Frost Roofing – Terms & Conditions of Trade if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the Worksite, obscured building/Worksite decisions concern the assumements, plans and/or specifications provided by the Client, safety considerations (discovery of absents, etc.), prequisite work buy third party not being completed, hidden pipes and wiring in walls etc.) which

are only discovered on commencement or during the course of the Works;

or

(d) in the event of increases to the Contractor in the cost of labour or Materials
which are beyond the Contractor's control.

Variations will be charged for on the basis of the Contractor's quotation, and will be
detailed in writing, and shown as variations on the Contractor's invoice. The Client
shall be required to respond to any variation submitted by the Contractor within ten
(10) working days. Failure to do so will entitle the Contractor to add the cost of the
variation to the Price. Payment for all variations must be made in full at the time of
their connellation.

variation to the Price. Payment for all variations must be made in full at the time of their completion.

At the Contractor's sole discretion, a reasonable non-refundable deposit, may be required upon placement of an order for MaterialsWorks, in accordance with any quotation provided by the Contractor or as notified to the Client prior to the placement of an order for MaterialsWorks.

Time for payment for the Works being of the essence, the Price will be payable by the Client on the dates determined by the Contractor, which may be:

(a) on completion of the Works, or (contractor, which may be:

(b) by way of progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment dailins may include the reasonable value of authorised variations and the value of any Materials delivered to the Worksite but not yet installed.

(c) (ifteen (15) days following the end of the month in which a statement is posted to the Client's address or address for notices;

(d) the date specified on any invoice or other form as being the date for payment;

Or.

or failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Contractor, wment may be made by electronicon-line banking, credit card (a sucharge may ply per transaction), or by any other method as agreed to between the Client and

the Contractor.

The Contractor may in its discretion allocate any payment received from the Client towards any invoice that the Contractor determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Contractor may re-allocate any payment spreviously received and allocated. In the absence of any apyment allocation by the Contractor, payment will be deemed to be allocated in such manner as preserves the maximum value of the Contractor's Purchase Money Security Interest (as defined in the PPSA) in the Materials.

The Client shall not be entitled to set off against, or deduct from the Price, any sums oved or claimed to be owned to the Client by the Contractor nor to withfuld payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment if any want off the invoice is in dispute.

of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Client must notify the Contractor in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Contractor investigates the disputed claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in the Contractor placing the Client's account into default and subject to default interest in accordance with clause 16.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Contractor an amount equal to any GST the Contractor must pay for any supply by the Contractor under this or any other contract for the sale of the Materials. The Client must pay to SST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In

addition, the Client 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.

