

# Fitout Doors Pty Ltd

## Conditions of Sale



These Conditions of Sale ("Conditions") govern the sale of products ("Products") by Fitout Doors Pty Ltd, a company registered in Australia, with its principal place of business at 227 South Street, Cleveland, QLD 4156 ("Seller") to the customer ("Buyer"). These Conditions apply to all orders placed with and accepted by the Seller unless otherwise agreed in writing.

### 1. Order Acceptance

1.1 All orders are subject to acceptance by the Seller. Orders are deemed accepted once confirmed in writing by the Seller, or upon delivery of the Products.

1.2 Any quotations provided by the Seller are valid for 7 days from the date of issue, unless otherwise stated.

### 2. Prices

2.1 All prices quoted are exclusive of GST, delivery charges, and any other applicable costs unless otherwise specified.

2.2 Prices are subject to change without prior notice. The price of the Products at the time of order confirmation will be the price payable by the Buyer.

2.3 Any additional charges, such as for customization, expedited shipping, or other services, will be agreed upon prior to order confirmation.

### 3. Payment Terms

3.1 Payment terms are Net 30 days from the date of the invoice, unless otherwise agreed in writing.

3.2 Payments must be made by bank transfer to the Seller's nominated account.

3.3 If payment is not received by the due date, the Seller reserves the right to charge interest at a rate of 10% per annum, or the maximum allowable by law, on any overdue amounts.

3.4 In the event of non-payment, the Seller reserves the right to suspend or cancel the order, withhold further deliveries, and/or initiate legal action to recover outstanding amounts.

### 4. Delivery

4.1 Delivery of the Products will be made to the address specified by the Buyer at the time of the order.

4.2 Delivery dates are estimates only, and the Seller is not liable for any delay in delivery. The Buyer will be notified of any anticipated delays.

4.3 Risk in the Products passes to the Buyer upon delivery, at which point the Buyer is responsible for any loss or damage to the Products.

4.4 The Buyer is responsible for ensuring that the delivery address is accessible, and for any additional costs incurred due to failed deliveries or inadequate facilities.

4.5 The Buyer must inspect the Products upon delivery and notify the Seller of any defects, damages, or discrepancies within 24 hours of delivery.

## **5. Title and Risk**

5.1 Title to the Products remains with the Seller until full payment has been received. Until title passes, the Buyer must store the Products in a manner that allows them to be identified as the Seller's property.

5.2 The risk of loss or damage to the Products passes to the Buyer upon delivery, regardless of whether full payment has been made.

## **6. Customization and Specifications**

6.1 If the Buyer requests custom products or modifications to the standard specifications, the Buyer is responsible for ensuring that the specifications provided are accurate and complete.

6.2 The Seller reserves the right to refuse any custom order or specification that is deemed impractical or not in line with the Seller's manufacturing capabilities.

6.3 The Seller will make reasonable efforts to fulfill the Buyer's specifications, but the Seller makes no warranty that customized Products will meet the Buyer's exact requirements.

## **7. Cancellations and Returns**

7.1 Orders may not be cancelled or amended once production has commenced or once the Products have been dispatched.

7.2 Standard, non-customized Products may be returned within 30 days from the date of delivery, subject to the approval of the Seller and a restocking fee of 10% of the product value.

7.3 Customized or bespoke Products are non-returnable unless defective or damaged upon delivery.

7.4 Any returns must be accompanied by a return authorization number issued by the Seller.

## **8. Limitation of Liability**

8.1 The Seller's liability for any claim arising out of or in connection with the sale of the Products is limited to the price paid by the Buyer for the defective Products.

8.2 The Seller shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits, loss of business, or damage to property, even if the Seller has been advised of the possibility of such damages.

## **9. Force Majeure**

9.1 The Seller shall not be liable for any failure to perform its obligations under this agreement due to events beyond its reasonable control, including but not limited to natural disasters, strikes, pandemics, war, or supply chain disruptions.

## **10. Governing Law and Dispute Resolution**

10.1 These Conditions and any contracts between the Seller and Buyer shall be governed by and construed in accordance with the laws of Competition and Consumer Act 2010 (Cth).

10.2 Any disputes arising out of or in connection with these Conditions shall be resolved through binding arbitration in Queensland, in accordance with the rules of The Australian Centre for International Commercial Arbitration (ACICA).

## **11. Intellectual Property**

11.1 All designs, trademarks, patents, and other intellectual property rights related to the Products are owned by the Seller. The Buyer shall not copy, reproduce, or otherwise infringe upon these rights.

