arising.

The plans and the accepted quote constitute the entire agreement between the parties and take precedence over all other communications between the parties, be they oral or written. If there is any discrepancy between the plans and specifications, the plans should take precedence. Variations can be made and if so, additional costs may apply.

Any right that you may have to reject non-conforming or defective goods or services shall only be effective if you notify us in writing immediately following delivery and we are given the opportunity to inspect the goods on site where the services were performed (as relevant). Our sheds are designed based on noted design loadings. As these can vary on the same property, it is the client's responsibility to ensure the assumed design loadings are applicable, and that the expected and any future end uses for the shed are appropriate for the design and materials supplied.

Except for any written warranties given by us to you, all warranties and representations (including those expressed or implied by law and those made by our agent) in respect of goods and services supplied are excluded to the fullest extent permitted by law.

7. DEFAULT

If you do not pay the balance of the purchase price by the due date, default interest may be payable by you, at our discretion, at a rate of 7.5% per annum above the overdraft rate charged by our bank, calculated on a daily basis on the unpaid proportion of the price from the due date until payment is made in full, both before and after judgement. We are entitled to recover from you all legal, client-solicitor and other costs incurred by us arising from the collection of the outstanding amount owing, or late payment, non-payment, or other breach of these terms by you. In the event of payment not being made by the due date, we shall be entitled to (without prejudice to any other right or remedy) suspend or terminate the contract (without prejudice to any party's rights or liabilities which accrued prior to suspension or termination) or take steps as we consider necessary to recover outstanding amounts.

8. GENERAL

We may, from time to time, amend these terms and conditions without notice. We may photograph the supplied product or building project and use the photographs for promotional purposes. The customer acknowledges that through acceptance of these terms, the customer grants a security interest (by virtue of the retention of title set out in these terms) to us for all goods supplied by us to the customer. If there is any inconsistency between the Harrier Sheds Terms and Conditions of Sale and the merchants' Terms and Conditions of Sale, the merchants' Terms and Conditions of Sale will prevail.

9. COPYRIGHT AND TECHNICAL INFORMATION

Ownership of all intellectual property rights in all drawings, specifications and other technical information provided or used by us in connection with the contract is vested exclusively in us. None of this information may be re-sold, transferred, or divulged to any party by you or on your behalf without our written consent.

10. BUILDING ASSEMBLY and INSURANCE

Once delivered or collected (whichever is applicable), the products and the building / assembly project will be insured by the customer. We accept no responsibility for the assembly of the building: this remains the responsibility of the customer and/or their nominated contractor.

As our initial estimates are based on preliminary plans and material lists only, we require the final engineering drawings before we can confirm a fixed price. Our estimate is subject to these final engineering drawings and any price amendments that may be applicable. All estimates are valid for 30 days and we reserve the right to modify our price and specifications if required. In all cases, final specifications will comply with the applicable Building Code requirements.