Definitions *Acknowledgment Document" means the document signed by the Client in conjunction with these Terms and Conditions of Trade and applicable if the Contractor elects, whereby the Client acknowledges the extent and effect of the provision of security the Client provides to the Contractor in consideration of the provision of Maderials or Works. provision of Materials or Works. "Client" means the person's, entities or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and; (a) if there is more than one Client, is a reference to each Client jointly and 1.2 severally; and if the Client is a partnership, it shall bind each partner jointly and severally; and if the Client is a part of a Trust, shall be bound in their capacity as a trustee; includes the Client's executors administrators successors and nermitted assigns. "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not initied to, "Personal Information" such as name, address, D.O.B., occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and prioring details "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to his Contract. "Contractor" means LA Frost Py Ltd TiA Frost Roofing, its successors and assigns or any person acting on on behalf of and with the authority of LA Frost Py Ltd TiA Frost 1.3 1.4 1.5 "Contractor" means LA Frost Pty Ltd TIA Frost Roofing, its successors and assigns or any person acting on behalf of and with the authority of LA Frost Pty Ltd TIA Frost Roofing. "Cookles" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookles to operate in the background when using the Contractor's website, then the Client shall have the right to enable I disable the Cookles first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website. website. "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Clh). "Intended Use" means a building product and the use thereof, for which the building product is intended to be, or is reasonably likely to be, associated with a building. "Non-Conforming Building Product" means building product shat are regarded as Non-Conforming for an Intended Use if when associated with a building. (a) the product is not, or will not be, safe; or 19 the product is not, or will not be, sare, or does not, or will not, comply with the relevant regulatory provisions; or the product does not perform, or is not capable of performing, for the use to (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product. "Price" means the Price payable (glus any GST where applicable) for the Works as agreed between the Contractor and the Client in accordance with dause 6 below. "Works" mean all Works (including consultation, amundaturing and/or installation services) or Malerials supplied by the Contractor to the Client at the Client's request from time to time (where the condex so permits the terms "Works" or "Materials" shall be interchangeable for the other). "Worksile" means the address nominated by the Client to which the Materials/Works are to be supplied by the Contractor. 1.12 Acceptance The parties acknowledge and agree that (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for a coccepts delivery of the Works. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. 2. 2.1 2.2 and any other prior document or Surreque tiets use passes intro whether any other prior determined this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in withing by the consent of both parties. The Client acknowledges and accepts that: (a) the supply of Works on credit shall not take effect until the Client has completed a credit application with the Contractor and it has been approved with a credit limit established for the account. (b) in the event that the supply of Works requested exceeds the Clients reserved. 2.3 2.4 limit and/or the account exceeds the payment terms, the Contractor reserves the right to refuse delivery; and Materials for accepted orders may be subject to availability and if, for any (c) Materials for accepted orders may be subject to availability and if, for any reason, Materials are not or cases to be available, the Contractor reserves the right to substitute comparable Materials (or components of the Materials and vary the Prince as per dauses 2.2. In all such cases the Contractor will be a contractive or the contractor will be contracted to the contractor and the Client agree to such changes. Any advice, recommendation, information, assistance or service provided by the Contractor in relation to Materials or Works supplied is given in good faith to the Client, or the Client's agree that of the Contractor of the Materials or Works supplied is given in good faith to the Client, or the Client's agree that is based on the Contractor's own knowledge and experience and shall be accepted without liability on the part of the Contractor shall require the Client or their agent to authorise commencement of the Works in writing. The Contractor shall not be liable in any way whatsever for any damages or losses that occur after any subsequent commencement of the Works. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act. 2.5

7. 7.1

6.8

7.2

9.3

the Contractor.

Provision of the WorksSubject to clause 7.2 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible. start as soon as it is reasonably possible.

The Works' commencement date will be put back and/or the completion date

The Works' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to:

(a) make a selection; or
(b) have the Worksite ready for the Works; or
(c) notify the Contractor that the Worksite is ready.

Any time specified by the Contractor for delivery of the Works is an estimate only and the Contractor will not be lable for any loss or damage incurred by the Citent as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both praires. In the event that the Contractor's unable to supply the Works as agreed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.

Dimensions, Plans and Specifications
All oustomary building industry tolerances shall apply to the dimensions and measurements of the Materials unless the Contractor and the Client agree otherwise

in writing. The Contractor shall be entitled to rely on the accuracy of any plans, specifications

and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contrador accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. If the giving of an estimate or quotation for the supply of Materials involves the Contrador estimating measurements and quantities, it shall be the responsibility of the Client to resident places an order based on such estimated measurements and quantities, before the Client places an order based on such estimate or accepts such quantities.

quantities, bezire the true process.

Should the Client require any changes to the Contractor's estimated measurements and quantities, the Client shall required such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of that quotation.

Risk
If the Contractor retains ownership of the Materials under clause 13 then:
(a) where the Contractor is supplying Materials only, all risk for the Materials
shall immediately pass to the Client on delivery and the Client must insue
the Materials on or before delivery. The cost of delivery will be payable by
the Client in accordance with the quotation provided by the Contractor to the
Client, or as otherwise noffled to the Client prior to the placement of an order
for the Materials. Delivery of the Materials shall be deemed to have taken
place immediately at the time that the Materials are delivered by the
Contractor or the Contractor's nominated carrier to the Client's nominated
delivery address (even if the Client's in or present at the address); and
(b) where the Contractor is to both supply and install Materials then the
Contractor 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 Client.
Notwithstanding the provisions of dause 9.1 if the Client specifically requests the

immediately pass to the Client.

