

# TERMS AND CONDITIONS

## 1 DICTIONARY

**Agreement** means the cover page, these terms and conditions and the credit application (where applicable).

**Seller** means Perth Windsor Doors Pty Ltd.

**Buyer** means the purchaser of the product manufactured or services rendered by Perth Windsor Doors Pty Ltd.

**Payment Schedule** means the amounts agreed to on the cover page or otherwise agreed to in writing.

**Product** means the products and/or services to be supplied by Perth Windsor Doors Pty Ltd described on the cover page.

## 2 THE PRODUCT

Perth Windsor Doors Pty Ltd agrees to provide the product and the buyer must pay the total contract price for the product.

## 3 TERMS AND CONDITIONS

This agreement constitutes the whole agreement between the parties. No other terms and conditions in any other document or any other written or oral representations bind the parties.

## 4 PAYMENT BY THE BUYER

The buyer must pay the total contract price plus the GST in the manner set out in the payment schedule. Perth Windsor Doors Pty Ltd must send the buyer an invoice for the balance of the total contract price on delivery of the product and the buyer must pay the amount in accordance.

## 5 TIME FOR DELIVERY OR INSTALLATION

Any dates given by Perth Windsor Doors Pty Ltd for delivery or installation are estimates only. If Perth Windsor Doors Pty Ltd is unable to deliver or install by the given date, Perth Windsor Doors Pty Ltd is not liable for any loss or damage arising out of the delay.

## 6 RETURNS AND REPAIRS

This clause operates without prejudice to any other clause in this agreement, and in addition to any warranties provided in Clause 10.

### 6.1 Buyer may notify defects

If the buyer regards the product as defective, the buyer may make a complaint:

- by notifying Perth Windsor Doors Pty Ltd in writing no later than 15 days after delivery of the product, and
- providing the original of this agreement to Perth Windsor Doors Pty Ltd and
- providing proof of purchase by attaching an invoice

### 6.2 Perth Windsor Doors Pty Ltd may repair defects

Perth Windsor Doors Pty Ltd must examine the notified defects within 30 days from the date of receipt of the complaint. If Perth Windsor Doors Pty Ltd confirms that the product is defective, then Perth Windsor Doors Pty Ltd may repair the product or, at its discretion, replace any defective product or parts thereof for a period of one year from the date of invoice. The buyer must pay for any service call made by Perth Windsor Doors Pty Ltd when, in the reasonable opinion of Perth Windsor Doors Pty Ltd, the call is made for the purpose of adjustment and not for the purpose of repairing the defect.

## 7 PASSING OF RISK

7.1 Risk in the product passes to the buyer on delivery to the site, or to a nominated carrier for transportation to the site, or to a place or site nominated by the buyer or at the buyer's discretion, and

7.2 Risk in the product passes to the buyer whether or not the buyer is present at the time of delivery to sign a receipt for the product, and

7.3 It is the buyer's responsibility to ensure products are safely secured on his premises while awaiting installation by the Perth Windsor Doors Pty Ltd installation team.

## 8 SAFE SITE

The buyer must ensure that the area required by Perth Windsor Doors Pty Ltd for installation work is clear of obstructions and is in a safe and secure condition for the performance of the work.

## 9 CUSTOM MADE UNITS

If the buyer provides Perth Windsor Doors Pty Ltd with details and measurements of floor levels, heights and openings and does not require Perth Windsor Doors Pty Ltd to inspect the site and verify the measurements, then any error does not entitle the buyer to reject the product.

## 10 DAMAGE TO WORK OR PROPERTY

### 10.1. Perth Windsor Doors Pty Ltd responsibility for damage

Perth Windsor Doors Pty Ltd must make good any loss or damage to the product or property of the buyer caused by Perth Windsor Doors Pty Ltd or Perth Windsor Doors Pty Ltd employees, agents or subcontractors.

### 10.2 General Exceptions

The buyer releases Perth Windsor Doors Pty Ltd from any claim or liability, including consequential loss or damage and loss of use and loss of profit, which is the result of delay, defective or faulty materials or workmanship, negligence or any act or omission by Perth Windsor Doors Pty Ltd.

