

TERMS AND CONDITIONS

The Quotation on the face hereof is made on and subject to the following conditions:

- 1** The term "Company" as hereinafter used refers to **Cooling Brothers Glazing Pty Ltd ABN 58 137 446 398**. The term "Client" means the person, firm or Company (incorporated or not) to whom the goods or works described on the reverse side hereof are being quoted, or their nominated representative. "Works" means the supply of materials and such labour and skills as are necessary for the carrying out of work specified herein in a good workmanlike manner.
- 2** The price quoted for works is based on present prices of labour and materials if between the date of this quotation and the date of practical completion of the works there shall be any variation in the present prices of labour and/or materials the price quoted shall be adjusted in proportion to any variation. The company shall furnish to the client reasonable evidence of any variation. Subject to any such adjustment this quotation is valid for a period of thirty (30) days.
- 3** All oral acceptances must be confirmed in writing. No work shall commence until written confirmation is received by return of the duplicate of this quotation duly signed, together with payment of the deposit stipulated in the quotation. No variation in plans and or specifications and or Bill of Quantities and no extra work shall be undertaken by the company until the price thereof shall have been agreed between the company and the client in writing. Any such variation or extra shall automatically extend the period of time for the completion of the contract by such period as may be stipulated by the company in accepting the variation or extra.
- 4** **Payment Terms.** Where the client has preapproved credit terms, the standard payment terms (as referenced to the terms and conditions in the credit application document) will apply. However where no credit terms have been offered, the following payment terms will apply:

A 50% deposit is required on acceptance of the quotation. This will enable the company to generate a works order for the supply and or installation of the glass on order.

A final 50% deposit is required prior to the date scheduled for installation. Your installer will advise you of this date closer to the time.

There are specific circumstances where project work is undertaken (dependent on the value and duration of the works to be carried out) and where the company has a prior arrangement with a client to accept a specified upfront deposit and to require periodical payments from the client as work on the project progresses. The client will be advised in advance whether the work is classified as a project and this will be indicated on the quotation document.

These payments, commonly referred to as "progress claims", are payable no later than 7 days from the date of each invoice.

The client agrees that these progress claims are to compensate the company for the ongoing costs arising at various stages of the project. The value of each progress claim will be a fair representation of the incremental expenses incurred since the last progress claim was raised. Each progress claim will be presented to the client as an invoice.

Where the work undertaken is classified as project work, the customer agrees to the payment terms referred to herein, and that the value of the progress claim will be determined by the company and without dispute from the client. The company is entitled to suspend all work on the site where payment has not been received within the agreed terms.

The client indemnifies the company against any claims arising either directly or indirectly as result of the delay/s caused by the clients failure to meet its payment terms as set out in this agreement.

The company reserves the right, upon the failure to meet these terms, to suspend work until payment is made or to treat this omission as a breach entitling the company to terminate the contract and recover payment in full for all work completed up to the date of termination without incurring any penalty. Also the company may in addition to the aforementioned reservations charge interest at the rate of 2.5% per month on the maximum balance outstanding until payment in full is received.
- 5** Ownership of all goods and/or materials ordered or supplied or fixed on site (including but not limited to those delivered to site) remain the company's property until the company receives payment therefore in full but the risk therein shall pass to the client when the same shall be loaded for delivery. All tools and equipment of the company, its servants, agents or contractors used on site shall also be at the client's risk. Insurance against any such risks (if required by the client) shall be the client's obligation.
- 6** The client agrees that any packaging and freight costs incurred by the company are not included in the quoted price, unless specifically stated in writing on the quotation.
- 7** In the event of the client cancelling the contract after the commencement of work, the company will be entitled to charge the client for any material and labor costs incurred up to and including the date of cancellation. Furthermore the client agrees that any cancellations will only be valid if stated in writing and will only take effect from the date and time this cancellation is delivered to the business address of the company as indicated on the quotation document.
- 8** Accommodation where provided by the client is to be of good standard. The company has the right to refuse sub-standard accommodation.
- 9** The company is not responsible for:
 - (a) Late delivery of goods and or materials due to circumstances beyond the control of the company.
 - (b) Goods or materials not manufactured by the company unless the manufacturer indemnifies the company under a warranty.
 - (c) Delays caused by client nominated sub-contractors.
 - (d) Replacement materials supplied or extra labor incurred where any size of measurement given by the client is incorrect, or
 - (e) Any claim under this contract not lodged within thirty (30) days of practical completion.
- 10** Only the goods or works described on the reverse side hereof are covered by this quotation. This quotation is submitted on the basis that all work will be carried out during normal trading hours.

The quoted price will not cover any additional costs arising from variations to the agreed scope of works contained in the quotation. These will include but will not be limited to any subsequent modifications to the material requirements agreed on the quotation after the commencement of work; restricting the company's access to the work site to hours outside of normal business hours as well as any errors or omissions contained in the quotation. It is the client's responsibility to ensure that the details contained in the quotation are accurate prior to acceptance.