Nowthetanding the provisions of dause 9.1 if the Client specifically requests the Contractor to leave Materials outside the Contractor's premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.

expense.

The Client warrants that any structures to which the Materials are to be affixed are able to withstand the installation of the Materials and that any connections (including, but not limited to, meter tookes, piece, outgings and valves) are of suitable capacity to handle the Materials once installed. If for any reason (including the discovery of asbestos or dangerous access to crawl spaces or the roof) that the Contractor, or employees of the Confractor, companyly form the opinion that the Client's premises is not safe for the installation of Materials to proceed then the Contractor shall be emitted to delay installation of Materials to proceed then the Contractor may in agreement with the Client bring the premises ou to a standard suitable for installation to proceed. The Contractor may in agreement with the Client bring the premises ou to a standard suitable for installation to proceed but all such Works undertaken, and any additional Materials supplied shall be treated as a variation and be charged for addition to the Price. The Client acknowledges and accepts that:

ient acknowledges and accepts that:

The Contractor's quotation for repairs to existing roofs shall be based only on
the replacement of demanged roofing and/or any other roofing materials and
shall not include the replacement of roofing and/or any other roofing
materials with sight imperfactions unless authorised by the Client prior to the
commiscement of the Vfects. If the Client requests the replacement of
roofing and/or any other config materials that have slight imperfactions, that
the Contractor does not deem to be defective or affect the integrity of the

roof, then this shall be a variation to the original quotation and clause 6.2 will

The Contractor is only responsible for sections of the roof that are replaced by the Contractor and that in the event that other parts of the existing roof subsequently falls, the Client agrees to indemnify the Contractor against any loss or damage to the Works, or caused thereby, or any part thereof however arising, in the contractor against any no persons other than those authorised or employed by the Contractor are no persons of their than those authorised or employed by the Contractor are

has been seed to the rivars, or desagn in electry, any part intention to the commentary and the commentary a

(q)

fade or change colour over time; contract or distort as a result of exposure to heat, cold, or weather; mark or stain if exposed to certain substances; and be damaged or disfigured by impact or scratching.

10.2

10.5

12.2

(v) be damaged or distingued by impact or scratching.

Worksite Access and Condition
The Contractor is not responsible for the removal of rubbish from or clean-up of the building/construction Worksitels. All rubbish generated by the Contractor will be placed in a designated area appointed by the Client but the responsibility of removal of same is the Client or the Client's agent, unless otherwise agreed.

It is the intention of the Contractor and agreed by the Client that:

(a) the Client shall ensure that the Contractor has clear and free access to the Worksite at all times to enable them to undertake the Works (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Materials). The Contractor shall not be liable for any loss or damage to the Worksite (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the regigence of the Contractor, and (b) it is the Client's responsibility to provide the Contractor, while at the Worksite, with adequate access to validate water, electricity, tollet and washing facilities as may be required.

The Client agrees to be present at the Worksite when and as reasonably requested

facilities as may be required.

The Client agrees to be present at the Worksite when and as reasonably requested by the Contractor and its employees, contractors and/or agents.

Where the Contractor equires that Materias, fittings and appliances, or plant and tools required for the Works to be stored at the Worksite, the Client shall supply the Contractor a safe area for storage and shall take all reasonable efforts to protect items from possible destruction, their of dranage, in the event that any of the stored items are destroyed, stelen or damaged, then the cost of repair or replacement shall be the Client's responsibility. be the Client's responsibility. Worksite Inductions

To a companied by the Client requires an employee or sub-contractor of the Contractor to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay the Contractor's standard (and/or overtime, if applicable) hourly abour rate; or where the Contractor is in control of the Worksite, the Client and/or the Client shird party contractors must initially carry out the Contractor's Health & Safety induction course before access to the Worksite will be granted. By appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by the Contractor.

