

B&C DOORS PTY LTD

WARRANTY

For the warranty on BC Doors Cavity Frames to be valid, the size of the frames must adhere to the dimensions specified in the table below. If the cavity frame's dimensions exceed those listed, the customer acknowledges that the warranty for the provided cavity frame will not apply.

Stud Size	Max Door Height	Max Door Width
90mm	2750	1500
140mm*	3050	2900
180mm*	3450	2900

*Internal Steel Split Jamb Supports Provided, 10-year warranty on manufacturing defects for cavity frames conforming to table. For Products, Classic Zero Clearance.

Warranty- Cavity

BC Doors Warranty and Claims Policy

BC Doors extends a 10-year warranty to address manufacturing defects in all cavity frames. Credit claims will be deemed valid exclusively if the cavity frames align with the maximum allowance dimensions outlined in the accompanying table. BC Doors will decline credit claims if there is evidence of improper on-site installation, unauthorized modifications, inadequate maintenance, or misuse of the cavity frame.

Parts and accessories furnished by BC Doors are under warranty for a duration of 10 years from the date of sale, serving to protect against defects arising from materials or workmanship. This warranty, however, does not cover ordinary wear and tear, finish discoloration, or instances where products were inappropriately installed, subjected to abuse, misused, altered, utilized beyond their intended function, or not used according to the provided instructions. Furthermore, the warranty excludes damages attributed to corrosion, except in cases where materials specifically resistant to corrosion were designated.

Protocol for Credit Claims

In instances requiring credit claims, BC Doors retains the prerogative to inspect the flawed merchandise before granting approval for credit. Upon validation, credit will be administered through the replacement of impaired components or reimbursement of the invoiced amount. The credit value will not surpass the original purchase price.

BC Doors holds no responsibility for indirect expenses, losses, harm to individuals or possessions, or consequential damages stemming from the use or malfunction of the items encompassed by this warranty.

Warranty Coverage Restrictions

1. Cladding Requirement:
 - a. Warranty coverage is not provided for products that are not clad in standard 10mm or 13mm plaster. unless otherwise stated or discussed with our team at BC Doors
 - b. Products must be properly clad according to these specifications for warranty coverage to apply.
2. Direct Sunlight Exposure:
 - a. Warranty coverage is voided if products are exposed to direct sunlight for an extended period.
 - b. Prolonged exposure to direct sunlight may cause damage or bowing/warping, and such damage will not be covered under warranty.

Warranty - Doors

BC Doors Standard Door Warranty:

Doors must be stored in a flat position in a dry moisture-free area out of direct sunlight. All edges & faces of doors are to be sealed in light colours within 72hrs of delivery. Any defects must be reported within 24hrs of delivery. Any doors over 2340mm high or 1200mm wide are at risk of bowing. The steel frames are recommended for doors over 2340mm high or 1200mm wide to prevent bowing with no guaranteed doors wont bow.

Warranty Coverage: Doors are covered for a period of 12 months from the shipment date.

1. Quality Commitment: Doors are expected to demonstrate quality material and workmanship, devoid of defects affecting their performance.
2. Limitations: BC Doors is not accountable for additional expenses related to hanging, painting, or other charges associated with door replacement.
3. Defect Reporting: Any defects must be reported to the manufacturer within 72hours from the shipment date.
4. Replacement Authorization: BC Doors is not responsible for reimbursing purchasers for doors repaired or replaced without prior written consent.
5. Exterior Grade Recommendations: For exterior grade doors lacking a minimum 900mm eaves overhang, BC Doors suggests considering metal-clad construction.
6. Painting Guidance: Lighter tones are advised for painting exterior-grade ply-faced doors.
7. Size Constraints: Doors exceeding 2400mm in height and 1200mm in width are not covered against bowing or twisting.
8. Variation Acknowledgment: Some variation between the edge strip and door face is anticipated and is not considered a defect. This includes differences in grain, join gaps, shrinkage, or expansion.