### 10.3 Specific exceptions

Perth Windsor Doors Pty Ltd is not liable for any loss or damage caused directly or indirectly by:

- operating a product by any device, electronic or otherwise, which

was not supplied or installed by Perth Windsor Doors Pty Ltd

- any masonry, rendered or other surfaces cracking or collapsing during or after the installation of the product

- any defect or deterioration of timber, including drying out after installation of the product

- any weakening or collapse of the structure to which the product is affixed occurring at any time after installation

- any damage to or deterioration in the condition of the product occurring after delivery and before installation.

## 11 CLEANING UP

If the product includes installation, Perth Windsor Doors Pty Ltd must remove from the site all plant and equipment and all rubbish and surplus material relating to the installation. All demolished and surplus material is the property of Perth Windsor Doors unless otherwise specified on the cover page.

## 12 TITLE

Title in the product shall pass to the buyer upon payment for the product in full.

## 13 WARRANTY

Subject to the statutory warranties Perth Windsor Doors Pty Ltd warrants that new product will be free from defects in materials and workmanship, from the date of purchase, for periods as specified.

**Roller Door** : Domestic use - 7/1 years (1 year on surface coating and locking mechanism) Industrial/Commercial use - 1 year

**Windsor Sectional/Tilt Door**: Domestic or Industrial/Commercial - 1 year

**Windsor Motor**: 5 year limited warranty

**Roller Door Motor**: 2 years

Installation: (refer clause 14.c) below

## 14 CONDITIONS OF WARRANTY

- Correct Use: The warranties only apply to a unit used by the buyer correctly and reasonably and the product is maintained and serviced by the buyer as recommended by Perth Windsor Doors Pty Ltd.

- Follow Instructions: The warranties only apply if the buyer observes any instructions or directions provided with the product.

- Installation by Perth Windsor Doors Pty Ltd: The warranties cover, for a period of 12 months, defects in or malfunction of the product resulting from faulty installation of the product by Perth Windsor Doors Pty Ltd. Perth Windsor Doors Pty Ltd does not warrant product faults caused as a result of installation carried out by another contractor.

- Reasonable Repairs: The warranties only cover repairs in a manner Perth Windsor Doors Pty Ltd considers reasonable including, if necessary, the touch-up of surface coatings.

- Proven Defects: The warranties only apply to repairs of proven defects in materials and workmanship.

- Proof of Purchase date: The buyer must establish to the reasonable satisfaction of Perth Windsor Doors Pty Ltd or such distributor, the date of purchase or installation (as the case may be).

- Environmental Conditions: The warranties do not cover damage to the surface coatings or the base materials of the unit caused by proximity to the seafront, or similar corrosive conditions.

- Events Beyond the Control of Perth Windsor Doors Pty Ltd: The warranties do not cover defects in or malfunction of a product due to an event or acts beyond the control of Perth Windsor Doors Pty Ltd.

- Model Modifications: The warranties do not require Perth Windsor Doors Pty Ltd to incorporate any modifications made to existing or future models of the product in products sold under these warranties.

- Labour and Materials: The warranty covers the cost of both the faulty component(s) and the labour involved in replacing/repairing the faulty component(s) but not travel expenses where the product is installed outside the metropolitan area.

## 15 LIMITATION OF PERTH WINDSOR DOORS PTY LTD OBLIGATIONS

Perth Windsor Doors Pty Ltd obligations under these warranties are limited to those contained in this Clause 16.

## 16 APPLICATION OF WARRANTIES

The warranties above or any terms and conditions of this agreement shall only be applied to the extent permitted by the provisions of the Trade Practices Act 1974, or any terms and conditions or warranties expressed or implied by any relevant state act or territorial ordinance or by the general law.

## 17 JURISDICTION

The agreement for the supply of the product by Perth Windsor Doors Pty Ltd to the buyer shall be governed by the law of the state or territory in which Perth Windsor Doors Pty Ltd accepts the buyers order and Perth Windsor Doors Pty Ltd and the buyer submit to the jurisdiction of the courts of that state or territory.