Hidden Services
Prior to the Contractor commencing any work the Client must advise the Contractor of the precise location of all hidden services on the Worksite and clearly mark the same. The mains and services the Client must identify include, but are not limited to, electrical services, gas services, sever services, pumping services, sever connections, sever sudge mains, water mains, imigation pipes tilephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Worksite.

Workstle. Whilst the Contractor will take all care to avoid damage to any hidden services the Client agrees to indemnify the Contractor 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 dause 11.1.

and nothled as per calause 1.1.

Compliance with Laws
The Client and the Contractor 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 (WHS) relating or any other relevant safety standards or legislation pertaining to the Works.

Shoth parties acknowledge and agric Construction Code of Australia (NCC) and comply with section?4A (products associated with building works and/or the intended use) and section ?4AE (Chain of Responsibility) of the QBCC Act 1991, in respect of all workmarship and building products to be supplied of the Works will be provided in accordance with any current relevant AustralianNew Zealand Standards applicable.

Where the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the Intended use and any faults inherent in those products. However, if in the Contractor sopinion, it is believed that the materials supplied are Non-Contraining products and will not confirm with state and/or remirroy regulations, then the Contractor shall be entitled, without conform with state and/or remirroy regulations, then the Contractor shall be entitled, without conform with state and/or remirroy regulations, the the Works. until the appropriate conforming products are sourced and all costs ass such a change to the plans and design will be invoiced in accordance

The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.

Title
The Contractor and the Client agree that ownership of the Materials shall not pass

untit.
(a) the Client has paid the Contractor all amounts owing to the Contractor, and
(b) the Client has met all of its other obligations to the Contractor.
Receipt by the Contractor 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 13.2 13.3

It is further agreed that until ownership of the Materials passes to the Client in

It is further agreed that until ownership of the Materials passes to the Client in accordance with clause 13.1:

(a) the Client is only a bailee of the Materials and unless the Materials have become factures must return the Materials to the Contractor or nequest;

(b) the Client holds the benefit of the Client's insurance of the Materials on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;

(c) the production of these terms and conditions by the Contractor shall be sufficient evidence of the Contractor's rights to receive the insurance proceeds direct from the insurance proceeds direct from the insurance to the Contractor to make further enquiries;

(the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for the Contractor and must are or deliver the recognition.

must pay or deliver the proceeds to the Contractor on demand

Authorised Representatives
The Client acknowledges and agrees that the Contractor shall (for the duration of the Works) liaised directly with one (1) authorised representative, and that once introduced as such to the Contractor, that person shall have the full authority of the client to order any Materials, Works and/or to request any variation thereto on the Client schell. The Client accepts that they will be solely lable to the Contractor for client's behalf. The Chieff accepts that they will be solely liable to the Contractor all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Materials, Works or variation/s requested thereto by the Client's duly authorised representative.

26

3. 3.1

4. 4.1

4.2

Clients auny aumorised representative.

Errors and Omissions
The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or mission(s):
(a) resulting from an inadventent mistake made by the Contractor in the formation and/or administration of this Contract, and/or
(b) contained informitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Works.

In circumstances where the Client is required to place an order for Materials, in writing, or otherwise as permitted by these terms and conditions, the Client is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Materials (whether they are made to order Materials or not) ("Client Error)". The Client must pay for all Materials in orders from the Contractor notwithstanding that such Materials after from a Client Error and notwithstanding that the Client has not taken or reluses to take delivery of such Materials. The Contractor is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Client Errors.

Change in Control **5.** 5.1

Change in Control
The Client shall give the Contractor not less than fourteen (14) days prior written
notice of any proposed change of ownership of the Client and/or any other change
in the Client's details (including but not limited to , changes in the Client's name,
address, contact phone or fax numberls, change of trustees, or business practice).
The Client shall be liable for any loss incurred by the Contractor as a result of the
Client's failure to comply with this clause.

6. 6.1 Price and Payment

At the Contractor's sole discretion, the Price shall be either

as indicated on invoices provided by the Contractor to the Client in respect of Works performed or upon placement of an order for the Materials; or (b) the Contractor's quoted Price (subject to clause 6.2) which shall be binding upon the Contractor's quoted the Client shall accept the Contractor covided that the Client shall accept the Contractor's quotation in writing within thirty (30) days, all Works will be scheduled to commence thirty (30) days after the quote has been accepted.

