Terms & Conditions

Definitions
In this Agreement, the following words have the following meanings:

"Agreement" means these terms and conditions and any variation to or replacement of them;
"Bicycle" means the bicycle (or bicycles or parts thereof) the Customer has requested the Company to repair;
"Fees" means the Company’s fees for performing the Works;
"Company" means LUESCHER TEKNIK PTY LTD (ACN 132 685 619);
"Customer" means the person, body, firm or company with whom the Company enters into this Agreement for the sale of goods and/or the supply of Works services by the Company;
"Works" means the repair works performed by the Company for the Customer (or at the request or direction of the Customer).

1 Formation of Contract
1.1 All works will be undertaken and all goods and services supplied by the Company are subject to these terms and conditions, no other terms, conditions or warranties are to be implied into the Contract unless expressly accepted in writing by an authorised representative of the Company.
1.2 Before purchasing any goods or services from the Company the Customer agrees that they have read, understood and accept these terms and conditions.
1.3 These conditions bind the Company, the Customer and their respective successors and assigns.

2 Freight
2.1 The Company will not take responsibility for items sent to us before they are signed for. If your item is damaged before arrival, it is up to you to claim against the carrier for this damage/loss.
2.2 The Company uses a variety of transportation methods depending on your location, urgency, size of package, etc.
2.3 The Company will not be liable for any losses of any kind including negligence due to the carrier.
2.4 The Customer must notify the Company in writing if insurance is required, any insurance is to be arranged at the Customers expense.
2.5 Unless specifically stated otherwise all prices are expressed net of any applicable freight and insurance charges.

3 Payment
3.1 The Company accepts EFT payments, cash or bank cheque only. No credit card facilities available. No personal cheques unless by prior arrangement.
3.2 Unless otherwise agreed in writing, the Customer must pay for all repairs, services, parts, accessories or other goods in full at or before collection. We will not give you credit or invoice jobs for later payment unless prior arrangements have been made. If payment is made by cheque the Company may refuse to release the Customer’s assessed, repaired or ordered goods until the cheque has been cleared.
3.3 All goods remain the property of the Company until payment is made in full.
3.4 No disputes arising under the Contract, nor delays beyond the reasonable control of the Company, shall interfere with prompt payment in full by the Customer. Should the Customer query an item on any invoice this does not provide cause for non-payment of the remainder of that invoice by the due date.
3.5 The Company, without prejudice to any other rights, reserves the right to charge interest on overdue accounts at the rate of 2.5% above the minimum lending rate of the Company’s bankers applicable from time to time.
3.6 Each request for Works shall be considered a separate and independent transaction and payment therefore shall be made accordingly.
3.7 The Company reserves the right to assign any overdue amount to a debt collection agency for recovery of outstanding monies. All fees and charges from the debt collection agency, together with any legal fees and charges incurred from this action, will be added to the outstanding amount and payable by the Customer.

4 GST
4.1 Generally, all prices are inclusive of GST, however, in the event GST is inadvertently left off GST shall be added to the amount to be paid by the Customer if required unless the Company provides the Customer with an authorised tax exempt certificate.
4.2 Any GST shown on an estimate for service or repair will be the GST rate in force at the time the estimate was prepared. The GST charged to the Customer on completion of the service or repair will be the rate applicable at that time.

