

Top To Bottom Plumbing NQ Pty Ltd – Terms & Conditions of Trade and Online Sales

- 1.1 **Definitions**
 - 1.1.1 "Seller" means Top To Bottom Plumbing NQ Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Top To Bottom Plumbing NQ Pty Ltd.
 - 1.1.2 "Customer" means the person's ordering the Works as specified in any invoice, document or order, and if there is more than one Customer it is a reference to each Customer jointly and severally.
 - 1.1.3 "Works" means all Works or Materials provided by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms "Works" or "Materials" shall be interchangeable for the other).
 - 1.1.4 "Price" means the Price payable for the Works as agreed between the Seller and the Customer in accordance with clause 4 below.
 2. **Acceptance**
 - 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts provision of, any Works.
 - 2.2 These terms and conditions may only be amended with the Seller's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Seller.
 3. **Change in Control**
 - 3.1 The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.
 4. **Price and Payment**
 - 4.1 At the Seller's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by the Seller to the Customer in respect of Works provided; or
 - (b) the Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Customer shall accept the Seller's quotation in writing within thirty (30) days.
 - 4.2 The Seller reserves the right to change the Price:
 - (a) if a variation to the Materials which are to be supplied is requested; or
 - (b) if a variation to the Works originally scheduled (including any applicable designs, plans and/or specifications) is requested; or
 - (c) where additional Works are required due to the discovery of hidden or undetectable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, obscured site defects which require remedial work, health hazards and safety considerations (such as the discovery of asbestos), prerequisite work by any third party not being completed, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring/cabling, etc.) which are only discovered on commencement of the Works; or
 - (d) in the event of increases to the Seller in the cost of labour or Materials, which are beyond the Seller's control.
 - 4.3 At the Seller's sole discretion, a deposit may be required prior to commencement of the Works.
 - 4.4 Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date determined by the Seller, which may be:
 - (a) on completion of the Works;
 - (b) by way of instalments/progress payments in accordance with the Seller's specified progress payment schedule. Such progress payments may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed;
 - (c) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (d) the date specified in any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller.
 - 4.5 Payment may be made by cash, cheque, bank cheque, electronic/line banking, credit card (plus a surcharge of up to two percent (2%) of the Price), or by any other method as agreed to between the Customer and the Seller.
 - 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any provision of Works by the Seller under this or any other agreement. The Customer must also pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
 5. **Provision of the Works**
 - 5.1 Subject to clause 5.2, it is the Seller's responsibility to ensure that the Works start as soon as it is reasonably possible.
 - 5.2 The Works commencement date will be put back and/or the completion date extended if whatever time is reasonable in the event that the Seller claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond the Seller's control, including but not limited to any failure by the Customer to:
 - (a) make a selection; or
 - (b) have the site ready for the Works; or
 - (c) notify the Seller that the site is ready.
 - 5.3 The Seller may provide the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - 5.4 Any time specified by the Seller for the Works is an estimate only and the Seller will not be liable for any loss or damage incurred by the Customer as a result of provision being late. However both parties agree that they shall make every endeavour to enable the Works to be provided at the time and place as was arranged between both parties. In the event that the Seller is unable to provide the Works as agreed solely due to any action or inaction of the Customer then the Customer shall be liable to pay the Seller liquidated damages to cover any loss incurred by the Seller.
 6. **Risk**
 - 6.1 The Seller shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.
 - 6.2 The Seller shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Seller accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
 - 6.3 The Customer acknowledges that the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore where the Seller is requested to merely clear such blockages, the Seller can offer no guarantee against recurrence or further damage. In the event of collapse during the pipe clearing process, the Seller will immediately advise the Customer of the same and shall provide the Customer with an estimate for the full repair of the damaged pipe work.
 - 6.4 The Customer acknowledges and agrees that where the Seller has performed temporary repairs that:
 - (a) the Seller offers no guarantee against the recurrence of the initial fault, or any further damage caused; and
 - (b) the Seller will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair required.