## **12. Warranty**

12.1 The Seller warrants that the Products will be free from defects in material and workmanship for a period of three years from the date of shipment from the seller, subject to the following conditions;

- a) Natural variations in the colour, texture or grain pattern of the wood or MDF are not to be considered defects.
- b) Doors must be accorded reasonable treatment by the Buyer and should be stored or hung in dry buildings and not in damp, moist or freshly plastered areas.
- c) The utility or structural strength must not be impaired in the fitting of the door, the application of hardware, or cutting and altering of the door for lights, louvres, panels or any special details.
- d) A maximum of 3mm may be trimmed from any door. Normal "show-through" of frame components in doors shall not be considered a defect. a. Solid timber edged doors can be trimmed at the consumer's own risk. No claim shall be considered if the door has been trimmed below its supplied dimension.
- e) All doors up to 2040 x 820 require three hinges, larger doors require four hinges or pivot system.
- f) Doors that are installed in a fully exposed situation including opening outdoors will not be warranted unless there is adequate overhead protection.
  - i. Immediately after fitting, and prior to hanging, the entire door, including the top and bottom edges, must receive two coats of undercoat and two coats of paint.
  - ii. Failure to follow this direction shall be considered negligence and will void all warranty upon the item.
- g) Doors that are installed internally shall be considered under the same conditions as Item f) i. and f) ii. Doors installed in direct sunlight should be painted with light reflective colours as dark colours absorb light and heat. Dark colours will cause a drying effect and could cause the door to warp/bow.
- h) If staining, exterior grade varnish or sealer must be used and its application to be equivalent to paint finish, to prevent absorption of moisture. Semi-gloss or satin finishes are recommended for all doors to reduce "show-through".

- i) Exterior finishes to be applied strictly in accordance with paint manufacturer's instructions.
- j) Regular maintenance should be provided to prevent deterioration. Where any legislation provides for remedies for the Seller's breach of a condition or warranty whether statutory or otherwise, then, at the Seller's option, the Buyer's sole remedy for such breach except a breach of The Competition and Consumer Act 2010 will be limited to: such remedy, or the repair or replacement of the products, or the payment of the cost of replacing the products. No claim will be accepted unless notified in writing to the Seller within seven days of the date of delivery of the products.
- k) The Seller will not be held responsible for additional charges of hanging, painting or other charges arising from the replacement of doors. Any such defects must be brought to the attention of the manufacturer when discovered and in any event within three years from the date of shipment by the Seller.
- l) The Seller is not liable to reimburse any Buyer for doors repaired or replaced without the prior written consent of the Seller to such repair or replacement.
- m) The Seller will not assume responsibility for doors which become defective because of failure to follow these conditions or hazards of shipment or storage, after doors leave the control of the Seller.
- n) The Seller will not be liable for any costs, claims, damages or demands arising from the personal injury, loss or damage whatsoever occurring to the Buyer or its agents, as a result of either acts or omissions of the Buyer.
- o) The Seller will not be liable for any consequential loss or damage, whether due to its negligence or otherwise.
- p) The Seller will not be liable to the Buyer for the Seller's failure to comply with its obligations to the Buyer due to any cause beyond the Seller's reasonable control and the Seller's obligations affected by such cause are suspended while the cause continues to prevent or hinder the Seller's performance.
- q) Considerable damage can occur during the delivery of doors particularly to country areas. "Special Packaging" is recommended (optional extra cost) to prevent transit damage. The Seller is not responsible for any transit damage.
- r) The Seller reserves the right to include additional points to this document at time of quotation or sale.
- s) Warp / bow is the cupping or twisting of timber. When it comes to doors it refers to the distortion within the door itself and not its relationship to jambs or the frame in which it is hung.
  - i. In line with the Australian Standard, it is not considered a defect for a door measuring up to 2150 x 1020 to have a warp/bow up to 4mm. In addition, it is not considered a defect for doors measuring greater than 2150 x 1020 and up to 2400 x 1020 to have a warp/bow up to 6mm.
  - ii. Doors which exceed 2400 x 1020 are not covered by the Australian Standard but by an advisory guideline to the Australian Standards and are limited to a door no greater than 2700 x 1020. Allowing for a warp/bow up to 8mm. The Seller reserves the right to decide after consideration of the door's location and environment.
  - iii. The guarantee against warp excludes doors with face veneers of different species
  - iv. Experience has demonstrated that when warp occurs after doors have been delivered to storage or building sites, it is usually due to improper storage or adverse moisture conditions after hanging and not to faulty manufacture. The Seller will accept no responsibility for doors when the moisture content of the timber falls below 12% or exceeds 18%. The Seller will not accept responsibility for conditions wholly beyond its control. However, the Seller should be consulted promptly if excessive warping occurs to provide assistance in overcoming the difficulty.

### 13. Severability

13.1 If any provision of these Conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

#### **14. Entire Agreement**

14.1 These Conditions, together with any order forms or written agreements executed by both parties, constitute the entire agreement between the Seller and Buyer regarding the sale of Products and supersede all prior negotiations or agreements.

By placing an order, the Buyer agrees to these Conditions of Sale in full. If you have any questions or require clarification, please contact the Seller before proceeding with the order.