

South Coast Windows & Doors

Conditions of Sale

Any order placed by the Purchaser will incorporate the sale conditions as stated below. It is the responsibility of the Purchaser to make themselves aware of SCWD conditions of sale.

All goods supplied remain the property of **South Coast Windows and Doors** (hereafter SCWD) until paid for **in full**. Prices quoted are based on the SCWD's estimated cost of fabrication, supply and installation (where applicable) at the time of quotation and may be altered without notice to the Purchaser if there is any increase in SCWD's costs between the date of quotation and date of order. **FINAL PAYMENT IS REQUIRED WITHIN 7 DAYS OF JOB COMPLETION.**

PAYMENT SCHEDULE (unless otherwise agreed in writing):

General Public – All jobs require a 50% deposit. Jobs over \$10,000 that require installation are required to pay a 50% deposit, 25% upon delivery and 25% upon completion.

Builders – the following schedule depends on the total amount of the job (both supply only and supply & install):

\$0-\$10,000 require 50% deposit, 25% upon delivery of frames and 25% upon job completion

\$10,001-\$30,000 require 35% deposit, 35% upon delivery of frames and 30% upon job completion

\$30,001+ require 30% deposit, 40% upon delivery of frames and 30% upon job completion

Once a deposit has been paid, it is not refundable once the materials have been ordered.

SCWD provides suggestions only about appropriate colour. Purchasers are responsible for checking that their colour choice reflects and or matches the colour required.

Delivery or installation will be advised by SCWD once all parts of the order are complete. Any date provided for delivery is an estimation only and SCWD will not be held accountable for any losses to the Purchaser if goods are not delivered/installed by the said date.

SCWD is not liable for any delay caused by unforeseen delays including, lightning, fire, flood, strikes, lock out's or other labour difficulty, This also includes breakages, accidents or failure of machinery and/or equipment, unavailability of raw materials, labour, power supplies or transport difficulties. The Purchaser will have no claim over any delay where the supplier cannot be held directly responsible.

Unless otherwise agreed in writing by SCWD, the risk of loss, or damage to the goods will pass to the Purchaser on delivery/installation. If the Purchaser collects the goods or arranges for collection from the SCWD premises then collection will be deemed to occur at the point of leaving our workshop.

SCWD will repair or replace (at the discretion of SCWD) any goods and their components manufactured by which SCWD, in its discretion, determine defective materials or workmanship under normal use and service as soon as practical after the delivery or installation.

All other costs including delivery and installation must be paid for by the Purchaser. If, in consultation with management, SCWD fabricators or materials are found not to be at fault, SCWD will advise the Purchaser, either by telephone or email and submit an account for payment to cover our tradespersons time. This amount will be charged at a set hourly rate of \$99.00 per hour, although this amount may vary without further notice to the Purchaser.

While under investigation or repair, goods removed or remaining on site will be at the Purchasers risk and SCWD will not be liable for any damage to the goods. SCWD will use all reasonable endeavours, to obtain for the Purchaser, the benefit of any applicable manufacturer's warranty in respect of goods not fabricated by the SCWD.

SCWD reserves the right to sub-contract the fabrication or installation of the whole or part of the products supplied.

Terms and descriptions may vary between SCWD and Purchasers. It is the responsibility of the Purchaser to ensure that their terms / description are communicated in such a way that both parties are in agreement about the meaning of such terms and conditions.

SCWD adheres to industry codes of practice, standards and regulations. It is the responsibility of the Purchaser to advise if there are any additional codes of practice, standards and regulations that need to be considered/adhered to in terms of materials, fabrication and installation.

Purchaser who do not comply with SCWD terms and conditions are hereby advised that SCWD may engage the services of a licensed locksmith or other service provider to change locks or remove goods whilst the Purchasers invoice(s) remains unpaid. These charges will be at the Purchaser's expense and will be added to the overdue invoice(s). This may also include legal fees and/or any recovery fees. Failure to pay may result in the Purchasers name being listed with a credit reporting agency, which may affect the future borrowing capacity of the Purchaser.

This document remains private and confidential between SCWD and said Purchaser. Any omissions or error may be altered without first notifying the Purchaser.

Payment of a deposit without these terms and conditions being signed and returned to SCWD by the Purchaser represents that the above terms and conditions have been accepted.

I have read and accept the above terms and conditions.

Name: Signature: Date/...../.....