5 Passing of Risk and Property
5.1 All sales are ex-store point of consignment. Risk in the goods passes to the Customer when the goods are collected by Customer or loaded at the Company’s premises for delivery to the Customer or the Company’s supplier point of sale in the event of a direct shipment. Risk of loss or damages in transit is the responsibility of the Customer.
5.2 The Company shall retain title to the goods and reserves the right to hold any goods after the completion of its repairs until such time as all accounts are paid in full.
5.3 The fact that the Company retains title to the goods until they have been paid for shall not affect its right as an unpaid seller or the passing of the risk of the goods to the Customer pursuant to clause 5.1. Furthermore if payment is overdue, or the Customer enters into bankruptcy, liquidation, administration, a composition with their creditor, has a receiver or manager appointed over all or any of its assets or becomes insolvent, the Company shall be entitled without prejudice to any other remedy, to repossess goods belonging to it and to enter any premises of the Customer without notice for the purpose.
5.4 Any property of the Customer’s under the Company’s custody or control will be entirely at the Customer’s risk as regards loss or damage caused to the property by it.
5.5 Where goods are left at the Company’s premises after the Customer has been notified that said goods are ready for pick-up or shipping details have been requested, the Company reserves the right, after 30 days, to charge a storage fee, based on current commercial rates, for the area occupied by the goods plus revenue lost by the Company as a result of not having this space available.
5.6 For goods in clause 5.5 we will commence disposal procedures under the “Uncollected Goods Act 1961” as set out in clause 11 below.

6 Quotations and Estimates
6.1 Where the Company provides a quotation to a Customer, that quotation shall be available for acceptance by the Customer for a maximum period of fourteen days, unless otherwise expressly agreed in writing by an authorised representative of the Company or unless an expiry date is specifically noted on the quote in which event the expiry date on the quote takes precedence. The Company may by written or oral notice vary or withdraw any quotation at any time prior to the Customer’s acceptance by post, fax or email. The Customer may not alter or modify the quote without the written consent of the Company.
6.2 Where the Company provides the Customer with an estimate for any works to be undertaken or goods supplied, such estimate is merely an invitation for provision of goods or services to the Customer’s specification and shall not give rise to any contract between the parties and will be subject to variation in the price of parts, materials, labour or other costs and charges where any such may increase between the date of estimate and the completion of the works or the supply of the goods by the Company. Furthermore, in the case of service and repair, any estimate will also be dependent upon any further works or parts identified as being necessary by the Company.

7 Special Orders
7.1 The Customer may only cancel a special order if the Company is advised in writing and the notice received by the Company:
   a) prior to the despatch from the Company’s premises, for a standard product normally stocked by the Company; or
   b) prior to the Company placing purchase orders on suppliers and is unable to cancel those purchase orders without attracting cancellation charge.
   c) prior to the Company commencing manufacture of a customised product.
7.2 Commencement of manufacture shall be deemed to have occurred when the Company has used or violated material used for manufacture or raised purchase orders for material to enable manufacture and is unable to cancel those purchase orders without attracting cancellation charges or has commenced assembly or conversion of an item whether normally stocked or otherwise.

8 Warranty
8.1 Unless otherwise stated, the Company warrants repairs are free of defects for a period of five (5) years for structural work and one (1) year for paint or refinishing work from the original date of the relevant Works. All goods obtained from a manufacturer are supplied by the Company to the Customer on an “as is” basis without any warranty of any kind. However the Company shall assign to the Customer, in so far as it is able to do so, the benefit of any condition, warranty or guarantee expressed or implied in the Company’s contract with its own supplier. All warranties will be carried out at the Company’s premises.

8.2 If a repair fails due to what the Company considers at its sole opinion to be a design or manufacturing fault of the original bicycle, the Company will not be held liable and any warranty will be void. Examples of this include but are not limited to, adhesive bonding of metallic components, wear surfaces such as rims, bearing stress surfaces such as dropouts and seat clamps.

8.3 This warranty does not apply to normal wear and tear, defects or failures resulting from abuse, neglect, accidents, improper maintenance, or unauthorized modification.

8.4 The Company reserves the right to declare void any warranty claim where the claimant does not extend to the Company a reasonable opportunity to fully inspect the goods, application and circumstances of the claim.

8.5 Unless otherwise stated to the contrary by the Customer on their official order the Company will supply the goods and services on the understanding they will be used in environments specified by the manufacturer of the goods.

8.6 Subject to clause 8.7, clause 8.1 sets forth the full extent of the Company’s obligation and liability to the Customer with respect to the goods and services supplied and all terms, conditions, warranties and representations that might otherwise be implied by statute or otherwise are hereby expressly excluded.