 - 6.5 The Customer acknowledges that:
 - (a) the Seller is only responsible for components that are replaced by the Seller and does not at any stage accept any liability in respect of previous goods and/or services supplied by any other third party that subsequently fail and found to be the source of the failure;
 - (b) where the Customer requests for the Seller to complete the Works, the Customer acknowledges that they accept responsibility for the suitability of purpose, quality and any faults inherent in those goods; and
 - (c) the Seller shall not be liable for any loss or damage to the Works (or any part thereof) however arising where sub-clauses (a) and (b) apply.
 - 6.6 The Customer warrants that any structures to which the Materials are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos, defective or damaged mains, water mains, irrigation pipes or the roof) that the Seller, or the Seller's employees, reasonably form the opinion that the Customer's premises is not safe for the Works to proceed then the Seller shall be entitled to delay the provision of the Works (in accordance with the provisions of clause 5.2 above) until the Seller is satisfied that it is safe for the installation to proceed.
 7. **Access**
 - 7.1 The Customer shall ensure that the Seller has clear and free access to the work site at all times to enable them to undertake the Works. The Seller shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Seller.
 8. **Compliance with Laws**
 - 8.1 The Customer and the Seller shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any work health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
 - 8.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Works.
 9. **Underground Locations**
 - 9.1 Prior to the Seller commencing the Works the Customer must advise the Seller of the precise location of all underground services on the work site and clearly mark the same. The underground mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, plumbing services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the work site.
 - 9.2 Whilst the Seller will take all care to avoid damage to any underground services the Customer agrees to indemnify the Seller in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.
 10. **Title**
 - 10.1 The Seller and the Customer agree that the Seller's obligations to the Seller for the provision the Works shall not cease (and ownership of the Materials shall not pass) until:
 - (a) the Customer has paid the Seller all amounts owing to the Seller; and
 - (b) the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.
 - 10.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognized and until then the Seller's ownership or rights in respect of the Materials, and this agreement, shall continue.
 - 10.3 It is further agreed that, until ownership of the Materials passes to the Customer in accordance with clause 10.1:
 - (a) the Customer is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to the Seller in accordance with clause 10.1;
 - (b) the Customer holds the benefit of the Materials insurance of the Materials on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed. The production of these terms and conditions by the Seller shall be sufficient evidence of the Seller's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with the Seller to make further enquiries;
 - (c) unless the Materials have become fixtures the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Materials are kept and recover possession of the Materials;
 - (d) the Customer shall not create or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of the Seller;
 - (e) the Seller may commence proceedings to recover the Price notwithstanding that ownership of the Materials has not passed to the Customer.
 11. **Personal Property Securities Act 2009 ("PPSA")**
 - 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
 - 11.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Materials and collateral (accounts) – being a monetary obligation of the Customer to the Seller for Works – that have previously been provided, and that will be provided in the future, by the Seller to the Customer.
 - 11.3 The Customer undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of the Seller;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials in favour of a third party without the prior written consent of the Seller.
 - 11.4 The Seller and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
 - 11.5 The Customer hereby waives its rights to receive notices under sections 95, 116, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
 - 11.6 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
 - 11.7 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
 - 11.8 The Customer shall unconditionally ratify any action taken by the Seller under clauses 11.3 to 11.5.
 - 11.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
12. **Security and Charge**
 - 12.1 In consideration of the Seller agreeing to provide the Works, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
 - 12.2 The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.
 - 12.3 The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any documents on the Customer's behalf.
13. **Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
 - 13.1 The Customer must respect the Works on completion and must within seven (7) days of such time notify the Seller in writing of any defect, damage or omission, error or omission, shortage in quantity, or failure to comply with the description or estimate. The Customer must notify any other alleged defect in the Works as soon as reasonably apparent after such defect becomes evident. Upon such notification the Customer shall, without limitation, inspect and/or review the Works provided by the Seller.
 - 13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
 - 13.3 The Seller acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
 - 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no warranties or other representations under these terms and conditions including but not limited to the title or suitability of the Works. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.
