

S+M

RECOVERY

Terms and Conditions



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www.smrecovery.com.au

SHOWROOM

24 Hasler Rd,
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Terms & Conditions for S+M Recovery

1. Introduction

1.1 Acceptance of Terms

By using the S+M Recovery website and services, you agree to comply with and be bound by these Terms & Conditions. If you do not agree with these terms, please do not use our website or services.

1.2 Changes to Terms

S+M Recovery reserves the right to modify these Terms & Conditions at any time. Any changes will be effective immediately upon posting on our website. We encourage you to review these terms periodically. For significant changes, we may notify you via email or through a prominent notice on our website.

2. Website Usage

2.1 Intellectual Property

All content on the S+M Recovery website, including text, graphics, logos, and images, is the property of S+M Recovery and is protected by copyright and trademark laws. You may not reproduce, distribute, or otherwise use any content from our website without our express written permission.

2.2 User Conduct

You agree to use our website only for lawful purposes. You must not engage in any activity that interferes with or disrupts the operation of the website. S+M Recovery reserves the right to terminate access for users who engage in prohibited activities, and legal action may be taken if necessary.

3. Shipping Policy

3.1 Shipping Methods

Due to the size of our items, most products are shipped via road freight or air freight, depending on the size and weight of the item. Smaller items may be shipped via standard courier services. We partner with trusted couriers to ensure safe and timely delivery of your orders.

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3.2 Shipping Costs

Shipping costs are calculated at checkout based on the size, weight, and destination of your order. Typical shipping costs range from \$300 to \$750. If shipping costs display as \$0 during checkout, please contact us for a personalized shipping quote.

3.3 Regional Shipping Costs

For regional areas, additional shipping costs may apply due to the increased distance and logistical requirements. Shipping quotes for regional areas will be provided at checkout based on your specific location. Please contact us for a detailed shipping quote if you are located in a regional area.

3.4 Free Shipping

Some items or orders may include free shipping as part of a promotional offer or specific conditions. Eligible items will be marked as "Free Shipping" on the product page. If you have any questions about whether your order qualifies for free shipping, please contact us for more information.

3.5 Delivery on Pallet

Orders will be delivered on a pallet. The courier will aim to deliver to your front door, into a secured garage, or another accessible location as specified. Please note that most couriers operate with only one driver, which may limit their ability to move the pallet to locations beyond the front door or accessible areas. If you have specific delivery instructions or access constraints, please inform us in advance to facilitate a smooth delivery process.

3.6 Delivery Appointment

For large or heavy items, the courier may contact you to schedule a delivery appointment. Please ensure someone is available to receive and inspect the shipment upon arrival.

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3.7 Reporting Shipping Issues

If you experience any shipping issues or damage to your order, please report the issue to us within 24 hours of delivery. To facilitate a claim with our third-party transport company and ensure our insurance coverage, please provide time-stamped photos of the damage or issue, including the damaged item and the packaging, as well as details of the location where the issue was identified. Failure to report issues within this 24-hour window may result in the voiding of our insurance claim. Please note that failure to report issues within this time frame may limit our ability to provide a resolution.

4. Warranty Policy

4.1 Warranty Coverage

Our products come with a warranty against defects in materials and workmanship. Warranty details vary by product and are outlined in the product documentation. This warranty is provided in addition to any rights you may have under Australian Consumer Law.

4.2 Claim Process

To make a warranty claim, contact our customer service team with your proof of purchase and details of the issue. Warranty claims must be made within the warranty period specified for your product.

5. Products

5.1 Product Information

We strive to provide accurate product descriptions and images. However, product specifications and availability may change. Please note that variations in colors or appearance due to differences in display screens are not considered a defect.

5.2 Custom Orders

Lead times for customized orders vary between 8 to 16 weeks. At the time of ordering, you will be provided with an estimated time frame based on production lead times, current order volume, and any potential port

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delays. We will keep you updated on the status of your order and inform you of any third-party delays, especially if the custom order involves overseas partners. Please note that delays outside of S+M Recovery's control do not entitle you to cancel the order or seek compensation.

6. Online & In-Store Purchases

6.1 Online Purchases

Orders placed Online are subject to our Online payment and shipping policies.

6.2 In-Store Purchases

In-store purchases are subject to our store policies and may differ from Online terms. In the event of discrepancies between Online and in-store policies, the specific terms presented at the time of purchase will take precedence.

7. Payment Methods

7.1 Accepted Payments

We accept various payment methods including credit/debit cards and online payment systems. Orders will only be processed once full payment is received.