BC Doors Door Qualifications:

1. Exclusions: No allowances are granted for painting, frames, glazing, rebates, cutouts, hardware, and installation unless explicitly specified.
2. Edge Strip Construction: If necessary, edge strips will be crafted using a minimum 12mm thickness of meranti with a machine-applied butt-jointed finish.
3. Manufacturing Standards: Doors are crafted according to the provided schedule, and BC Doors is not held responsible for errors or omissions on the schedule.
4. Kick Plates and Reed Switch: No provision is made for the supply or installation of kick plates. The supply or installation of a reed switch is also not covered.
5. Confirmation Requirement: Door sizes must be confirmed by the builder.
6. Order Process: BC Doors' door order form must be completed and returned before the manufacturing process begins.

BC Doors Delivery:

Onsite Assistance: The builder is required to provide one person for onsite assistance during the unloading of doors and frames.

It is crucial for customers and builders to thoroughly review and comprehend these terms and conditions before proceeding with the purchase or installation of BC Doors.

B&C DOORS PTY LTD

TERMS AND CONDITIONS OF AGREEMENT

1. DEFINITIONS

In these terms, the following definitions apply:

- (a) **ACL** means the Australian Consumer Law as located in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (b) **Company** means B&C Doors Pty Ltd (ACN 165 242 302) and where applicable any subsidiaries or related companies as defined in the *Corporations Act 2001* (Cth) and their servants or agents.
- (c) **Customer** means any person, firm, corporation, trust, partnership, government, semi-government or local government department or authority, its successors, assignees, trustees, administrators or liquidators, to whom or to which Goods or Services are sold by the Company.
- (d) **Claim** means a claim notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a party to this Agreement or third party.
- (e) **Defective Goods** means Goods that are of an inferior quality or which are otherwise inconsistent with the Quotation but expressly excludes the Excluded Goods.
- (f) **Excluded Goods** means Goods that:
 - (i) have a natural variation in timber or medium density fibreboard colour, texture or grain pattern;
 - (ii) have normal show through of internal frame components of the Goods;
 - (iii) have not or were not sealed by the Customer or another party within 48 hours of delivery of the Goods to the Customer;
 - (iv) are stained by a person other than the Company and do not have an approved varnish or compatible product application as a top coat to the stain;
 - (v) measure (Doors):
 - A. up to 2100mm high x 920mm wide that are warped or bowed by 5mm or less;
 - B. up to 2340mm high x 920mm wide that are warped or bowed by 6mm or less;
 - C. up to 2340mm high x 1200mm wide that are warped or bowed by 8mm or less; or
 - D. in excess of 2340mm high or 1200mm wide that are warped or bowed to any degree;
 - (vi) Measure (Cavity Units)
 - A. up to 2750mm high x 1500mm wide that have a small stud size that 90mm or less.
 - B. up to 3050mm high x 290mm wide that have a small stud size that 140mm or less
 - C. up to 3450mm high x 2900mm wide that have a small stud size that 180mm or less.
 - (vii) suffer reduced utility or structural strength due to installation by a person other than the Company in a way that impairs the fitting of the Goods or the application of the hardware of the Goods;
 - (viii) suffer reduced utility or structural strength due to cutting or alteration of the Goods other than by the Company for lights, louvres, panels or other special details;
 - (ix) where the Goods are exterior doors, are painted with a dark colour and suffer swell, warp or twist;
 - (x) where the Goods are fire doors, Goods that are altered in any way from the condition the Goods are in when dispatched by the Company, including any drilling of holes or grooves;
 - (xi) Goods that are subjected to a moisture content below 12% or in excess of 18% after acceptance of delivery by the Customer; or
 - (xii) any Goods that are altered or subjected to conditions or treated in a manner which is directly against any direction or instruction provided by the Company to the Customer or any third party engaged by the Customer with respect to the Goods for the care, installation or overall use of the Goods.
- (g) **Force Majeure** includes strike, industrial dispute, raw material shortage, supplier issue, COVID-19 related government-imposed restrictions, pandemic, epidemic, natural disaster, collision, accident, contamination or radiation, crime, civil unrest, act of terrorism, embargo, government sanction, war or event outside the control of the Company.
- (h) **Goods** means the products, materials, supplies, equipment and other goods provided by the Company to the Customer at any time as manufactured by the Company or by a Third Party Manufacturer at the direction of the Company, including but not limited to doors, door hardware and cavity pockets for sliding doors.
- (i) **Indemnified Officers** means in relation to a party, its directors, employees, contractors, agents and representatives.
- (j) **Invoice** means any account, payment or monies paid and includes any tax invoice in accordance with the Company's systems on which either party relies on in respect of any Goods or Services.
- (k) **Purchase Price** means the full amount payable by the Customer to the Company for the purchase of Goods and / or Services, as provided in any Quotation accepted by the Customer, and includes any GST payable on the Goods and / or Services.
- (l) **Quotation** means a formal written quotation provided by the Company to the Customer in respect of an order for the Customer to purchase Goods and / or Services from the Company.
- (m) **Services** means such services provided by the Company to the Customer at any time including but not limited to those in relation to the Goods including quotations, reviewing plans, liaising with trades and builder, design works, preparation and installation of the Goods, sale of the Goods, reports relating to the Goods; delivery of the Goods, repair of the Goods or other related direct or indirect services, but expressly excludes installation or painting of the Goods or any other services provided in respect of the Goods by any person other than the Company.