 - 13.5 If the Customer is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.
 - 13.6 If the Seller is required to rectify, re-provide, or pay the cost of re-providing the Works under this clause or the CCA, but is unable to do so, then the Seller may refund any money the Customer has paid for the Works but only to the extent that such refund shall take into account the value of Works which have been provided to the Customer which were not defective.
 - 13.7 If the Customer is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Works is:
 - (a) limited to the value of any express warranty or warranty card provided to the Customer by the Seller at the Seller's sole discretion;
 - (b) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Materials;
 - (c) otherwise negated absolutely.
 - 13.8 Notwithstanding clauses 13.1 to 13.7 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - (a) the Customer failing to properly maintain or store the Works;
 - (b) the Customer using the Works for any purpose other than that for which they were designed;
 - (c) the Customer continuing to use the Works after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Works by the Customer or any third party without the Seller's prior approval;
 - (e) the Customer failing to follow any instructions or guidelines provided by the Seller;
 - (f) fair wear and tear, any accident, or act of God.
 - 13.9 Notwithstanding anything contained in this clause, if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law.
14. **Default and Consequences of Default**
 - 14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - 14.2 If the Customer owes the Seller any money the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fee, and bank dishonour fees).
 - 14.3 Further to any other rights or remedies the Seller may have under this agreement, if the Customer has made payment to the Seller by credit card and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Consumer Credit Act.
 - 14.4 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the provision of Works to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.
 - 14.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel or all or any part of the order of the Customer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
15. **Cancellation**
 - 15.1 The Seller may cancel any contract to which these terms and conditions apply or cancel provision of Works at any time before the Works have commenced by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to the Seller for Works already performed. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - 15.2 In the event that the Customer cancels the provision of Works the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits).
 - 15.3 Cancellation of orders for Materials made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
16. **Privacy Act 1988**
 - 16.1 The Customer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.
 - 16.2 The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related credit providers for the following purposes:
 - (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
 - 16.3 The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit.
 - 16.4 The Customer agrees that personal credit information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Works; and/or
 - (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Works; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Works.
 - 16.5 The Seller may give information about the Customer to a CRB for the following purposes:
 - (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
 - 16.6 The information given to the CRB may include:
 - (a) personal information as outlined in 16.1 above;
 - (b) name of the credit provider and that the Seller is a current credit provider to the Customer;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and details of any alternative that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of the Seller, the Customer has committed a serious credit infringement;
 - (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
 - 16.7 The Customer shall have the right to request (by e-mail) from the Seller:
 - (a) a copy of the information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect information; and
 - (b) that the Seller does not disclose any personal information about the Customer for the purpose of direct marketing.
 - 16.8 The Seller will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
 - 16.9 The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au.
17. **Dispute Resolution**
 - 17.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing referred to by hand or sent by certified mail refer such dispute to arbitration. Any arbitration shall be:
 - (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.
 18. **Building and Construction Industry Payments Act 2004**
 - 18.1 At the Seller's sole discretion, if there are any disputes or claims for unpaid Works then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
 - 18.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.
 19. **General**
 - 19.1 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable by law, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 19.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which the Seller has its principal place of business, and are subject to the jurisdiction of the Townsville Court in that state.
 - 19.3 Subject to clause 13, the Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price).
 - 19.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
 - 19.5 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
 - 19.6 The Customer agrees that the Seller may amend these terms and conditions at any time. If the Seller makes a change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Seller to provide any Works to the Customer.
 - 19.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
 - 19.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
 - 19.9 **Online Sales:** All online sales are provided on a like for like basis. I.e a sink mixer replacing a sink mixer, toilet replacing a toilet etc. It is the buyers responsibility to ensure that the fixture that is being replaced has been suitably chosen. Top to Bottom Plumbing take no responsibility for the chosen products suitability but will work with the client to ensure a satisfactory outcome is achieved by choosing a suitable fixture if the selected item does not fit the existing plumbing layout. All products displayed online are designed to be retrofitted to existing plumbing. These are not "new" install prices where existing plumbing is not already installed.