The estimated time for completion is based on continuity of work once commenced. If there shall be any interference in the continuity of work once commenced, the period for completion shall be deemed extended by the period or periods during which the company is delayed in the performance of the work. If there be any interference with the continuity of the work by the client and the company thereby sustains loss, damage or extra cost the same shall be to the account of the client.
- 11** All telephone orders must be confirmed in writing before they will be deemed accepted by the company. The client indemnifies the company for the cost of any errors or omissions incurred where the company has been authorized by the client to commence work prior to receiving a signed quotation. Should any order not be so confirmed then the company will not accept responsibility for any incorrect deliveries.
- 12** Any electricity and water costs incurred will be borne by the client as well as any costs associated with the supply, set up and return of scaffolding required.
- 13** The company will use its best endeavors to carry out any contract or order placed with the company, but if its ability to do so or to obtain the necessary goods, labour and/or materials, or if the cost thereof or of obtaining or importing the same, be adversely affected (directly or indirectly and whether by circumstances already existing or otherwise) by war, any law or provision having or purporting to have the effect of law, strikes, lockouts, civil commotion, restraint of governments or rise in freights, duties or other charges, fire, loss at sea or any other cause beyond the company's control or to cancel such order without being liable for any antecedent breach due to the above causes or any of them or any combination of them but shall be entitled nevertheless to payment for any works already preformed or goods already delivered hereunder calculated on the basis of the price rates contained in the quotation.
- 14** Unless otherwise stated, all prices quoted exclude GST.
- 15** Unless otherwise stated, the quotation does not include costs incurred due to:
 - (a) Any structural alterations to building.
 - (b) Any alterations to the clients and or client approved company design or specifications necessary to satisfy requirements of local government authorities.
 - (c) Any installation of electrical or plumbing services or alterations to same.
 - (d) Any painting to existing work.
 - (e) Additional work becoming necessary as a result of subsequently discovering faulty or insecure or non-compliant areas around the site that could adversely impact the company's ability to meet the client's service and quality expectations.
 - (f) Client's own glass, every care will be taken with same but will be handled only at client's risk.
- 16** If any work is suspended by or on behalf of the client for a period of seven (7) days the company is entitled to payment in full for the portion of the work completed.
- 17** Any damage done by other trades during the works or after practical completion is the responsibility of the client who is also responsible for all rectifications or modifications required of the company in respect thereof.
- 18** Trade cleaning only on glass is included in the quotation. Glass will be cleared of hand marks as works progress. After trade cleaning the company will not be responsible for soiling or damage to glass surfaces by others including (but not limited to) other trades or for dirt caused by weather.
- 19** The client shall be responsible for obtaining all consents, permits or other authorities for the works required under local government or any other by-laws or ordinances and for paying all fees required to obtain the same unless the company otherwise specifies in writing.
- 20** The words "provisional sum" in this quotation shall have the meaning attributed to them by trade usage. Where the total amount expended in respect to such items exceeds the total amount included in the quotation, then the excess together with the allowable percentage of 15 percent upon such excess shall be an extra charge to the client or where the total sum expended is less than the "provisional sum" then the difference shall be deducted from the quoted price.
- 21** There shall be no provision for retention.
- 22** In the event of any dispute or difference arising between the company and the client either during the progress of the works or after completion determination abandonment or breach of this contract as to the construction of this contract or as to any matter or thing of whatsoever nature arising under or out of this contract or in any way in connection therewith then each party may give notice of such dispute or difference giving particulars thereof and unless the same shall be settled within seven (7) days after the receipt of such notice then such dispute or difference shall be and is hereby referred to arbitration of the person nominated by the president for the time being of the Australian Shop fitters Association. The award made by the arbitrator shall be final and binding on the parties hereto however any such claim for damages shall be limited to the invoice value of the goods and neither party shall be entitled to commence or maintain any action upon the dispute or difference until the matter has been referred and determined as aforesaid and then only for the amount of relief which the arbitrator by his award finds either party entitled to an the costs of the reference and the award shall be at the discretion of the arbitrator.
- 23** Where goods are to be supplied to or works performed for a party holding a head contract the terms hereof shall not prevail where there is any inconsistency between the terms hereof and those of the head contract.
- 24** The company undertakes to make good any defective workmanship within a period of three (3) months or as contracted from the date of completion. Notice thereof shall be given to the company immediately same is apparent. Materials used are of good quality but any materials subsequently found to be sub standard shall be subject to claims by the company upon the manufacturer and or suppliers on behalf of the client. Provided however that claims are made in writing and the same said claims are limited to warranties extended by the manufacturer.
- 25** This quotation is submitted on the express understanding that any conditions whatsoever stated on any order or any other document by the Client, shall not apply to the contract unless specifically accepted in writing by the company.