

Frost Roofing – Terms & Conditions of Trade

1.1	Definitions	(b)	if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or	roof, then this shall be a variation to the original quotation and clause 6.2 will apply;	
1.2	"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 Materials or Works.	(c)	where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, conditions to accessing the Works, obscured buildings, site defects, incorrect measurements, plans and/or specifications provided by the Client, safety considerations (discovery of asbestos, etc.), prerequisite work by any 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	(b) 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 works are eventually fails, the Client agrees to indemnify the Contractor against any loss or damage to the Works, or caused thereby, or any part thereof howsoever arising;	
1.3	"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 severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	(d)	in the event of increases to the Contractor in the cost of labour or Materials which are beyond the Contractor's control.	(c) no persons other than those authorised or employed by the Contractor are to walk on the treated roof surface for a period of twenty-one (21) days after completion of the Works and at no time are any persons permitted to be in the areas of the Works. The Contractor shall not be liable for any loss, damages, injuries, or costs howsoever arising resulting from the Client's failure to comply with this clause;	
1.4	"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 limited 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 pricing details.	6.3	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 completion.	(d) the Contractor accepts no liability for any subsequent loss or damage (including, but not limited to, internal water damage) to the Client's property which may occur during the cleaning process where such loss or damage is due to pre-existing faults or leaks;	
1.5	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	6.4	At the Contractor's sole discretion, a reasonable non-refundable deposit may be required upon placement of an order for Materials/Works, in accordance with any quotation provided by the Contractor or as notified to the Client prior to the placement of an order for Materials/Works.	(e) it is their responsibility to ensure that any uncompleted areas are kept watertight during construction if there is any delay in the Works due to circumstances beyond the control of the Contractor (including, but not limited to, waiting on another trade, Materials, or weather conditions). The Contractor will accept no liability whatsoever for any damages caused as a result of the Client's failure to comply with this clause;	
1.6	"Contractor" means LA Frost Pty Ltd T/A Frost Roofing. Its successors and assigns or any person acting on behalf of and with the authority of LA Frost Pty Ltd T/A Frost Roofing.	6.5	Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be: (a) on completion of the Works; or (b) by way of progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the Worksite but not yet installed; or (c) fifteen (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 (e) 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.	(f) where the Contractor is requested by the Client to either remove the satellite dish prior to the commencement of the Works and upon completion of the Works re-install the satellite dish, it shall be the Client's responsibility to arrange for a qualified technician to ensure that the satellite dish has been aligned correctly to the satellite for optimum viewing;	
1.7	"Cookies" 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 Cookies to operate on the background when using the Contractor's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	6.6	Payment may be made by electronic/online banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.	(g) when an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation items or drainage components used due to the difference in metal alloys available and manufacturing standards and tolerances shall not deemed to be a defect in the Materials; and	
1.8	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	6.7	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 payments previously received and allocated. In the absence of any payment 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 PSPA) in the Materials.	(h) Materials supplied may: (i) exhibit variations in shade, colour, texture, surface, markings and finish. The Contractor will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur;	
1.9	"Intended Use" means any 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.	6.8	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment 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 18.1.	(ii) fade or change colour over time; (iii) contract or distort as a result of exposure to heat, cold, or weather; (iv) mark or stain if exposed to certain substances; and (v) be damaged or disfigured by impact or scratching.	
1.10	"Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building: (a) the product is not, will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (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.	6.9	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 GST, 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.	10.1 Worksite Access and Condition The Contractor is not responsible for the removal of rubbish from or clean-up of the building/construction Worksite/s. 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's responsibility and the Contractor agrees to indemnify the Client. 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 Works (including, but not limited to, limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Contractor; and (b) it is the Client's responsibility to provide the Contractor, while at the Worksite, with adequate access to available water, electricity, toilet and washing facilities as may be required.	
1.11	"Price" means the Price payable (plus any GST where applicable) for the Works as agreed between the Contractor and the Client in accordance with clause 6 below.	7.	Provision of the Works Subject to clause 7.2 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible.	10.2 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 requires that Materials, 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 all items from possible destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Client's responsibility.	
1.12	"Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).	7.1	The Client to make a selection; or (a) leave the Worksite ready for the Works; or (c) notify the Contractor that the Worksite is ready.	10.3 Worksite Inductions (a) in the event 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 labour rate; or (b) where the Contractor is in control of the Worksite, the Client and/or the Client's third party contractors must initially carry out the Contractor's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be 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.	
2.	"Worksite" means the address nominated by the Client to which the Materials/Works are to be supplied by the Contractor.	7.2	Any time specified by the Contractor for delivery of the Works is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client 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 the parties. In the event that the Contractor is 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.	10.4 The Contractor 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 requires that Materials, 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 all items from possible destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the Client's responsibility.	