7.2 Payment Security

We use secure payment gateways to protect your payment information and comply with PCI DSS (Payment Card Industry Data Security Standard).

8. Social Media

8.1 Engagement

We encourage engagement on our social media platforms but reserve the right to remove content or block users that violate our guidelines.

8.2 Content Use

By interacting with us on social media, you grant us permission to use your content for marketing purposes.

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9. Feedback & Reviews

9.1 Submission

We welcome feedback and reviews about our products and services. By submitting feedback, you grant us the right to use your comments for promotional purposes.

9.2 Content Moderation

We reserve the right to moderate and remove reviews that are inappropriate, defamatory, or do not meet our guidelines.

9.3 Defamation and Legal Action

S+M Recovery will not accept any defamatory remarks or false statements regarding our company. We reserve the right to take legal action against individuals or entities who engage in defamation or spread false information about our business. However, we encourage honest and constructive feedback.

9.4 Resolution of Issues

We encourage any unhappy customers to contact us directly before posting negative feedback. We are committed to resolving any issues and addressing concerns promptly. Please reach out to our customer service team to discuss and resolve any problems you may have.

10. Legal

10.1 Limitation of Liability

To the fullest extent permitted by law, S+M Recovery is not liable for any indirect, incidental, or consequential damages arising from the use of our products or services. Our liability is limited to the purchase price of the product or service in question.

10.2 Governing Law

These Terms & Conditions are governed by the laws of Australia. Disputes will be resolved in the appropriate courts within Australia, specifically within the jurisdiction of Australia-wide.

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11. Customer Relations

11.1 Support

For any questions or issues, contact our customer service team. We aim to provide prompt and effective assistance.

11.2 Privacy

We value your privacy. Our Privacy Policy outlines how we collect, use, and protect your personal information. Please review our Privacy Policy for more details.

12. Product Installation

12.1 Installation Services

We offer installation services for certain products. Details and availability are provided upon request.

12.2 Customer Responsibility

If you choose to self-install, ensure compliance with all provided instructions to avoid voiding the warranty. S+M Recovery is not liable for any damage or issues that arise from improper installation.

13. Refund Policy

13.1 Refund Eligibility

Refunds are available for returns within the specified period, provided the product is in its original condition and packaging. Custom orders may not be eligible for refunds. Please refer to the product details or contact our customer service team for more information.

13.2 Change of Mind

If you change your mind about a purchase, you may be eligible for a refund or exchange, subject to the following conditions:

- **Return Period:** Requests for returns due to a change of mind must be made within 7 days of receiving your order.

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- **Condition:** The product must be unused, in its original condition, and in its original packaging.
- **Associated Costs:** The customer is responsible for all associated costs, including:
 - **Return Shipping:** Costs of returning the product to us.
 - **Un-Installation:** If the product has been installed, the customer is responsible for the cost of un-installation.
 - **Transport:** Costs related to the transportation of the product from and to the original location.
 - **Return Costs:** Any additional costs associated with returning the product.

13.3 Incorrect Orders

If you have received an incorrect order, please notify us via email within 24 hours of delivery. To be eligible for a refund or exchange, the following conditions must be met:

- **Notification:** Contact us via email within 24 hours of delivery to report the incorrect order.
- **Condition:** The product must be unused, in its original condition, and in its original packaging.
- **Return Shipping:** You are responsible for the cost of return shipping unless the mistake

13.4 Refund Process

To request a refund, contact our customer service team with your order details. We will provide instructions for returning the product. Refunds will be processed to the original payment method after we receive and inspect the returned product. Please allow up to [specific time period, e.g., 14 days] for the refund to be processed.

13.5 Non-Refundable Items

Certain items, such as custom orders or products marked as non-refundable, may not be eligible for refunds. Please refer to the product details or contact our customer service team for more information before making your purchase.

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14. Contact Information

14.1 Customer Support

For any inquiries, please contact us at:

- **Email:** sales@smrecovery.com.au
- **Phone:** 0423 894 984
- **Business Hours:** 9:00 AM - 1:30 PM, Monday to Friday

15. Behavior Policy

15.1 Respectful Communication

S+M Recovery is committed to providing a positive experience for all customers and staff. Abusive, threatening, or inappropriate behavior towards our team or other customers will not be tolerated.

15.2 Actions Against Misconduct

We reserve the right to take necessary actions against individuals who engage in abusive or threatening behavior. This may include suspension or termination of services and legal action if required.

Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms & Conditions, S+M Recovery will make reasonable efforts to resolve the issue directly with the customer. If the dispute cannot be resolved amicably, it may be referred to mediation or arbitration in accordance with our Dispute Resolution Policy.