8.7 Certain legislation including the Consumer and Competition Act, 2010 imply warranties or conditions or impose obligations upon the Company which cannot be excluded, restricted or modified except to a limited extent. These conditions must be read and construed subject to such statutory provisions. Where such statutory provisions apply to the extent to which the Company is entitled to limit its liability then its liability shall be limited at its options to:

a) In the case of a supply of goods manufactured by some party other than the Company that have not been subjected to, modification or repair by a party other than the Company, neglect or abuse by the Customer:

(i) the replacement of goods or supply of equivalent goods;
(ii) the payment of the cost of replacing goods or acquiring equivalent goods;
(iii) the payment of the cost of having the goods repaired; or
(iv) the repair of the goods.

b) In the case of goods that have been manufactured or repaired by the Company or its agent the Company will provide warranty for five (5) years and one (1) year in the case of paint or refinishing work from the date of sale for defects in material or workmanship that are not attributable, in the opinion of the Company, to modification or repair by a party other than the Company, neglect or abuse by the Customer:

(i) the replacement of goods or supply of equivalent goods;
(ii) the payment of the cost of replacing goods or acquiring equivalent goods;
(iii) the payment of the cost of having the goods repaired; or
(iv) the repair of the goods.

c) In the case of service repair the Company will provide warranty in relation to the labour for three (3) months from the date of sale for defects in workmanship that are not attributable, in the opinion of the Company, to modification or repair by a party other than the Company, neglect or abuse by the Customer:

(i) the supply of the services again; or
(ii) the payment of the cost of having the services supplied again.

d) Specifically excluded from the above warranties are:

(i) items considered to be consumables, perishables and wear items, such as (but not limited to) derailluers, chains, magnetrons, globes, decals etc; and
(ii) items considered to be maintenance such as (but not limited to) periodic preventative maintenance tasks.

9 Limitation of Liability
9.1 The Company will not be liable for any damages, losses, negligence, injuries, costs or expenses of any kind, which arise out of, or result from, any use of, or inability to use, any aspect of the repair and/or assessment service.

9.2 To the extent permitted by law and subject only to any exceptions contained in these conditions, the Company shall under no circumstances be liable in any way whatsoever to the Customer for any form of loss, damage or expenses sustained or incurred by the Customer or any other party in consequence of or resulting directly or indirectly out of the supply of the goods or services by the Company, the use or performance thereof, any breach by the Company of any provision of any contract incorporating these terms and conditions or the negligence of the Company or its servants or agents, and limits any liability it might nevertheless have to a maximum amount being the invoiced price of the goods or services in question.

10 Delays & Force Majeure
10.1 The Company will use its best endeavours to complete the repair, service or other works by the date and time requested by the Customer. However, the Company can offer no guarantee with respect to the provisions of this clause and cannot accept responsibility for delay resulting from reasons beyond its control.

10.2 In the event of the performance of any obligation accepted by the Company being prevented, delayed or in any way interfered with by any direction of government or other competent authority, industrial dispute, strike, breakdown of plant or machinery, accident, fire, flood, extreme drought or other natural disaster or disease or by any other cause beyond the Company’s reasonable control neither party will be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in the performance, or the non-performance of any of its obligations under this agreement (other than an obligation to pay money) but the Company may, at its sole option, suspend performance or cancel its obligation under the Contract without damage or consequential loss arising.

10.3 Delivery time shall not be the essence of the contract.

10.4 Delivery dates are estimated in good faith by the Company.

10.5 Under no circumstances shall the Company be liable for damages (including consequential, special and incidental damages) for failure to deliver or delay in delivery however occasioned.

10.6 The Customer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

10.7 If delivery is in installments, delay in delivery of any installment shall not relieve the Customer of its obligation to accept the remaining deliveries.