2.1	Acceptance	7.3	Any time specified by the Contractor for delivery of the Works is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client 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 the parties. In the event that the Contractor is 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.	10.5 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, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Worksite.	
2.2	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 or accepts delivery of the Works.	8.	Dimensions, Plans and Specifications All customary building industry tolerances shall apply to the dimensions and measurements of the Materials unless the Contractor and the Client agree otherwise in writing.	11.1	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 clause 11.1.
2.3	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.	8.1	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 is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs howsoever resulting from these inaccurate plans, specifications or other information.	11.2	Where the Client has supplied products for the Contractor to complete the Works, 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's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with state and/or territory regulations, then the Contractor shall be entitled, without prejudice, to halt the Works until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 6.2.
2.4	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	8.2	If the giving of an estimate or quotation for the supply of Materials involves the Contractor estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of the Contractor's estimated measurements and quantities, before the Client places an order based on such estimate or accepts such quotation.	12.1	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.
2.5	The Client acknowledges 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 Client's credit limit and/or the account exceeds the payment terms, the Contractor reserves the right to refuse delivery; (c) Materials for accepted orders may be subject to availability and if, for any reason, Materials are not or cease to be available, the Contractor reserves the right to substitute comparable Materials (or components of the Materials) and vary the Price as per clause 6.2. In all such cases the Contractor will notify the Client in advance of any such substitution, and also reserves the right to place the Client's order and/or Works on hold, as per clause 7.2 until such time as the Contractor and the Client agree to such changes.	8.3	Should the Client require any changes to the Contractor's estimated measurements and quantities, the Client shall request 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.	12.2	Both parties acknowledge and agree: (a) to comply with the National Construction Code of Australia (NCC) and Australian Standard AS/NZS 4444 (products associated with building works and/or the intended use) and section 744E (Chain of Responsibility) of the CBC Act 1991, in respect of all workmanship and building products to be supplied during the course of the Works; and (b) that Works will be provided in accordance with any current relevant Australian Standard or New Zealand Standard's applicable.
2.6	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 agent and is based on the Contractor's own knowledge and experience and shall be accepted without liability on the part of the Contractor. Where such advice or recommendations are not acted upon then 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 whatsoever 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.	8.4	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.	12.3	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.
3.	Authorised Representatives	9.	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 insure 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 notified 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 at the Client's nominated delivery address (even if the Client is not 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.	13.1	Title The Contractor and the Client agree that ownership of the Materials shall not pass until: (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.
3.1	The Client acknowledges and agrees that the Contractor shall (for the duration of the Works) liaise 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's behalf. The Client accepts that they will be solely liable to the Contractor for all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Materials, Works or variations requested thereto by the Client's duly authorised representative.	9.1	Notwithstanding the provisions of clause 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.	13.2	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 recognised.
4.	Errors and Omissions	9.2	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 boxes, pipes, couplings 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 Contractor, reasonably form the opinion that the Client's premises is not safe for the installation of Materials to proceed then the Contractor shall be entitled to delay installation of the Materials (in accordance with the provisions of clause 7.2 above) until the Contractor is satisfied that it is safe for the installation to proceed. The Contractor may in agreement with the Client bring the premises up 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 in addition to the Price.	13.3	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 fixtures must return the Materials to the Contractor on request; (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; 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 insurer without the need for any person dealing with the Contractor to making any enquiries; (c) 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 pay or deliver the proceeds to the Contractor on demand;
4.1	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 omission(s): (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract; and (b) contained inmitted from any literature (typed copy and/or electronic) supplied by the Contractor in respect of the Works.	9.3	The Client acknowledges and accepts that: (a) the Contractor's quotation for repairs to existing roofs shall be based only on the Contractor's assessment of damaged roofing and/or any other roofing materials and shall not include the replacement of roofing and/or any other roofing materials with slight imperfections unless authorised by the Client prior to the commencement of the Works. If the Client requests the replacement of roofing and/or any other roofing materials that have slight imperfections, that the Contractor does not deem to be defective or affect the integrity of the		
4.2	In circumstances where the Client has agreed 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 if orders from the Contractor notwithstanding that such Materials suffer from a Client Error and notwithstanding that the Client has not taken or refuses 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.	9.4	The Client acknowledges and accepts that: (a) the Contractor's quotation for repairs to existing roofs shall be based only on the Contractor's assessment of damaged roofing and/or any other roofing materials and shall not include the replacement of roofing and/or any other roofing materials with slight imperfections unless authorised by the Client prior to the commencement of the Works. If the Client requests the replacement of roofing and/or any other roofing materials that have slight imperfections, that the Contractor does not deem to be defective or affect the integrity of the		
5.	Change in Control				
5.1	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 number, 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.	Price and Payment				
6.1	At the Contractor's sole discretion, the Price shall be either: (a) 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 provided 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.				
