

Aluminium Standard Terms & Conditions

1. Quotation

- a) This quote will remain open for acceptance for a period of 30 days from the date of this quote, unless withdrawn earlier by Lux View Windows Pty Ltd ("We", "Us").
- b) This quote is subject to withdrawal, correction, amendment or alteration at any time prior to acceptance and shall not be construed as an offer or obligation to sell its good or services to you unless it is accepted in accordance with these terms and conditions.

2. Acceptance

This quote may be accepted by signing the acceptance at the bottom of this quote. No orders will be accepted and processed without a customer signed and accepted quotation and accompanying individual customer approved shop drawings and payment of a deposit.

3. Price

- a) The price set out in the quotation is based on upon estimates of material required in accordance with the specifications and customer approved shop drawings.
- b) We reserve the right to amend the price quoted if there is a variation to the specifications or shop drawings. You must promptly indicate in writing whether you accept any revised price.

4. Payment Terms

- a) Payment of the price is required as follows:
 - i. 10% deposit on acceptance of this quote;
 - ii. 40% prior to the order of materials;
 - iii. 40% upon delivery of the goods to site; and
 - iv. 10% upon completion of the works.
- b) We disclose and acknowledge that glazing certificates will only be issued to you upon receipt by us of cleared funds for the entire price.

5. Delivery Times

- a) Estimated delivery and installation times will be provided upon acceptance of this quote. This estimate is a 'best estimate' and is not guaranteed. Our estimated time may be subject to variation due to factors beyond our control.
- b) We will be entitled to a reasonable extension of time in the event of delays to the work where the cause of the delay is beyond our control including but not limited to, inclement weather, industrial disputes, availability of materials, issues with access to the site of the works or variations to the work. We will not be held liable for any loss whatsoever as a result of any delays beyond our control and any extension of time to complete the work.

6. Your Obligations

- a) You must ensure:
 - i. That all information provided to us is true, accurate and not misleading.
 - ii. That the specifications and shop drawings included in this quote are accurate and correct upon acceptance.
 - iii. That you provided us (and any of our employees or subcontractors) with access to the site for the purpose of carrying out the work as required during work hours.
 - iv. That you supply us (and any of our employees or subcontractors) with water and power at all times during the works. If these are not supplied then we may not be able to complete the works.
 - v. That any furniture or personal goods are removed from the vicinity of the work to minimize the risk of damage. We will not be liable for any damage caused to items in the vicinity of the works which are not cleared.
 - vi. That all pets and animals are secure and restrained.
 - vii. That all plants, ornaments, fixtures and other fittings are protected from dust and debris. Whilst we will exercise care, we do not accept any responsibility for any losses or claims by third parties.

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7. Specifications and Shop Drawings

- a) This quotation is prepared on the basis of the specifications included in this quote and the attached shop drawings.
- b) We warrant to provide manufactured products in line with specifications included in this quotation and the attached 'Shop Drawings'. We do not accept any responsibility for incorrect orders due to customer error. You will be liable for any costs incurred as a result of the manufacture of product based on incorrect specifications and/or shop drawings.

8) Delivery and Storage

- a) We may arrange delivery of the Goods to the site prior to the date of installation. We will notify you once the Goods have been dispatched. You must have someone on site to accept delivery of the Goods.
- b) Any dates specified by us for delivery of the Goods are approximate only. If no dates are specified, delivery will be within reasonable time. We may deliver the Goods in batches or in instalments.
- c) You have no right of action for damages or otherwise against us and release us from any claim for loss or damage occurring by reason of any failure or delay in delivery.
- d) If you fail to take delivery of any goods or to provide any instructions to enable the Goods to be delivered, without prejudice to any other rights, we may store or arrange for the storage of the Goods pending delivery but as it relates to the timing of payment for the goods under these Terms, delivery shall be deemed to have taken place at the date we store or arrange storage of the Goods.
- e) Any costs or expenses

9) Damage

In an event of removal of old windows and doors, some damage may occur to surrounding walls, cement render, paint, tiles, timbers, roof, and all other attached or supported components surrounding the window or door. You may acknowledge that Lux View Windows Pty Ltd and its staff are not liable to you or any third party for any damage whatsoever caused during the removal or installation process. By signing this contract, you are accepting liability for all damages if any in full and will not require Lux View Windows Pty Ltd to repair any damage caused. You indemnify and hold harmless Lux View Windows Pty Ltd from any claim by any third party for damage caused by removal of old windows and doors.

10) Retention of Title

- a) We reserve the following rights in relation to all Goods provided by us until all amounts owing by you to us in respect of those Goods are paid in full:
 - i. Ownership of the Goods,
 - ii. To enter your premises (or the premise where the goods are located) without liability for trespass or any resulting damage to retake possession of the Goods, and
 - iii. To keep or resell any of the Goods so repossessed.
- b) In respect of the Goods pursuant to this clause, we will apply the net proceeds of the sale firstly towards the payment of the unpaid invoice with respect to those Goods, then towards any other unpaid invoices and if there is any surplus, the surplus will be paid to you. If there is a deficiency, we may recover the amount of that deficiency from you as a debt.

11) Termination

- a) We may terminate any order for convenience at any time without cause and in absolute discretion.
- b) If you fail to make payment due under these terms or deny us access to the site to prevent the work from proceeding, we may issue a written notice requiring you to remedy the default within 5 business days of the receipt of the notice. If the default is not remedied, we may terminate the contract by written notice.
- c) You may terminate any order with our consent and on terms which indemnify us from all costs and losses in respect of the order sought to be cancelled and pay such amounts within 14 days of the cancellation.
- d) Subject to these Terms, on termination, the part of the price paid (if paid in advance) will be refunded to you within 14 days of the cancellation of the relevant order, less the costs and losses associated with that order.

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12. Contractual limitation of liability

To the extent permitted by law, our liability to you in respect of any cost, damage, liability, expense or loss (including those caused or contributed to by our negligence or breach of any condition or warranty) is limited to, at our absolute discretion:

- i. Replacement of the Goods or the supply of equivalent Goods;
- ii. Repair of the Goods supplied;
- iii. Repay the purchase price to the extent payment has been received from you;
- or iv. Payment of the cost of replacing, repairing or acquiring equivalent Goods.

ACCEPTANCE

- a. I acknowledge I have reviewed, understand and accept the above Terms and Conditions.
- b. I acknowledge that all the above materials quoted and specified are true and correct, per my/our requirements and specifications.
- c. I have carefully reviewed the attached 'Shop Drawings' details accompanying this quotation and enclose signed and approved copies
- d. I now formally request Lux View Windows Pty Ltd to proceed with my/our order as outlined within this quotation and per the enclosed 'Shop Drawings'
- e. I confirm I am authorised by the company to approve this quotation.

I, _____ have read and understand the quotation and hereby accept the terms & conditions on this document.

Date: __ / __ / ____

Signature: _____

Banking Details

Account Name: Lux View Windows Pty Ltd

Bank: NAB

BSB: 082 356

ACCOUNT: 89520 3115