(n) **Third Party Manufacturer** means a third party engaged by the Company to manufacture Goods made to order.

2. APPLICATION OF TERMS

- 2.1. Until such time as the Company notifies the Customer of replacement terms, these terms shall form part of any contract or agreement for the sale of Goods or Services by the Company to the Customer, except as varied by written agreement between the Company and the Customer.
- 2.2. Any direction by the Customer either written or by action to procure Goods or Services from the Company shall be deemed acceptance of these terms by the Customer, despite any provisions to the contrary in the direction of the Customer.

3. QUOTATIONS

- 3.1. The Company is not bound by any order from the Customer unless and until the Company provides the Customer with a Quotation for the order. The Company is not obligated to provide any Goods or Services to the Customer, or do any things incidental to such provision including the manufacturing of Goods, until such time as the Customer accepts the Quotation by returning a signed copy of the Quotation to the Company and pays the deposit in accordance with clause 6.
- 3.2. The Customer acknowledges that a Quotation is subject to the availability of the Goods at the time of acceptance by the Customer. The Company will not put Goods on hold for the Customer prior to the acceptance of the Quotation by the Customer and the Company does not guarantee such availability.
- 3.3. The Customer is responsible for ensuring all order details contained in the Quotation are correct and accurate of the Customer's order. In the event the Quotation is incorrect, and the Customer fails to raise such issue with the Company prior to accepting the Quotation in accordance with sub-cause 3.1, the Company will hold no liability to amend, alter or otherwise change any Goods or Services which are provided in accordance with the details contained in the Quotation in order to suit the Customer's requirements or requests. The Company may provide such amendments, alterations or changes to the Goods or Services as an additional service to the Customer at an additional cost.
- 3.4. A Quotation is valid for 30 days from the issue date of the Quotation, after which time the Quotation is void unless extended by the Company.
- 3.5. Notwithstanding sub-clause 3.4, a Quotation may be withdrawn or varied by the Company at any time prior to written acceptance by the Customer.

4. AMENDMENT & CANCELLATION

- 4.1. The Customer shall not, after acceptance of the Quotation pursuant to clause 3, amend or cancel the order without the prior written approval of the Company.
- 4.2. The Company may in their absolute, unfettered discretion amend or cancel the order after acceptance of the Quotation pursuant to clause 3 at the written request of the Customer, but is in no way obliged to do so.
- 4.3. The Company may, on consenting to an amendment or alteration, revise the Purchase Price and delivery schedule and amend the terms and conditions to reflect such change. In the event of an amendment or cancellation by the Customer, the Customer shall reimburse the Company for all costs and expenses already incurred by the Company or for which the Company has or will become liable in respect of the order, and for any additional costs and expenses resulting from the amendment or cancellation.

