

1 **DEFINITIONS AND INTERPRETATION**

1.1 **In these Terms and Conditions:**

- "Expenses" means the expenses incurred by the Company in providing the Goods to the Client.
"GST" means the goods and services tax under "A New Tax System (Goods and Services Tax) Act 1999."
"Fees" means each of the Call Out Fee and the Variation Fee.
"Price" means the price payable by the Client to the Company.
"Quotation" means the quotation from the Company for the Goods including the description of the Goods and the Price.
"Variation" means a variation in the Goods requested by the Client after the Quotation has been provided.

2 **PROVISION OF GOODS**

- 2.1 The Company agrees to do the work and to provide the Goods to the Client upon the Client paying the deposit portion of the Price. The Company will continue to manufacture the Goods upon the check and measure having been carried out and the payment of the additional portion of the Price by the Client.
2.2 The Client acknowledges that the Goods are limited to those detailed in the Quotation. Anything additional will carry an additional cost.
2.3 Any Quotation is valid for 30 days only from the date of such Quotation.

3 **INSTALLATION OF GOODS**

- 3.1 The Company will provide an installation date to the Client upon the Client paying the deposit portion of the Price ("Installation Date").
3.2 If the Client wishes to vary the Installation Date, the Client must provide the Company with a minimum notice of 48 hours prior to the Installation Date. The Client may only vary the Installation Date by making a later date for installation. The Client cannot request an earlier date for Installation.
3.3 If the Client does not provide the notice in accordance with Clause 3.2, the Company will charge the Client a call out fee of \$250.00, ("Call Out Fee") or as varied by the Company from time to time. The Call Out Fee will form part of the Price.
3.4 The Client acknowledges that any variation to the Installation Date will delay the end date of the installation as previously advised by the Company. The Client agrees that they are not entitled to any discount or reduction in the price due to this delay.
3.5 For the purposes of this Clause 3, the directors of the Company will be available to be contacted, on the contact details provided in the Quotation, 7 days a week, between the hours of 7am and 10pm.

4 **VARIATION AND ADDITION OF GOODS**

- 4.1 If the Client requires any Variation to the Goods or any additional Goods:
4.1.1 A fee of \$250.00 will be payable for each requested Variation or addition, ("Variation Fee");
4.1.2 The Price will be increased to allow for the additional work required by the Company to comply with the request for variations, additions or amendments. This increased price will be provided to the Client in the form of a Quotation and will become the new Price; and
4.1.3 The Installation Date will be delayed. The Company will notify the Client of the new proposed installation date upon providing the updated Quotation.
4.1.4 The Client acknowledges that any Variation will delay the end date of the installation as previously advised by the Company. The Client agrees that they are not entitled to any discount or reduction in the price due to this delay.
4.1.5 The Variation Fee is payable in addition to the Price.
4.1.6 These Terms and Conditions apply to any Variation.

5 **PAYMENT OF PRICE AND EXPENSES**

5.1 **Payment of Price and Expenses**

- 5.1.1 The Client will pay the Price to the Company for the Goods in the amounts and at the stages as specified in the Quotation, and these Terms and Conditions. The Client will also pay any Fee at the same time as the Price is required to be paid. Payment to be made by cash, cheque or electronic funds transfer only. If the Client fails to pay or to pay the amounts at the stages as specified in the Quotation then the Company may cease the manufacture of the Goods until payment has been made. Any time frame for completion of the Goods will be extended by a period equal to the delay in payment by the Client.
5.1.2 The Client will pay the Expenses to the Company in addition to the Price.
5.1.3 The Company will provide to the Client a tax invoice for the Goods. The Client agrees to pay any tax invoice within 7 days of the date of the tax invoice. Any invoice issued for commercial Goods will be issued under the Building and Construction Industry Security of Payments Act 1999 (NSW).
5.1.4 Any GST assessed on the Goods will be payable by the client in addition to the Price or Expenses.
5.1.5 If the Client fails to pay any amount for any stage as specified in the Quotation, or fails to pay any tax invoice within 7 days after the date of the tax invoice, or fails to pay any Fee, the Client shall pay to the Company:
5.1.5.1 interest on the overdue payments calculated from the due date for payment until the actual date of payment at the rate of 10% per annum calculated daily; and
5.1.5.2 all debt collection and legal costs and expenses (on a client-solicitor basis) incurred by the Company to recover or attempt to recover such overdue payment from the Client.

- 5.2 Any portion of the Price paid will be non refundable if the Client cancels the order or refuses acceptance of the Goods. This does not limit the Company's right to recover the full Price if the Client defaults.

5.3 **Security for payment**

- 5.3.1 As security for payment of all monies owed which are payable by the Client or which may become payable by the Client to the Company, the Client agrees to charge all of its interest in land (freehold and leasehold) and personal property held as at the date of these Terms and Conditions or in the future by way of a charge over any real or personal property owned by the Client. If a demand is made by the Company on the Client the Client will immediately execute a mortgage, charge or other instruments of security or consent to a caveat as requested by the Company. The Client will, pass such resolutions and must sign, seal and deliver, execute, perfect and give to the Company all such documents in order to enable the registration of a mortgage or charge or other security.
5.3.2 The Client must pay or reimburse the Company for all costs and expenses associated with the preparation, execution, stamping and registration of any caveat or other security documentation.

6 **OWNERSHIP AND RETENTION OF TITLE**

- 6.1 The Client acknowledges that the Company retains ownership of the Goods until the Price and Expenses are paid in full by the Client.
6.2 The Client acknowledges that the Company has the right to enter and take possession of and remove the Goods at any time without notice to the Client where there has been a breach of these Terms and Conditions or a default in regard to payment of the Price, the Expenses or any other moneys owed to the Company by the Client.

7 **LIABILITY**

- 7.1 To the extent permitted by law, the Client indemnifies the Company, its servants, agents and employees against all claims, demands, damages, liabilities, expenses and losses arising from or resulting, either directly or indirectly from the provisions of the Goods by the Company to the Client. The liability of the

Company in damages (including special, indirect or consequential damages, which damages will be deemed to include loss of revenue, loss of profit and loss of opportunity) in respect of any act or omission of the Company's in connection with its obligations under these Terms and Conditions will not exceed the amount of one hundred dollars (\$100), even if the Company has been advised by the Client as to the possibility of such loss being incurred.

8

GENERAL

8.1

These Terms and Conditions and the Quotation are the entire agreement between the Company and the Client with respect to the Goods and replace any other agreement. These Terms and Conditions supersede all prior agreements and understandings and to the extent permissible by law any implied terms or representations are expressly excluded or negated.

8.2

If any provision of these Terms and Conditions is void, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly.

8.3

The laws of New South Wales apply to these Terms and Conditions.