

Perth Double Glazing
Terms and Conditions of Supply

1 Definitions

1.1 Definitions

Customer means the buyer of the Goods including the buyer's agents, or the person specified as the customer in the Quote.

Goods means the goods and associated services (if any) specified in the Quote.

Quote means a written description of the Goods to be supplied and an estimate of the price of the Goods including the Supplier's costs and charges.

Supplier means Perth Double Glazing Pty Ltd trading as Perth Double Glazing ABN 21 643 471 550 or Perth Double Glazing (WA) Pty Ltd ABN 94 862 558 050

2 General

- (a) The Quote is the Supplier's offer to the Customer to supply the Goods specified in the Quote on the terms and conditions contained herein (**Terms**). The Terms set out the sole basis for the supply of Goods by the Supplier to the exclusion of any terms appearing elsewhere.
- (b) Acceptance of the Quote by the Customer will constitute agreement to the Terms and form a binding contract between the Supplier and the Customer for the supply of the Goods on the Terms (**Agreement**).

3 Quotes

- (a) Unless the Supplier otherwise agrees in writing, any Quote issued by the Supplier is valid for 30 days from the date of issue.
- (b) The Supplier is not obliged to commence work until the Quote has been accepted by the Customer. This occurs by the Customer confirming their intention by payment of a deposit to the Supplier.
- (c) The Supplier reserves the right to vary a Quote in circumstances where:
 - (i) the Quote was prepared based on measurements, particulars or information provided by the Customer and such measurements, particulars or information were incorrect or inadequate;
 - (ii) the Customer requests a variation to the design or specification of the Goods and the Supplier has agreed to such variation in writing;
 - (iii) during installation of the Goods or removal of the Customer's existing windows, doors or frames the Supplier encounters hidden services, pipes, wiring or forms the view that the existing structure does not allow for the proper installation of the Goods; or
 - (iv) the Customer specifically requests the Supplier to carry out work outside of normal business hours (Monday to Friday, 7am to 5pm), such as on weekends or public holidays,

in which case the Supplier may revise the Quote to include any additional costs incurred or additional work carried out as a result of any of the matters stated in clause 3(c)(i)-(iv) in accordance with the Supplier's then current charge rates. Such revised Quote will be notified and issued to the Customer as soon as practicable and will supersede any original Quote.
- (d) Once manufacturing work has commenced on the Customer's order, the order cannot be cancelled without the prior written consent of the Supplier.
- (e) Unless otherwise stated all prices quoted by the Supplier are inclusive of Goods and Services Tax (**GST**).

4 Invoicing and payment

- (a) Unless otherwise agreed by the Supplier, payment for the Goods are due and payable to the Supplier by the Customer as follows (expressed as a percentage of the Quote plus any additional costs or variations):
 - (i) On Customer's acceptance of the Quote – 30%
 - (ii) On commencement of manufacturing of the frames – 45%
 - (iii) On completion of installation – 25% plus any variation or additional costs not previously accounted for.
- (b) The Supplier may issue an invoice to the Customer at each stage set out in subclause (i)-(iii) above.
- (c) The Customer must pay an invoice issued by the Supplier within 7 days of the date of issue. Payment must be made by using any of the following methods:
 - (i) Cheque (to be received and cleared within the stipulated timeframe)
 - (ii) Direct bank transfer with copy of remittance advice
 - (iii) Credit card (% fee applies)
- (d) If manufacturing works have not commenced and the order is cancelled, the Customer is entitled to receive a refund of any deposit paid less an administration fee of \$550 (inclusive of GST).
- (e) If an amount due and payable by the Customer is overdue by more than 7 days, the Supplier is entitled to:
 - (i) cease work and withhold supply of any further Goods until the overdue amount is paid in full;
 - (ii) remove any supplied Goods from the Customer (installed and uninstalled);and
 - (iii) charge (and the Customer agrees to pay on demand) interest on all overdue amounts at the rate of 12% per annum calculated daily from the payment due date until the outstanding amount is paid in full.
- (f) If an amount due and payable by the Customer is overdue by more than 30 days, the Supplier is entitled to commence action against the Customer to recover the overdue amount plus interest. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of the Supplier, are to be paid by the Customer as a debt due and payable under this Agreement.
- (g) The Supplier may in its discretion apply any payment received from the Customer to any amount owing by the Customer to the Supplier.