5. PRICES

- 5.1. The price of Goods and/or Services specified on the Quotation is firm and cannot be varied except in writing between the Customer and the Company, prior to the Quotation being accepted by the Customer in accordance with clause 3, or as agreed in writing between the parties after acceptance of the Quotation.
- 5.2. Unless otherwise stated, all rates, charges and/or prices are quoted exclusive of GST, duty, taxes or any other statutory charges or fees payable in connection with the provision of Goods or Services.

6. PAYMENT TERMS

- 6.1. Upon acceptance of the Quotation by the Customer in accordance with clause 3, the Company shall issue the Customer with an Invoice. The Customer must pay to the Company a deposit of 50% of the Purchase Price upon acceptance of the Quotation in order to proceed with the order, whether or not the Company issues an Invoice. Any deposit paid by the Customer to the Company is non-refundable under any and all circumstances, with the exception of a Force Majeure event.
- 6.2. The Customer acknowledges that the Company will not proceed to produce, manufacture or otherwise take steps to provide the Customer with the Goods or Services until payment of the deposit is made to the Company.
- 6.3. Unless other terms of payment are expressly provided for in writing by the Company, the Customer must pay the balance of the Purchase Price to the Company on or before the later of the due date for payment as appears on any Invoice or 24 hours before the Goods are scheduled to leave the Company's warehouse for delivery to the Customer, as notified to the Customer by the Company.
- 6.4. In the event an Invoice is issued by the Company after delivery is affected in accordance with clause 8, the Customer must pay such invoice within 14 days from the date of issue of such Invoice unless alternative terms of payment are expressly provided for in writing by the Company.
- 6.5. The due date for payment shall not be postponed on account of damage, non-delivery or additions, alterations, minor omissions or defects to, from or in the Goods which do not substantially affect the commercial use of the Goods. Payments must be made without any setoffs, counter-claim or deduction.
- 6.6. Failing to pay an Invoice by the due date stipulated in clause 6.3 or clause 6.4 above (as the case may be), will constitute an event of default by the Customer ("Payment Default") and all outstanding Invoices become immediately due and payable in the event of a Payment Default by the Customer of any Invoice or account, regardless of whether or not some Invoices may not otherwise have become due for payment.
- 6.7. Any amount that remains unpaid after 30 days from the date of the Invoice shall incur interest at a rate of 2% per month. Interest will be calculated on all outstanding amounts from the date of issue of the Invoice.
- 6.8. Any unpaid amounts that may from time to time be overdue to the Company and any interest charged is recoverable by the Company from the Customer as a liquidated debt.
- 6.9. In the event of a Payment Default by the Customer, the Customer will be liable for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses) on a full indemnity basis or on a solicitor and own client basis whichever is the higher, incurred by the Company seeking to recover the default amount, the Customer hereby charges its interest in any and all land registered in its name as security for payment of monies it owes the Company.

7. CREDIT HISTORY

- 7.1. The Customer hereby gives the Company authority to make enquiries as to the credit and financial responsibilities of the Customer and/or, if the Customer is a company, the Customer's directors and/or shareholders in order to suitably qualify the Customer's capacity to incur debt and repay any amounts to the Company. These enquiries shall include but not be limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to the Customer.
- 7.2. In accordance with section 18E(8)(c) of the Privacy Act 1988 (Cth), the Customer acknowledge that the Company has informed the Customer that certain items of personal information about the Customer contained in/or relating to the Customer's Application for Credit, and permitted to be kept on a credit information file, might be disclosed to a credit reporting agency. Furthermore, the Customer agrees, in accordance with s18H(3), s18K(1)(b), s.18K(1)(c), s18K(1)(h) and s18N(1)(b) of the Privacy Act 1988 (Cth) that use by the Company of the relevant information referred to in those sections may occur for the purpose of assessing the Customer's credit application.

