

Unit 2 31 Dixon St Yatala QLD 4207 07 32084625 E: <u>sales@aquapulsespas.com.au</u> W: www.aquapulsespas.com.au

Zone 2 Standard Home Delivery Terms & Conditions

Although Aqua Pulse Spas take payment for your delivery this is not a contract of delivery between Aqua Pulse Spas and the customer, the freight contract is between the delivering freight company and the customer. All final location home deliveries are referred to third-party freight companies and as such the delivery contract is made between the customer and the freight company direct. Aqua Pulse Spas is not the freight company and will not be held responsible for any damages caused to you or your property by the freight company, your acceptance of these terms releases Aqua Pulse Spas from damage to property. It is the customers responsibility to make sure that the appropriate insurances are in place before the delivery takes place.

It is the customer's responsibility to ensure that the contracted freight company has the required access for the product to be delivered to the final location chosen by the customer. At no time will Aqua Pulse Spas be held responsible for a product which cannot be placed in the final location chosen by the customer. The freight company also will not place the product in a final location if the freight company deems it to be unsafe to do so or that it will cause damage to the product itself. If the product needs to have part of or all its protective packaging removed to complete the delivery the liability for damage to the product and property passes to the customer. You will be asked to sign a release for damage to property form if you wish the delivery company to proceed past this point.

Prior to the customer signing for the goods being received the freight company will unwrap the goods for inspection, the freight company will not remove the product pallet & packaging from your site. If you choose not to unwrap the product for inspection or the product remains wrapped for any reason whatsoever you are taking liability for any damages found on that product once unwrapped.

All Zone 2 standard home delivery prices are quoted as a standard delivery which requires the following to be confirmed by the customer:

Measuring your chosen delivery route, you will need to consider the following:

The product height will need to be increased on one side by 33cm to allow for the delivery trolley to be placed underneath the product. You should also allow a further 10cm in width to allow for a safe clearance for the spa to travel through. You need to make sure that there is clear access in height and width along the delivery route please consider: Gate heights & widths, overhanging gutters, air- conditioners, trees etc, is there enough corner clearance for turning the spa and is the route free of steps and raised areas such as garden beds and retaining walls? If going through a gate we will need a clear straight area on both sides of the gate equal to the length of the spa travelling through. When receiving a standard delivery your product will not be manually lifted along the delivery route. You need to make sure that there is clear access from the roadside to the final location for the product to be trolleyed through which is free of steps and raised areas such as garden beds. If at any stage in your route prior to the final location the product cannot proceed any further on the delivery trolley the freight company will leave the product in the next best location possible. The freight company will advise you if they believe it is possible to get the product into your desired location. There may be the need for extra manpower, or they may require you to remove an obstacle. If this is to occur, you are still liable to pay the freight company the original agreed delivery charge on that day. The freight company will organize an alternate day to return to complete the delivery, this will incur additional freight charges.

Your final location must be on the same level as the delivery trolley. If your product requires lifting or lowering past this level this will not be a standard delivery and you must notify us prior to the delivery.

If you are not 100% certain that you have the access required for your delivery, please contact us prior to your delivery. If we do not hear from you prior to your delivery, we will take that as you confirming you have the required access for a standard home delivery.

Once your goods are ready for your Zone 2 standard home delivery Aqua Pulse Spas will contact you and provide you with the loading date from our Queensland warehouse. Once you have accepted your loading date physical space on the truck gets allocated to you and we CANNOT cancel your space, if you do cancel your allocated space and we are unable to re-fill the space you will be liable for the delivery fee charged. The day your goods are loaded onto the truck we will then send you an email with contact details for the freight company. The freight company will contact you within 24 hours' of taking possession of your spate to supply you with the delivery date and time estimate. Standard delivery times are between 6am to 7pm, you must accept delivery of your goods on the day and time requested by the freight company. If you refuse to take delivery on the requested time and day the goods will be returned to Aqua Pulse Spas in Yatala Queensland, and you will be liable for the initial freight charge as well as the return freight charges to return your goods to Aqua Pulse Spas. You will also have to pay the re delivery fee if you decide to have the goods re delivered to you.

Under no circumstances will Aqua Pulse Spas refund money for any delivery charges whatsoever.