The Contractor reserves the right to change the Price.

(a) if a variation to the Materials which are to be supplied is requested; or

6.2

Please note that a larger print version of these terms and conditions is available from the Contractor on request. #43329 @ Copyright - EC Credit Control 1999 - 2025

			oofing – Terms & Conditions of Tra	iue	(b) allow the CDB to see the constitution of t
	 the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs; 	16.11	Notwithstanding anything contained in this clause if the Contractor is required by a law to accept a return then the Contractor will only accept a return on the conditions imposed by that law. Subject to clause 16.1, customised, or non-stocklist items or Materials made or	20.8	 allow the CRB to create or maintain a credit information file about the Clie including credit history. The information given to the CRB may include: Personal Information as outlined in 20.3 above;
	(f) unless the Materials have become fixtures the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Materials are kept and recover possession of the Materials;	17.	ordered to the Client's specifications are not acceptable for credit or return. Intellectual Property		 (b) name of the credit provider and that the Contractor is a current credit provide to the Client;
	(g) the Contractor may recover possession of any Materials in transit whether or not delivery has occurred; (h) the Client shall not charge or grant an encumbrance over the Materials nor	17.1	Where the Contractor has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Contractor,		(c) whether the credit provider is a licensee; (d) type of consumer credit; (e) details concerning the Client's application for credit or commercial credit (e. date of commencement/termination of the credit account and the amou
	grant nor otherwise give away any interest in the Materials while they remain the property of the Contractor;		and shall only be used by the Client at the Contractor's discretion. Under no circumstances may such designs, drawings and documents be used without the		requested); (f) advice of consumer credit defaults (provided the Contractor is a member
	 the Contractor may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client. 	17.2	express written approval of the Contractor. The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify		an approved OAIC External Disputes Resolution Scheme), overdit accounts, loan repayments or outstanding monies which are overdue if more than sixty (60) days and for which written notice for request of payme has been made and debt recovery action commenced or alternatively the
1	Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement,	47.0	the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.		the Client no longer has any overdue accounts and the Contractor has be paid or otherwise discharged and all details surrounding that discharge(
2	and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the	17.3	The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Contractor has created for the Client.		dates of payments); (g) information that, in the opinion of the Contractor, the Client has committe serious credit infringement;
	purposes of the PPSA and creates a security interest in all Materials and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Works – that have previously been supplied and that will be supplied in the future by the Contractor to the Client.	18. 18.1	Default and Consequences of Default 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%)	20.9	(h) advice that the amount of the Client's overdue payment is equal to or m than one hundred and fifth oldians (\$150). The Client shall have the right to request (by e-mail) from the Contractor: (a) a copy of the Personal Information about the Client retained by
	The Client 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)	18.2	per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes the Contractor any money, the Client shall indemnify the		Contractor and the right to request that the Contractor correct any incorr Personal Information; and (b) that the Contractor does not disclose any Personal Information about
	which the Contractor 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;		Contractor from and against all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or (c) for which by the Client would be liable;	20.10	Client for the purpose of direct marketing. The Contractor will destroy Personal Information upon the Client's request (brimail) or if it is no longer required unless it is required in order to fulfil the obligation of this Contract or is required to be maintained and/or stored in accordance with
	(ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 14.3(a)(i) or		in regard to legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under these terms and conditions, internal administration fees, the Contractor's contract fees owing for breach of these terms and conditions',	20.11	law. The Client can make a privacy complaint by contacting the Contractor via en The Contractor will respond to that complaint within seven (7) days of receipt and the Contractor will respond to the complaint within seven (8) and the Contractor will respond to the Contractor will respond to the Contractor will respond to the Contractor will respon to the Contract
	14.3(a)(ii); (b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or	18.3	including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees. Further to any other rights or remedies the Contractor may have under this Contract, if a Client has made payment to the Contractor, and the transaction is subsequently		will take all reasonable steps to make a decision as to the complaint within thirty (days of receipt of the complaint. In the event that the Client is not satisfied with resolution provided, the Client can make a complaint to the Informal Commissioner at www.oaic.gov.au.