8. DELIVERY AND INSPECTION

- 8.1. The Company shall organise for delivery of the Goods to the Customer's nominated address for delivery to occur following payment of the balance of the Purchase Price in accordance with clause 6. Such delivery may be completed by the Company or through a third party delivery service.
- 8.2. Delivery will be deemed to have occurred upon acceptance of the Goods at the Customer's nominated address for delivery, irrespective if the Goods are accepted by the Customer or a third party who the Company or the delivery service reasonably deems to have authority to accept the Goods.
- 8.3. Notwithstanding anything to the contrary in these terms, risk in the Goods shall pass from the Company to the Customer upon dispatch of the Goods from the Company's warehouse. The Company will not be responsible for any loss or damage occurring after the time of dispatch.
- 8.4. Unless expressly agreed otherwise by the Company in writing, delivery shall be delayed in the event the Customer fails to make payment of in accordance with clause 6 of these terms and such delay shall continue until such time as the Customer makes payment of the balance of the Purchase Price plus any interest accrued on the date of payment.
- 8.5. The Customer acknowledges that any date of delivery specified by the Company is to be treated as an estimate only, not involving any contractual obligation unless the Company has specifically agreed in writing to negate this clause 8.5 and to give a contractually binding commitment that dispatch or delivery shall occur within a specified time or on or by a specified date. The Company shall not be held responsible or liable for any delay or deviance from the estimated date for delivery nor any loss or damage suffered by the Customer as a result or consequence of such delay.
- 8.6. Any contractually binding commitment by the Company to deliver on or by a specific date is subject to the provisions of these terms and any third-party delays. The delivery times quoted by the Company to the Customer shall be increased by the duration of any event of Force Majeure and by the period or periods of any such delay and any consequences of the delay.
- 8.7. The Company may deliver any Goods either as a whole or progressively (as appropriate) and effect delivery at any time within the period advised by it for delivery of the Goods.
- 8.8. If the Company is unable by reason of any cause beyond its reasonable control to deliver the Goods, including by request or cause of the Customer to delay delivery of the Goods, the Company may:
 - (a) arrange on the Customer's behalf storage of the Goods at the Customer's risk and expense; or
 - (b) after 7 days, sell the Goods at the best price readily obtainable and recover from the Customer any shortfall between the Purchase Price and the price obtained.
- 8.9. The Customer shall inspect all Goods upon delivery occurring and shall within 48 hours of delivery give notice to the Company of any matter or thing by which the Customer alleges that the Goods or Services are not in accordance with the Quotation or any specifications and plans agreed between the Customer and the Company. The parties shall work together in good faith to resolve any complaints or grievances.
- 8.10. In the event the Customer fails to give notice under clause 8.9., subject to any non-excludable conditions implied by law, the Goods shall be deemed to have been delivered to and accepted by the Customer in such condition as the Goods were in upon dispatch from the Company's warehouse. This clause is accepted as fair and equitable by the Customer and shall be relied on by the Company in the event of any dispute.

9. RISK & INSURANCE

- 9.1. Notwithstanding anything to the contrary in these terms, risk in the Goods shall pass from the Company to the Customer upon dispatch of the Goods from the Company's warehouse. The Company will not be responsible for any loss or damage occurring after the time of dispatch.
- 9.2. Insurance cover is the responsibility of the Customer and all Goods will be at the Customer's risk from the point and time of dispatch.

