

Terms and Conditions

1. Introduction

Thank you for choosing **MH Trading Co Pty Ltd** ABN 64 692 775 778, trading as **Mighty Handy Restrooms** ("we", "us", "our", or "the Business"). These Terms and Conditions are intended to provide clarity, simplicity, and protection for all parties, and to support strong, ethical, and lasting relationships with our customers, suppliers, and service providers.

2. Definitions

For the purposes of these Terms and Conditions:

- **You, Your, Purchaser, Customer** refers to the purchaser of products or services from MH Trading Co Pty Ltd.
- **Products** refers to all products sold by MH Trading Co Pty Ltd, as varied from time to time.
- **Services** refers to all services sold by MH Trading Co Pty Ltd, as varied from time to time.
- **Third-Party Supplier** means any external supplier providing goods or services that is not part of MH Trading Co Pty Ltd.
- **Transport Provider** means any external delivery provider engaged on behalf of MH Trading Co Pty Ltd.
- **Fixed** means a structure that does not expand beyond its delivered footprint.
- **Expandable** means a structure that expands beyond its delivered footprint.

3. Acceptance of Terms

A full or partial payment made to MH Trading Co Pty Ltd constitutes confirmation that you have read, understood, and accepted these Terms and Conditions, together with the details stated on the relevant invoice, quote, or order confirmation.

4. Amendment of Terms

We reserve the right to amend these Terms and Conditions at any time. The Terms in force at the time of payment or acceptance will apply to the relevant order.

5. Consumer Guarantees

Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement, repair, or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage.

6. Product Classification and Intended Use

6.1 Non-Class 1a Buildings

All toilets, bathrooms, and expandable fixed structures supplied by MH Trading Co Pty Ltd are **not Class 1a dwellings**. They are not approved or certified for permanent residential use and may not be approved by councils as dwellings.

6.2 Customer Acknowledgement

By purchasing our Products, you acknowledge that:

- The Products are suitable only for caravan-style, recreational, site-office, ancillary, or similar non-residential uses (subject to local approvals).
- MH Trading Co Pty Ltd accepts no responsibility for attempts to certify or modify Products for Class 1a residential use.

7. Risk, Title, and Chain of Responsibility

Risk in the Products passes to the Purchaser upon delivery to the nominated address or upon loading onto the Purchaser's nominated transport provider. Title passes only once all amounts owing have been paid in full.

A Proof of Delivery (POD) must be signed upon delivery. Where the Purchaser is not present, delivery images may be used as confirmation of delivery condition and placement.

8. Orders, Quotes, and Variations

All quotes are valid for the period stated. Variations or additional works are only valid where approved in writing by MH Trading Co Pty Ltd. Approved variations will be invoiced separately and payable within seven (7) days.

9. Payment Terms

9.1 In-Stock Products

Full payment is required to reserve in-stock Products. Orders will not be released for delivery or collection until payment is received in full.

9.2 Incoming Products

For Products in transit or production, a 30% deposit is required to reserve stock. Full payment must be received prior to release for delivery or collection.

9.3 Made-to-Order Products

A 30% deposit is required prior to manufacture. Progress payments may apply as detailed on the invoice. Full payment is required before release.

9.4 Custom Design Products

A 30% non-refundable deposit is required prior to manufacture. Progress payments may apply. Full payment is required before release.

9.5 Late Payments

Late payments may incur interest at 4% per month, calculated daily. MH Trading Co Pty Ltd may suspend delivery where payments remain outstanding.

10. Product Availability and Lead Times

Estimated delivery timeframes range from four (4) to sixteen (16) weeks and are indicative only. Delivery dates are not guaranteed and may be affected by manufacturing, shipping, or third-party delays.

11. Delivery, Placement, and Collection

Unless otherwise agreed in writing, the Purchaser must provide suitable unloading equipment. Final placement is at the discretion of the Transport Provider. Damage must be reported within 24 hours of delivery.

Collection from warehouse requires at least 48 hours' notice and compliance with Work Health & Safety and Chain of Responsibility requirements.

12. Storage and Delays

Fourteen (14) days of free storage apply following notice of dispatch. Storage fees apply thereafter. If delivery is delayed beyond thirty (30) days, MH Trading Co Pty Ltd may resell the Product and supply replacement stock when available.

13. Installation and Compliance

Unless expressly stated in writing, installation is the Purchaser's responsibility. The Purchaser must engage licensed tradespersons, obtain all required approvals, and ensure compliance with all applicable laws. MH Trading Co Pty Ltd is not liable for installation-related costs or compliance failures.

14. Warranty Against Defects

Products must be registered for warranty within thirty (30) days of delivery. Warranty periods commence from the delivery or collection date. MH Trading Co Pty Ltd may repair or replace defective components at its discretion.

Warranty does not cover damage caused by misuse, neglect, environmental exposure, unauthorised modification, or failure to maintain the Product.

15. Product-Specific Warranties

All restroom Products carry a one (1) year manufacturer's warranty. Steel frames may be eligible for an extended two (2) year warranty if registered within thirty (30) days.

16. Third-Party Products

Where Products incorporate third-party components, warranties are provided in accordance with the third-party supplier's terms.

17. Refunds, Returns, and Cancellations

Refunds, repairs, or replacements are provided in accordance with Australian Consumer Law. Change-of-mind returns are not accepted. Approved refunds may be subject to restocking and resale conditions.

18. Council Regulations and Planning Risk

The Purchaser is responsible for confirming council approvals and zoning compliance. No refund is available where approvals are refused or restrictions apply.

19. Financial Hardship

Customers experiencing financial hardship are encouraged to contact us promptly to discuss possible payment arrangements. This does not affect ACL rights.

20. Customer Concerns and Dispute Process

Customers must provide MH Trading Co Pty Ltd a reasonable opportunity to investigate and remedy concerns before making public complaints. This clause does not limit ACL rights.

21. General Obligations

The Purchaser is responsible for compliance with all applicable laws, safe use of Products, and adherence to towing, weight, and assembly requirements.

22. Limitation of Liability

To the extent permitted by law, MH Trading Co Pty Ltd is not liable for indirect, consequential, or incidental losses arising from the use of Products or Services.

23. Indemnity

The Purchaser indemnifies MH Trading Co Pty Ltd against claims arising from misuse, installation, or non-compliance with applicable laws.

24. Intellectual Property

All intellectual property remains the exclusive property of MH Trading Co Pty Ltd. No licence or ownership rights are granted to the Purchaser.

25. Force Majeure

MH Trading Co Pty Ltd is not liable for delays or failures caused by events beyond its reasonable control.

26. Governing Law

These Terms and Conditions are governed by the laws of Queensland, Australia.

27. Severability

If any provision is unenforceable, it will be severed without affecting the remaining provisions.

28. No Waiver

Failure to enforce any right does not constitute a waiver of that right.