	releasing any Materials charged thereby; (c) not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;		reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention	21. 21.1	Building Industry Fairness (Security of Payment) Act 2017 At the Contractor's sole discretion, if there are any disputes or claims for unput
	not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of the Contractor; immediately advise the Contractor of any material change in its business	18.4	to the Client's obligations under this Contract. Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment,	21.2	Materials and/or Works then the provisions of the Building Industry Fairne (Security of Payment) Act 2017 may apply. Nothing in this Contract is intended to have the effect of contracting out of a applicable provisions of the Building Industry Fairness (Security of Payment) A
ı	practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.		become immediately payable if: (a) any money payable to the Contractor becomes overdue, or in the		2017 of Queensland, except to the extent permitted by the Act where applicable.
	The Contractor and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Client hereby waives its rights to receive notices under sections 95, 118, 121(4),		Contractor's opinion the Client will be unable to make a payment when it falls due, (b) the Client has exceeded any applicable credit limit provided by the	22. 22.1	Service of Notices Any written notice given under this Contract shall be deemed to have been gir and received:
	130, 132(3)(d) and 132(4) of the PPSA. The Client waives its rights as a grantor and/or a debtor under sections 142 and 143		Contractor; (c) the Client becomes insolvent or bankrupt, convenes a meeting with its		 (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract;
	of the PPSA. Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 157 of the PPSA.		creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is		by sending it by registered post to the address of the other party as state this Contract; if sent by facsimile transmission to the fax number of the other party as state.
	The Client shall unconditionally ratify any actions taken by the Contractor under clauses 14.3 to 14.5. Subject to any express provisions to the contrary (including those contained in this	19. 19.1	appointed in respect of the Client or any asset of the Client. Cancellation	22.2	in this Contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contr
	clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. Security and Charge	19.1	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions ("the Breaching Party") the other party may supend or terminate the supply or purchase of Materials and/or Works to the other party, with	23.	is shown, at the time when by the ordinary course of post, the notice would h been delivered. Trusts
	In consideration of the Contractor agreeing to supply the Materials and/or provide its Works and as acknowledged by the Contractor in accordance with any		immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage the other party suffers because one of the parties	23.1	If the Client at any time upon or subsequent to entering in to the Contract is ac in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whe
	Acknowledgment Document the Client grants the Contractor a security interest by way of a floating charge (registerable by the Contractor pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several)	19.2	has exercised its rights under this dause. If the Contractor, due to reasons beyond the Contractor's reasonable control, is unable to deliver any Materials and/or Works to the Client, the Contractor may cancel		or not the Contractor may have notice of the Trust, the Client covenants with Contractor as follows: (a) the Contract extends to all rights of indemnity which the Client now
	in all other assets that is now owned by the Client or owned by the Client in the future, including but not limited to those set out in any Acknowledgment Document, to the extent necessary to secure the repayment of monies owed under this Contract		any Contract to which these terms and conditions apply or cancel Delivery of Materials and/or Works at any time before the Materials and/or Works are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay		subsequently may have against the Trust, the trustees and the trust fun the Client has full and complete power and authority under the Trust or the Trustees of the Trust as the case may be to enter into the Contract
	for provision of the Materials and/or Works under this Contract and/or permit the Contractor to appoint a receiver to the Client in accordance with the Corporations Act 2001 (Cth).		to the Client any money paid by the Client for the Materials and/or Works. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.		the provisions of the Trust do not purport to exclude or take away the of indemnity of the Client against the Trust, the trustees and the trust from the Client will not release the right of indemnity or commit any breact
	The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.	19.3	The Client may cancel delivery of the Materials and/or Works by written notice served within forty-eight (48) hours of placement of the order. If the Client cancels delivery in accordance with this clause 19.3, the Client will not be liable for the payment of		trust or be a party to any other action which might prejudice that right indemnity; (c) the Client will not during the term of the Contract without consent in wr