10. RETENTION OF TITLE, CHARGE & SECURITY

- 10.1. The Goods shall remain the sole and absolute property of the Company as legal and equitable owner, and the property in and title to the Goods shall not pass from the Company to the Customer until the Customer has paid the Company the full Purchase Price for the Goods and any other Services supplied by the Company.
- 10.2. If the Goods in any way become attached to or a part of another object in the Customer's care or ownership before the Customer has paid the Company in full for the Goods, property in so much of the object as is comprised by the Goods shall remain with the Company and shall not pass to the Customer until the Goods and all Services supplied by the Company have been paid for in full. Until the Company is paid in full for the Goods and all Services supplied by the Company, the Customer holds any objects to which the Goods are attached or of which the Goods form a constituent part as bailee in the capacity of a fiduciary for the Company and shall store such objects separately so as to be readily identifiable.
- 10.3. If the Goods (or any objects to which the Goods are attached or of which the Goods form a constituent part) are on sold by the Customer to a third party prior to payment by the Customer in full for the Goods and all Services supplied by the Company, the Customer does so as agent for the Company and the Customer unconditionally agrees to keep the proceeds of such on sale in a separate bank account on trust for the Company and, at the Company's request, to assign to the Company any debt owed to the Customer in respect of the on sale, until the Company has been paid in full for the Goods and for all Services supplied by the Company. Notwithstanding this clause, the Customer shall not represent to any third parties that it is in any way acting for the Company and the Company will not be bound by any contracts with third parties to which the Customer is a party.
- 10.4. If any payment by the Customer to the Company is overdue, in whole or in part, or the Customer is otherwise in default under any contract or agreement with the Customer, or the Customer becomes bankrupt or commits any act of bankruptcy or compound with its creditors or has judgment entered against it in any court or, being a company, has a provisional liquidator, receiver or manager appointed or enters into any other form of insolvency administration, all sums then owing by the Customer to the Company in respect of the Goods or Services shall become immediately due and payable and the Company may (without prejudice to any of its other rights) recover and resell the Goods and any other goods supplied by the Company and may, for that purpose, enter upon the Customer's premises by its servants or agents, and the Company is irrevocably authorised to effect such entry, including the use of such reasonable force as is necessary to effect such entry, and to use the name of the Customer and to act on behalf of the Customer, if necessary, to recover possession of the Goods and to detach the Goods and any such other goods from any other object to which the Goods have been attached or of which the Goods form a constituent part.
- 10.5. The Company is entitled to register its security interest in this Clause 10 under the PPSA. The Customer agrees to do all acts and things to assist in such registration. The Customer shall reimburse the Company for all costs, and expenses incurred in registering its security interest under the PPSA. The Customer acknowledges and agrees, to the extent permitted by law, to waive each right to receive a notice which section 144 or 157(3) of the PPSA permits and to contract to exclude the operation of sections 95, 121(4), 130, 132(3)(d), 135 and 143 of the PPSA.
- 10.6. The Company and the Customer each agree to keep all information of the type contemplated by section 275(1) of the PPSA strictly confidential unless the other party provides prior written consent to the disclosure or disclosure is required by law.

11. RETURNS

- 11.1 Any return of Goods must be first approved by the Company in writing but only if requested by the Customer within 14 days of delivery, unless otherwise required by the Australian Consumer Law. The Company reserves the right to reject a return request of the Customer other than in situations where the Company is required to accept a return of such Goods under Australian Consumer Law.

- 11.2 In the event the Company accepts a return, other than as required by the Australian Consumer Law, the Company shall issue the Customer with a credit note for the Invoices issued by the Company in respect of the Goods (inclusive of GST) less any Invoices that remain unpaid.
- 11.3 Any returned Goods must be in good, saleable condition and not substantially differ from the condition in which such Goods were provided to the Customer.
- 11.4 The transport of Goods of any authorised return shall be at the cost of the Customer.
- 11.5 The Company reserves the right to retain any deposit paid in accordance with clause 6 of these terms.

