

## Terms and Conditions of Sale

This quotation is issued by the company and any contract created by or evidenced by or arising out of this quotation shall be subject to the conditions on the front and following terms and conditions:

### 1. DEFINITIONS

- 1.1 The expression "The Company" shall mean Shreejee Pty Ltd trading as Hi-Point Windows.
- 1.2 The expression "Customer" shall mean the person to whom the quotation is addressed on the face hereof or any person who accepts it.
- 1.3 The expression "The Goods" shall mean such of the goods detailed on the face hereof and being the subject of the quotation as the buyer shall order.
- 1.4 The expression "The Deposit" shall mean the deposit sum (if any) shown on the face hereof being a guarantee for the due performance of the buyers obligation.
- 1.5 The expression "The Order" shall mean the acceptance of this quotation in whole or in part by the buyer.

### 2. TERMS OF PAYMENT

- 2.1 Payment is subject to the terms arranged between the company and the buyer, in writing, and in the absence of such written arrangements the buyer shall make payment in full concurrently with the order.
- 2.2 The buyer shall not be entitled for any reason to defer or withhold payment in whole or in parts unless agreed to by the company in writing.
- 2.3 The company shall be at liberty at its discretion to charge interest on all overdue accounts at the rate of two percent (2%) per month calculated on daily basis.
- 2.4 If the buyer makes default in any payment or commits any act of bankruptcy or, being an incorporated company, passes a resolution for winding up (except for the purpose of reconstruction) or petition is presented for its winding up, the company may, without prejudice to its own rights, either suspend further deliveries, require payment in advance for all such deliveries, or terminate any contract forthwith by written notice to the buyer.
- 2.5 The company will not accept the return of or give credit for any goods supplied under the quotation.
- 2.6 Property of the goods shall not pass from the company to the purchaser until the purchaser has paid for them in full.

### 3. ABILITY TO SUPPLY

- 3.1 Any statement or agreement by the company is subject to its ability to secure labour, materials and other services for the manufacture and supply of the goods.
- 3.2 The company shall not be liable in any way for failure to deliver the goods within the stated time and the buyer shall accept and pay for the goods notwithstanding any such failure to deliver within the stated time.

### 4. PRICES

- 4.1 If the quoted price is not accepted within thirty (30) days from the date of quotation the company may review and increase the quoted price.
- 4.2 The quoted price is based upon the particular specifications of the goods and the company shall have the right to review the quoted price if there is any variation thereof.

### 5. DELIVERY

- 5.1 Delivery of the goods shall be deemed to be effected when the same is handed to the buyer or his representative of its delivery to the premises or carrier nominated by the buyer of the goods shall thereafter be at the buyer's risk.
- 5.2 Upon the signing of a delivery docket, unless the contrary is noted in the docket the goods shall be deemed to have been delivered in good order and condition and if no person is present to sign the delivery docket than the goods will be deemed to have been delivered in good order and condition unless shortage, damage or other at the time of delivery is reported by the buyer to the company within twenty-four (24) hours of the delivery being effected and confirmed in writing within seven (7) days of such delivery.
- 5.3 The buyer agrees to accept delivery of the goods or to make satisfactory arrangements to accept the delivery of the goods within seven (7) days of the company notifying the buyer that the goods are available for delivery.
- 5.4 Should the buyer not accept or be able to accept the delivery of the goods or any part thereof within seven (7) days of being so notified by the company then it will indemnify the company for any charges of storage, handling and demurrage of the goods if they are stored on any premises owned or occupied by the company.
- 5.5 If the buyer fails to accept any part of the works which the company has dispatched in conformity with the agreement between the company and the buyer and such part of the goods is returned to the company and redispached subsequently, then a charge equal to double the current delivery charge will be paid by the buyer to the company forthwith.

### 6. GUARANTEE

- 6.1 Company warrants the goods for a period of twelve (12) months from the date of delivery against faulty workmanship and/or product operating failure.
- 6.2 This warranty does not extend to any failure arising from misuse or damage by others.
- 6.3 This warranty does not extend to any powder coating and anodising which is subcontracted to others.

### 7. CANCELLATION

Any order may be cancelled by the buyer only with the written consent of the company and upon payment of reasonable cancellation charges. Such charges shall take into account expenses incurred by the company to the date of cancellation, including recompense for any commitments made by the company in consequence of the order and all other losses both actual and prospective incurred as a result of such cancellation.

### 8. DEFAULT

- 8.1 The Company shall be entitled to suspend delivery of the goods or any part thereof and/or terminate the Contract, if the Buyer either fails to perform or observe any condition of the contract rising from this invoice including the terms of payment and/or delivery arranged between the Company and the Buyer, or if the Buyer is made bankrupt, has a liquidator, receiver or official manager appointed for all or any part of his assets, or has a winding up order made against him, or enters into any arrangements with creditors. Such suspension, and/or termination shall be without prejudice to and shall not affect any rights of the company against the Buyer prior thereto.
- 8.2 Upon termination of the Contract by the company, the Deposit (if any) paid by the Buyer shall be forfeited to the company who shall thereafter either sue the Buyer for breach of contract or resell the goods and any deficiency (if any) arising on such resale and all expenses of and incidental to such resale or attempted resale and the Buyer's default shall be recoverable by the company and the Deposit forfeited as security for any damages awarded to the Company for the Buyer's default.

### 9. APPLICABLE LAW

Any agreement or contract made with the Company by the Buyer pursuant to this quotation shall in all respects be construed in accordance with the laws of the State in which the quotation was issued.

### 10. ON SITE SERVICES

- 10.1 If scaffolding is required it shall be the responsibility of the Buyer.
- 10.2 If hoisting facilities are required for the removal of the goods from the delivery vehicle or for their installation those facilities shall be the responsibility and at the cost of the Buyer.

### 11. GENERAL

- 11.1 Unless otherwise stated in the quotation all glass shall be clear glass.
- 11.2 It is expressly agreed that any variations in colour or texture of any material used in the goods shall not be a defect.