3	In the event that the Client defaults or breaches any term of this Contract and as a result, the security provided in clauses 13.1,14.2 and 15.1 as applicable, is deemed insufficient by the Contractor to secure the repayment of monies owed by the Client to the Contractor, the Client hereby grants the Contractor a security interest as at	19.4	any costs of the Contractor, except where a deposit is payable in accordance with clause 6.4. However, cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has		of the Contractor (the Contractor will not unreasonably withhold const cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of Trust:
	the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Client now, or owned by the Client in the future, to secure the performance of the Client of its obligations		commenced, or an order has been placed. Privacy Policy		(ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust fund or trust property.
	under these terms and conditions (including, but not limited to, the payment of any money), in accordance with the Acknowledgement Document.	20.1	All emails, documents, images or other recorded information held or used by the Contractor is Personal Information, as defined and referred to in clause 20.3, and therefore considered Confidential Information. The Contractor acknowledges its	24. 24.1	General Any dispute or difference arising as to the interpretation of these terms
	Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA") The Client must inspect all Meterials and delivery for the Works an expection, and		obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any		conditions or as to any matter arising herein, shall be submitted to, and settled mediation before resorting to any external dispute resolution mechanisms (inclu-
	The Client must inspect all Materials on delivery (or the Works on completion) and must within seven (7) days of delivery notify the Contractor in writing of any evident defect/damage, shortage in quantify, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon		statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Contractor acknowledges that		arbitration or court proceedings) by notifying the other party in writing setting out reason for the dispute. The parties shall share equally the mediator's fees. Shi mediation fail to resolve the dispute, the parties shall be free to pursue other disp resolution avenues.
	as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Contractor to inspect the Materials or to review the Works provided.		in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Contractor that may result in serious harm to the Client, the Contractor will notify the Client in accordance with the Act and/or the	24.2	The failure by either party to enforce any provision of these terms and conditi shall not be treated as a waiver of that provision, nor shall it affect that party's r to subsequently enforce that provision. If any provision of these terms and conditi
	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	20.2	GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding clause 20.1, privacy limitations will extend to the Contractor in	24.3	shall be invalid, void, illegal or unenforceable, that provision shall be severed f this Contract, and the validity, existence, legality and enforceability of the remain provisions shall not be affected, prejudiced or impaired. These terms and conditions and any Contract to which they apply shall be gover
	The Contractor acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-	20.2	respect of Cookies where the Client utilises the Contractor's website to make enquiries. The Contractor agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such		by the laws of Queensland and are subject to the jurisdiction of the courts in state. These terms prevail over all terms and conditions of the Client (even if form part of the Client's purchase order).
	Excluded Guarantees, the Contractor makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Materials/Works. The Contractor's liability in respect of these warranties is limited to the fullest extent permitted by law.		technology allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to the Contractor when the Contractor sends an email	24.4	The Contractor may licence and/or assign all or any part of its rights an obligations under this Contract without the Client's consent provided the assignrr does not cause detriment to the Client. The Client cannot licence or assign without the written approval of the Contractor.
	If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.		to the Client, so the Contractor may collect and review that information ("collectively Personal Information")	24.6	The Contractor may elect to subcontract out any part of the Works but shall no relieved from any liability or obligation under this Contract by so doing. Furtherm
	If the Contractor is required to replace any Materials under this clause or the CCA, but is unable to do so, the Contractor may refund any money the Client has paid for the Materials.		If the Client consents to the Contractor's use of Cookies on the Contractor's website and later wishes to withdraw that consent, the Client may manage and control the Contractor's privacy controls via the Client's web browser, including removing	24.7	the Client agrees and understands that they have no authority to give any instruct to any of the Contractor's sub-contractors without the authority of the Contractor The Client agrees that the Contractor may amend their general terms and condit