12. WARRANTIES

- 12.1. If within a period of 2 years from the date of delivery ("**Warranty Period**") any Goods sold by the Company are found to be Defective Goods, the Company will, at its option and in its unfettered discretion or as otherwise dictated by legislation, either repair or provide replacements Goods to the Customer provided that:
- (a) the Defective Goods are not determined to be Excluded Goods upon inspection by the Company; and
 - (b) the defect in the Defective Goods was not accepted by the Customer upon delivery in accordance with clause 8.
- ("**Warranty**")
- 12.2. If the Customer seeks to rely on the Warranty, the Customer must within seven (7) days of the defect being detected or the Customer otherwise becoming aware of the defect, notify the Company in writing of the Defective Goods ("**Warranty Notice**"). The Warranty Notice must include proof of purchase of the Defective Goods, full details of the defect and appropriate documentation relating to the Defective Goods (as appropriate), including but not limited to records of installation and sealant.
- 12.3. After submission of a Warranty Notice, the Customer must allow the Company access to the Goods for inspection by the Company at a date or time agreed between the parties in writing. In the event the Goods are found not to be Defective Goods, the Customer must pay the Company's costs of attending and servicing the Goods.
- 12.4. The Company does not provide any warranty over and will not be held responsible or liable for any costs incurred by the Customer in respect of painting, installing or otherwise dealing with the repaired or replaced Goods provided under the Warranty.
- 12.5. The Warranty given by the Company in this clause 12 does not cover:
- (a) Fair "wear and tear", or failures or damage not reported to the Company during the Warranty Period;
 - (b) Failures or damage due to misapplication, misuse, neglect, abuse, improper installation;
 - (c) Failures or damage resulting from Goods which have been in any way tampered with or altered by anyone other than an authorised representative of the Company;
 - (d) Goods suffering accidental glass breakage;
 - (e) Goods damaged in transit without fault on the part of the Company; or
 - (f) Failures or damage due to improper storage of the Goods.
- 12.6. When the Company supplies Services to the Customer, the Company shall exercise due care and skill in undertaking such Services. If within a period of 6 months from the date the relevant Service was carried out, any Services provided by the Customer are found to be defective, the Company will at its option resupply those Services provided that the Customer has given written notice to the Company of any alleged defect within the warranty period.

13. LIMITATION OF LIABILITY

- 13.1. The Customer agrees to release and hold harmless, indemnify and defend the Company against any Claim or Liability from or in relation to:
- (a) the misuse of any Goods by the Customer or anyone whom the Customer allowed to access the Goods, whether deliberately or otherwise;
 - (b) the Customer's breach of any law or infringement of any third party rights; or
 - (c) the Customer's action, inaction, delay or breach of its obligations under these terms or the Customer's breach of any warranties under these terms.
- 13.2. The Customer agrees to release and hold harmless the Company against any Claim or Liability arising from or in relation to:
- (a) any consequential loss of any kind;
 - (b) third parties;
 - (c) the Company's reasonable actions in cancelling or delaying any transaction for any reason;
 - (d) actions taken in relation to these terms in accordance with the Company's obligations at law or any order issued by a court of law or relevant government authority, whether directly or indirectly arising in connection with the Goods or Services, even if the Company knew or should have known about the possibility of such Claim or Liability.
- 13.3. The Customer shall indemnify the Company for any reasonable legal expenses the Company incurs as a result of the Customer's breach of these terms, including expenses for enforcing payment, on a solicitor and own-client basis
- 13.4. The Company shall not be under any duty or liability whatsoever, and the Customer undertakes that no claim shall be made or brought by them or any other person against the Company for or in respect of any loss or damage, wherever and however occurring or any damage, injury or loss of any nature whatsoever sustained or arising in consequence thereof, or otherwise howsoever for or in respect of anything done, purported to be done or omitted to be done by the Company, or any other matter or thing occurring or arising during or in connection with the Services or otherwise in relation to the Goods. The exclusions, release and indemnities in this clause extends to loss of profits, business or anticipated savings or any other indirect or consequential damage and to economic loss and even if the Company knows they are possible or otherwise foreseeable.
- 13.5. To the fullest extent allowable at law:
- (a) the Company is not liable for any contingent, direct/indirect or punitive damages or loss arising or any Consequential Loss, in relation to the Goods and or Services whatsoever. The Customer acknowledges and agrees to this clause as being fair and reasonable in respect of any limit or liability and agrees to such a limit in respect of any claim accordingly;
 - (b) The Company will not be held liable for any loss or damage incurred due to a Force Majeure;
 - (c) Despite any other provision to the contrary, the Customer agrees that the Company total liability and the total liability of its Indemnified Officers in connection with this Agreement whether under contract or tort, will not in any circumstances exceed a sum equal to the greater of:
 - (i) \$1,000; or
 - (ii) the price of the Goods and/or Services in dispute.

