General Terms & Conditions

PAYMENT TERMS

1. The terms of payment are strictly 7 days from invoice date, or such other period as nominated by Firmcorp Pty Ltd ABN 92 680 870 875 Trading as Selbys Canvas and Shade.
2. For all new customers, 100% C.O.D. payment is required prior to commencement of manufacturing. All C.O.D payments can be made either via direct deposit or major credit cards (excluding AMEX & Diners Club). A processing fee of 1.9% applies to all credit card payments. Selbys Canvas and Shade will take all reasonable and feasible steps to ensure the security of any personal information associated with this payment method.
3. Selbys Canvas and Shade will provide a tax invoice for every transaction. All prices are subject to 10% GST.
4. If an account falls into arrears, property in goods does not pass to the purchaser until the purchaser has paid the purchase price in full and there is no purchaser's debt outstanding to Selbys Canvas and Shade.
5. An additional shipping fee will be included when required by the customer. Costs of shipping are dependent on the location of the delivery address. Products will only be shipped out once payment has been confirmed.
6. An additional tipping fee will be charged when a customer requests disposal of any product or material returned to the Selbys Canvas and Shade or left at our premises without prior written approval.

PAYMENT AND COLLECTION

7. Custom products are made to your specifications and are not resalable to other customers. Once your order is placed and confirmed, production will begin immediately, and full payment will be required upon completion.
8. If the product is not collected 14 days from the manufacture completion date, we may charge a storage fee or take further action to recover the cost.
9. In placing this order, you are entering into a binding agreement. Failure to collect or pay for the item will be considered a breach of contract and may result in legal recovery actions.

GENERAL TERMS

10. All products supplied are designed to be used for the recommended purpose. In all cases, Selbys Canvas and Shade product warranty excludes normal wear and tear, wind damage, use of unreasonable force, failure of reasonable care, inadequate or incorrect installation and incorrect measurements provided by the customer. Selbys Canvas and Shade will only consider claims resulting from manufacturing faults or defects.
11. All fabrics supplied by Selbys Canvas and Shade are covered with the formal manufacturer's warranties. All final decisions regarding repairs and replacements are made by the manufacturer. Warranty does not cover damage to products caused by improper installation.
12. Where any faults or defects result from errors on the part of Selbys Canvas and Shade, we will provide the customer with a replacement product or repair of the product. In all cases, liability is limited to repair or replacement of our products and not to any extended use of the product.
13. All claims or queries regarding goods must be notified within 14 days of receipt of goods for any claim in respect of goods to be considered.
14. No goods are returnable except by prior arrangement.
15. If any fabric or other product sold under this invoice later becomes the subject of complaint, we reserve the right to consider expert evidence by our suppliers and recognized industry associations as conclusive of the complaint.
16. Liability is limited to the replacement of the subject goods or, if supply of goods is no longer available, to replacement with the closest equivalent merchandise from the current available stock range.
17. Liability for any negligence, or any consequential loss, is expressly excluded.
18. These Terms & Conditions may be varied from time to time. Even if we do not insist on them strictly on an occasion they still stand for all occasions.
19. No standard Terms & Conditions or Conditions of Sale used on the customer's documentation will apply to any transaction unless the directors of the company have expressly so agreed.