6.2	The Contractor reserves the right to change the Price: (a) if a variation to the Materials which are to be supplied is requested; or				

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14.0	(e)	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, dispose of or return the resulting product to the Contractor as it so directs;	14.1	(f)	unless the Materials have been factored the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Materials are kept and recover possession of the Materials;	14.2	(g)	the Contractor may recover possession of any Materials in transit whether or not delivery has occurred;	14.3	(h)	the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of the Contractor;	14.4	(i)	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.	14.5	Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	14.6	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 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.	14.7	The Client undertakes to:	14.8	(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) which the Contractor may reasonably require to:	14.9	(i)	register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;	15.0	(ii)	register any other document required to be registered by the PPSA; or	15.1	(iii)	correct a defect in a statement referred to in clause 14.3(a)(i) or 14.3(a)(ii);	15.2	(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 releasing any Materials charged thereby;	15.3	(c)	not register a financing change statement in respect of a security interest without the prior written consent of the Contractor;	15.4	(d)	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;	15.5	(e)	immediately advise the Contractor of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.	15.6	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.	15.7	The Client waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.	15.8	The Client waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	15.9	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.	16.0	The Client shall unconditionally ratify any actions taken by the Contractor under clauses 14.3 to 14.5.	16.1	Subject to any express provisions to the contrary (including those contained in this 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.	16.2	Security and Charge 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 Acknowledgment Document the Client grants the Contractor a security interest by way of a floating charge (registrable by the Contractor pursuant to the PPSA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that are 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 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).	16.3	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.	16.4	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 the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property 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 under these terms and conditions (including, but not limited to, the payment of any money), in accordance with the Acknowledgment Document.	16.5	Defects, Warranties and Returns, Competition and Consumer Act 2010 ("CCA") 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 quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Materials/Works as soon 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.	16.6	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).	16.7	The Contractor admits to these terms and conditions and purports to modify or exclude the Non-Excluded Guarantees.	16.8	Except as expressly set out in these terms and conditions or in respect of the Non-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.	16.9	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.	17.0	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.	17.1	If the Contractor is required to rectify, re-supply, or pay the cost of re-supplying the Works under this clause 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 value of Works and Materials which have been provided to the Client which were not defective.	17.2	If the Client is not a consumer within the meaning of the CCA, the Contractor's liability for any defect or damage provided to the Client by the Contractor is:	17.3	(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;	17.4	(b)	limited to any warranty to which the Contractor is entitled, if the Contractor did not manufacture the Materials;	17.5	(c)	otherwise negated absolutely;	17.6	Subject to clause 16.5, returns will only be accepted provided that:	17.7	(a)	the Client has complied with the provisions of clause 16.1; and	17.8	(b)	the Contractor has agreed that the Materials are defective; and	17.9	(c)	the Materials are returned within a reasonable time at the Client's cost (if that cost is not significant); and	18.0	(d)	the Materials are returned in as close a condition to that in which they were delivered as is possible.	18.1	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 arise as a result of:	18.2	(a)	the Client failing to properly maintain or store any Materials;	18.3	(b)	the Client using the Materials for any purpose other than that for which they were designed;	18.4	(c)	the Client continuing to use any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user; interference with the Works by the Client or any third party without the Contractor's prior approval;	18.5	(d)	the Client failing to follow any instructions or guidelines provided by the Contractor;	18.6	(f)	fair wear and tear, any accident, or act of God.	18.7	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.	18.8	Subject to clause 16.1, customised, or non-stocklist items or Materials made or ordered to the Client's specifications are not acceptable for credit or return.	18.9	Intellectual Property 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, 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 express written approval of the Contractor.	18.10	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 the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.	18.11	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.	18.12	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%) 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.	18.13	If the Client owes the Contractor any money, the Client shall indemnify the Contractor from and against all costs and disbursements:	18.14	(a)	incurred; and/or	18.15	(b)	which would be incurred and/or	18.16	(c)	for which by the Client would be liable;	18.17	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 costs less owing for breach of these terms and conditions (including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank disbursement fees.	18.18	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 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 to the Client's obligations under this Contract.	18.19	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, become immediately payable if:	18.20	(a)	any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;	18.21	(b)	the Client has exceeded any applicable credit limit provided by the Contractor;	18.22	(c)	the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	18.23	(d)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	18.24	Cancellation 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 suspend or terminate the supply or purchase of Materials and/or Works to the other party, with immediate effect, by providing the Breaching Party with written notice. Neither party will be liable for any loss or damage to the other party suffered because one of the parties has exercised its rights under this clause.	18.25	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 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 the Client notice to the Client. On giving such notice the Contractor shall repay 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.	18.26	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 of Materials and/or Works under clause 18.23, the Client will not be liable for the payment of any costs of the Contractor, except where a deposit is payable in accordance with clause 6.4.	18.27	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 commenced, or an order has been placed.	18.28	Privacy Policy All emails, documents, images or
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