13.6. If any term, condition, guarantee or warranty is implied into these terms by law, including the Australian Consumer Law, which cannot be excluded or modified, then the term, condition, guarantee or warranty shall be deemed to be included in these terms, and the exceptions and limitations in clauses 13.1 to 14.5 do not apply to such term, condition, warranty or guarantee, provided that the Company's liability for a breach of or failure to comply with any such term, condition, warranty, or guarantee (other than a guarantee under sections 51, 52 or 53 of the Australian Consumer Law) including any consequential loss which the Customer may sustain, shall be limited, at the option of the Company, to either replacing or repairing the Goods or, in the case of Services, to supplying the Services again.

14. DISPUTE RESOLUTION

- 14.1. If any dispute arises between the Customer and the Company in relation to or in connection with a sale or supply of Goods or Services by the Company to the Customer, they will use their best endeavours to resolve that dispute in a spirit of good faith and on a commercially realistic basis by mutual negotiation or by mediation prior to commencing litigation proceedings.
- 14.2. Any mediator shall be an independent person chosen by the parties or, at their request, nominated by the Victorian Bar Mediation Centre. Each party shall bear its own costs. Any mediation shall take place in Melbourne. The costs of the mediator shall be borne by the parties equally.
- 14.3. If any dispute, controversy or claim has not been resolved within 30 days after written notice from one party to the other giving details of the dispute, controversy or claim, each party will be entitled to seek relief from an appropriate court.
- 14.4. This clause 14 does not prevent either party from seeking or obtaining from a court any injunctive or other interlocutory relief which it may urgently require.

15. RESTOCKING FEE

- 15.1. **Applicability:**
- 15.2. A 25% restocking fee applies to returns or exchanges on eligible items.
- 15.3. **Eligibility**
- Items must be returned in their original condition, unopened, and within the specified return period.
- 15.4. **Exceptions**
- Custom or special-order items are not eligible for returns or exchanges, and therefore the restocking fee does not apply.
- 15.5. **Fee Calculation.**
- The restocking fee is calculated as 25% of the original purchase price of the item.
- 15.6. **Deduction:**
- The restocking fee will be deducted from the refund amount or exchange value.
- 15.7. **Customer Responsibility:**
- The customer is responsible for return shipping costs.

16. CANCELLATION FEE

- 16.1. **Applicability:** A 10% cancellation fee applies to orders cancelled outside of 24 hours from the time the order was placed.
- 16.2. **Fee Calculation:**
- The cancellation fee is calculated as 10% of the total order amount.
- 16.3. **Exceptions:**
- Orders cancelled within 24 hours of being placed are not subject to the cancellation fee.
- 16.4. **Deduction:**
- The cancellation fee will be deducted from any refund due to the customer.
- 16.5. **Notice Requirement:**
- Cancellations must be communicated in writing to the appropriate contact person.
- 16.6. **Non-Refundable Items:** Certain items may not be refundable, as stated in the product description or other terms and conditions.

17. GENERAL

- 17.1. **Non-Wavier**
- The fact that the Company fails to do, or delays in doing, something it is entitled to do under these terms, does not amount to a waiver of any right or remedy with respect to any existing or subsequent breach or default.
- 17.2. **Severability**
- If any provision of part these terms is void, voidable, illegal or unenforceable it shall be severed from these terms but without in any way affecting the effectiveness, validity, legality or enforceability of the remaining provisions of these terms.
- 17.3. **Force Majeure**
- The Company shall not be considered in default or liable if there is any failure to perform or delay in performing any of its obligations under these terms, to the extent that such failure or delay is due to an event of Force Majeure, but the Company shall use all reasonable endeavours to cure such event (if curable) and to comply with its obligations under these terms, and as soon as any such event ceases to affect the performance of its obligations under these terms the Company shall use all reasonable endeavours to resume compliance with such obligations.
- 17.4. **Governing Law**
- These terms shall be deemed to have been entered into in the State of Victoria. Any legal action arising out of, or in respect of the contract or agreement between the Company and the Customer and/or the interpretation thereof must be brought only in the State of Victoria. The parties further agree to issue any proceedings in the Melbourne registry of the appropriate Court having monetary jurisdiction over the matter.