- (h) The Customer is not entitled to retain any money owing to the Supplier regardless of any default or alleged default by the Supplier of these Terms, including (but not limited to) the supply of allegedly defective or delay in the provision of Goods. Nothing in this clause affects the Customer's rights for any alleged failure of a guarantee under the ACL.

5 Delivery and installation

- (a) The Customer must ensure the Supplier has reasonable access to power (240v single phase, 10/15 amp) if requested by the Supplier for the purposes of installation.
- (b) The delivery or installation times made known to the Customer are estimates only. The Supplier is not liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery or late installation of the Goods.
- (c) The Supplier reserves the right to charge a reasonable fee for storage if delivery instructions are not provided by the Customer within 7 days of a request by the Supplier for such instructions. The parties agree that the Supplier may charge for storage from the first day after the Seller requests the Customer to provide delivery instructions.
- (d) If the Customer does not advise the Supplier in writing of any fault in Goods or failure of Goods to accord with the Customer's order within 48 hours of delivery or installation (or does not request additional time to do so), the Customer is deemed to have accepted the Goods and to have accepted that the Goods are free from defect, fit for its purpose and accord with the Customer's order.

6 Title and risk in Goods

- (a) Risk in Goods passes to the Customer immediately upon delivery.
- (b) Property and title in Goods supplied to the Customer do not pass to the Customer until all money due and payable to the Supplier by the Customer have been paid in full.
- (c) Until the Goods supplied have been paid in full by the Customer, the Customer:
- (i) is a bailee of the Goods until such time property in them passes to the Customer and grants an irrevocable licence to the Supplier or its agent to enter the Customer's premises or the premises upon which the Goods are installed or stored in order to recover possession of the Goods. The Customer indemnifies the Supplier for costs incurred by the Supplier or any damage to property or personal injury which occurs as a result of the Supplier entering the relevant premises.

7 Guarantee and liability

- (a) All Goods supplied and installed by the Supplier is covered by a 10-year warranty on the frames and glass, 5 years for mechanical parts (hinges, locks, handles and internal mechanisms), 5 years for screens and 2 years for flyscreens from the date of installation, so long as:
- (i) the defects have arisen solely from faulty materials or workmanship;
 - (ii) the Goods have not received maltreatment, inattention, interference or been subject to abnormal use;
 - (iii) the Goods have been properly maintained by the Customer.
- (b) All claims for warranty under clause 7(a) must be in writing and subject to physical inspection by the Supplier before any claim is approved. If following inspection, the Supplier reasonably determines a claim is not valid or not covered under warranty, the Customer may be charged the reasonable costs of the Supplier's call out fee, labour and any parts used.
- (c) The Supplier's liability under clause 7(a) is strictly limited to making good any defects by repairing the defects or, at the Supplier's option, by replacement of the Goods.
- (d) Any advice, recommendation, information, assistance or service given by the Supplier in relation to Goods or Services or both, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. The Supplier does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.
- (e) To the fullest extent permissible at law, the Supplier is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods, or otherwise arising out of the provision of Goods, whether based on terms of trade, negligence, strict liability or otherwise, even if the Supplier has been advised of the possibility of damages.

8 Force majeure

- (a) If circumstances beyond the Supplier's control prevent or hinder its provision of the Goods, the Supplier is free from any obligation to provide the Goods while those circumstances continue. The Supplier may elect to terminate this Agreement or keep the Agreement on foot until such circumstances have ceased.
- (b) Circumstances beyond the Supplier's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

9 Miscellaneous

- (a) This Agreement shall be governed by and construed in accordance with the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of Western Australia.
- (b) This Agreement constitutes the entire agreement between the parties and supersedes any prior understand or communications (oral or written) in relation to the subject matter.
- (c) In entering into the Agreement, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by the Supplier or any of its employees or agents relating to or in connection with the subject matter of these Terms.
- (d) If any provision of the Agreement at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (e) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.