	If the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Works under this dause or the CCA, but is unable to do so, then the Contractor may refund any money the Client has paid for the Works but only to the extent that such refund shall take into account the year of Works and Materials which have been the contractor of the contractor of the works and which the whole have been the contractor of the contractor of the works and which the whole have been the contractor of the works and who is the work of the works and who is the whole have been the work of the wore	20.3	Cookies by deleting them from the browser history when exiting the site. The Client agrees for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, countries of size of challenge contractors contact (agrail Exposure of Twitter).		for subsequent future contracts with the Client by disclosing such to the Clien writing. These changes shall be deemed to take effect from the date on which Client accepts such changes, or otherwise at such time as the Client makes a fur request for the Contracted to provide Works to the Client.
	refund shall take into account the value of Works and Materials which have been provided to the Client which were not defective. If the Client is not a consumer within the meaning of the CCA, the Contractor's liability		occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to	24.8	request for the Contractor to provide Works to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism strike, lock-out, industrial action, fire, flood, storm, national or global pandemics
	for any defect or damage in the Materials is: (a) limited to the value of any express warranty or warranty card provided to the Client by the Contractor at the Contractor's sole discretion;	20.4	credit provided by the Contractor. The Client agrees that the Contractor may exchange information about the Client with those credit providers and with related body corporates for the following purposes:		and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed boarder lockdowns (including, worldwide destination port- etc, ("Force Majeure") or other event beyond the reasonable control of either pa
	(b) limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Materials; (c) otherwise negated absolutely. Subject to this clause 16, returns will only be accepted provided that:		purposes: (a) to assess an application by the Client; and/or (b) to notify other credit providers of a default by the Client; and/or (c) to exchange information with other credit providers as to the status of this	24.9	etc., Force majeure) or other event beyond the reasonation control or either pa This clause does not apply to a failure by the Client to make a payment to the Contrador, once the parties agree that the Force Majeure event has ceased. Both parties warrant that they have the power to enter into this Contract and h
	(a) the Client has complied with the provisions of clause 16.1; and (b) the Contractor has agreed that the Materials are defective; and (c) the Materials are returned within a reasonable time at the Client's cost (if that		credit account, where the Client is in default with other credit providers; and/or (d) to assess the creditworthiness of the Client including the Client's repayment		obtained all necessary authorisations to allow them to do so, they are not insolt and that this Contract creates binding and valid legal obligations on them. The rights and obligations of the parties will not merge on completion of
	cost is not significant); and (d) the Materials are returned in as close a condition to that in which they were delivered as is possible.	20.5	history in the preceding two (2) years. The Client consents to the Contractor being given a consumer credit report to collect personal credit information relating to any overdue payment on commercial credit.		transaction under this Contract, and they will survive the execution and deliver any assignment or other document entered, for the purpose of, implementing transaction under this Contract.
	Notwithstanding clauses 16.1 to 16.9 but subject to the CCA, the Contractor shall not be liable for any defect or damage which may be caused or partly caused by or	20.6	The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other agreed purposes	24.11	If part or all of any term of this Contract is or becomes invalid, illega unenforceable, it shall be severed from this Contract and shall not affect the val
	arise as a result of: (a) the Client failing to properly maintain or store any Materials; (b) the Client using the Materials for any purpose other than that for which they		or required by): (a) the provision of Works; and/or (b) analysing, verifying and/or checking the Client's credit, payment and/or		and enforceability of the remaining terms of this Contract.
	were designed; (c) the Client continuing to use any Materials after any defect became apparent		status in relation to the provision of Works; and/or (c) processing of any payment instructions, direct debit facilities and/or credit		
	or should have become apparent to a reasonably prudent operator or user; (d) interference with the Works by the Client or any third party without the Contractor's prior approval;	20.7	facilities requested by the Client; and/or (d) enabling the collection of amounts outstanding in relation to the Works. The Contractor may give information about the Client to a CRB for the following		
	 the Client failing to follow any instructions or guidelines provided by the Contractor; 	20.1	purposes: (a) to obtain a consumer credit report;		
	(f) fair wear and tear, any accident, or act of God.				