11 Storage
11.1 You agree to promptly collect and pay for your repairs or service fees. Please note that uncollected goods will be disposed of pursuant to The Disposal of Uncollected Goods Act 1961 which covers inspection, custody, storage, repair and other treatment of goods. Under this Act, uncollected goods may be sold six months after the date on which they were ready for collection to recoup the unpaid charges, storage fees, and costs of disposal by public auction (such as Ebay).

11.2 This provision may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.

12 Paintwork
12.1 If partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match at this time or after.

12.2 Some decals may not be readily reproducible, in this case alternatives may be supplied or the decal omitted.
12.3 The Company will not be liable for any discolouration of surface finish due to elevated temperature curing of resins used in repair.

13 Bicycle Safety
13.1 The Company reserves the right to refuse to carry out any repairs, servicing or other works on any bicycle which, in their sole opinion, they consider to be unsafe.
13.2 Where the Company is undertaking works for the Customer and identifies, in its sole opinion, a need for further essential safety related repair, the Customer will be advised accordingly. Should the Customer refuse to authorise such further repair, the Customer will pay any fees for works done up to this time
13.3 The Company will not be liable for any costs if a repair attempt fails and is considered not satisfactory and the bicycle is rendered not suitable for further use.
13.4 Unless specifically requested by the Customer to return replaced parts the Company reserves the right to dispose of items replaced during a repair in our workshop, at the time the repaired item is collected or dispatched. Should the Customer have sighted the parts during the repair and replacement agreed on, those parts so replaced will be disposed of immediately.
13.5 Should the Customer require replaced parts to be held for a period after completion of the work, the maximum period such parts will be held shall be the normal payment period as subject of clause 11.

14 Claims
14.1 The Customer shall inspect all goods supplied upon delivery. The Company shall not be liable for shortages and other errors in delivery unless the Customer submits a claim in writing to the Company within 24 hours of the delivery to which the claim relates.
14.2 Goods cannot in any circumstances be returned to the Company without prior written consent of an authorised employee of the Company and providing that goods:
   a) have not been used and are otherwise in “as new” condition;
   b) are in original packaging;
   c) have been returned within 7 days of delivery; and
   d) satisfy the quality standards as determined by the Company.
14.3 A minimum restocking fee of 20% of the invoiced price of the will be charged by the Company for any goods returned by the Customer under clause 14.2. This fee will vary according to whether the goods are a normally stocked item or needs to be returned to a supplier which entails transport and/or a restocking fee charged by the supplier.

15 Sub-Contract
The Company reserves the absolute right, exercising its sole discretion, to arrange for any repair, service or other works to be undertaken by other competent parties. The Company shall not be obliged to disclose to the Customer any details of any such repair, service or other works so sub-contracted.

16 Intellectual Property
Unless otherwise agreed in writing, the Company retains the ownership and rights in all intellectual property developed in the delivery of the services and are free to use this intellectual property in the development and sale of other goods.

17 Advice and Information
Any advice, recommendation, information, assistance or service given by the Company in relation to goods sold or manufactured or Works by the Company or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability and the Company does not accept and liability or responsibility for any loss suffered from the Customers reliance on such advice, recommendation, information, assistance or service.

18 Governing Law
This Agreement is governed by and is to be interpreted in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State.

19 Severability
If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

20 Other
20.1 The Company may use images, video or other media of customer supplied goods in any social media platform.
20.2 The Company may collect and use physical data or any other properties on customer supplied goods.
20.3 Any failure by the Company to enforce the provisions of this Agreement shall not be or be construed as a waiver thereof, nor shall any custom or practice which may develop between the Customer and the Company be construed to waive or reduce the right of the Company to insist upon the observance or performance by the Customer of any of the Customer’s obligations under this Agreement.
20.4 If any provision or paragraph of this document is determined to be illegal and unenforceable it shall not effect the enforceability of any other provision or paragraph of this document.
20.5 Headings are included for ease of reference and do not form part of or effect interpretation of these conditions.