

STANDARD TERMS AND CONDITIONS OF QUOTATION AND SALE

1. THIS PRICE QUOTATION is made subject to dimensions found on site remaining constant or being changed in accordance for suitability for door, window grill, fence or gate installation as specifically directed by the Company. ANY VARIATION WHATSOEVER otherwise stated, after commission of this quotation may necessitate a revision of delivery date and price quoted.
2. IMPORATNT TO NOTE that our measurements are taken from the smallest width point in the door or window frame in order to achieve a square frame. We pack out the adjoining points with washers to secure the frame. We hold no responsibility for the fact your structure is not square.
3. ACCEPTANCE OF OFFER. This offer remains available for acceptance for 30 days from the date started on the front side of this quotation sheet. An acceptance received by the Company after a period of 30 days from the same date is subject to the right of the Company to alter all terms offered, including a revision of the price quotation. A 35% deposit is required for work to commence.
4. The Company must make PAYMENT IN FULL on completion of installation of the goods. Retention of any monies owing to the Company or alternative conditions of payment will not be recognised unless specifically stated in writing by the Company.
5. PROPERTY IN THE GOODS specified on the front side of this quotation sheet shall not pass to the purchaser until the purchase has paid to the Company the full amount specified as Total Costs stated at the front side of this quotation sheet. It is further acknowledged that it is the intention of the Company and the purchaser that the specified goods installed by the Company shall not become fixtures until such as payment has been made by the purchaser.
6. THERE IS NO TERM as to delivery date although the approximate delivery date stated on the front side if this quotation sheet is estimated as accurately as possible in good faith having regard to existing conditions. Unless specifically accepted by the Company in writing there is no liability whatsoever for failure to deliver the specified goods in the estimated time.
7. ALL RESPONSE CARE will be taken by the Company during the installation of the goods purchased BUT NO LIABILITY shall attach the Company for any damage occasioned by any means whatsoever to electrical wiring, plumbing, masonry or rendered surfaces.
8. The phrase “taking down all doors, window grilles, gates, fences” or similar words used in relation to this offer refers only to the taking of old doors, window grilles, gates or fences off the structure and does not in any way imply any moving or removal of any old doors, window grilles, gates or fences from the property on which they are situated or of disposing of such doors, window grilles, gates or fences.
9. IRROVOCABLE LICENCE TO REMOVE. If payment in full is not made within the stipulated time, the Company in hereby granted by the purchaser an irrevocable licence to enter onto the premises on which the specified goods are installed, for the purpose of repossessing and removing the same (in which the property remains in the Company pursuant to Clause 4 above)

10. AND the Company shall not be liable for any loss or damage whatsoever incurred as the result of such repossession and removal unless caused by the intentional reckless or negligent acts or commissions of the Company or its servants or agents.

THE RIGHT of the Company to lawfully remove from the said premises the specified goods of the terms stipulated shall operate as encumbrance on the specified goods until payment has been made in full by the purchaser and property has thereby passed to the purchaser pursuant to Clause 4 above.

11. The Company acknowledges that all conditions and warranties implied by the Trade Practices Act (Commonwealth) 1974 and any other relevant Commonwealth State or Territorial legislation AND which by the purchaser's rights under such conditions and warranties are not effected by any additional conditions and/or warranties, and any qualifications to their operation, which are included in these terms pursuant to Clauses 10 and 11 below.

12. WARRANTY. The Company warrants that the goods specified herein installed with the goods are free from fault or failure for a period of 12 calendar months from date of installation, EXCEPT WHEN such fault of failure is due to or contributed to by fire, tempest, acts of God or any intentional reckless or negligent acts or omissions on the part of the purchaser or of any person using or interfering with the said goods or equipment in any manner whatsoever and whether with or without the consent of the purchaser.

Pursuant to this warranty, the Company agrees to replace or repair for the said period of 12 calendar months from the date of installation all or any parts of the specified goods or associated equipment which may be found to be defective through fault or failure as defined in the preceding paragraph PROVIDED THAT it shall be at the absolute discretion of the Company as to whether all or any of the parts should be replaced or whether they should be repaired. SUCH PARTS SHALL BE PROVIDED FREE OF COSTS FOR THE SAID PERIOD OF 12 CALENDER MONTHS BUT, IN RELATION TO WORK DONE BY THE COMPANY IN REPLACING OR REPAIRING ALL OR ANY PARTS, SUCH WORKS SHALL BE PROVIDED FREE OR SERVICE CHARGES FOR A PERIOD OF ONLY 3 CALENDER MONTHS FROM THE DATE OF INSTALLATION.

13. Subject to the provisions of Clause 9 above, no conditions or warranty otherwise than as expressly stated in these Terms shall be included in the contract between the Company and the purchaser AND any such express condition or warranty shall be void and unenforceable in the event of:

- (a) the purchaser not making payment in full within the stipulated time, as specified in Clause 3 above;
- (b) any alteration whatsoever to the form, content or appearance of the specified goods installed, otherwise than with the consent of the company in writing.