

SILVER SERVICE CLUB PTY LTD - TERMS OF TRADE.

1. FORMATION OF SCOPE

Any quotation or work conducted by Silver Service Club Pty Ltd will be in accordance with the TERMS OF TRADE within (but not limited to) this document.

2. PRICE & VARIATIONS

- a. The contents within this document form part of Silver Service Club Pty Ltd's quotation to conduct works for the required job. Confirmation by the customer via means of an official purchase order or any form of written correspondence will hereby mean that the customer agrees to our TERMS OF TRADE.
- b. A deposit of 50% is required prior to the commencement of works (unless otherwise stated), which will reinforce the customer's agreement with our TERMS OF TRADE.
- c. The details given in this quotation are subject to any alteration or preparation to be carried out by the customer as specified within our documents.
- d. Where openings are not complete or actual measurements cannot be taken on site, the door sizes and cost given in this quotation are estimates only and are subject to revision when accurate measurements can be taken on completion of access to opening.
- e. Where doors are made to suit, floor levels, limit heights or opening sizes advised by the customer, and departure from the given sizes will be the responsibility of the customer and any costs involved in alteration of made up doors in addition to the quotation will be made payable by the customer. All manufacturing costs will be charged to the customer if cancellation or alteration is involved after manufacturing has commenced.
- f. Installation costs cover only the work specified on the quotation and do not, unless specifically stated, include rectification of existing out of square opening or removal of old doors and fittings or the like.
- g. This quotation is valid for a period of 21 days. Acceptance thereafter will be subject to price increase, if fluctuations have occurred.

3. DELAY

- a. Manufacturing of doors will not commence until accurate measurements are available and can be checked.
- b. Any time frames given for supply and installation are approximate and for guidance only. Silver Service Club Pty Ltd shall not be under any liability nor shall the customer be entitled to terminate the working agreement in the event of reasonable delay unless expressly agreed in writing.
- c. Silver Service Club Pty Ltd shall in no way be liable for delay occasioned by alterations to the contract or specifications to the goods.

4. DELIVERY

- a. Silver Service Club Pty Ltd's obligations under this contract or quotation shall be deemed to be complete when the product has been delivered into the possession of the customer or its authorised agent.
- b. Silver Service Club Pty Ltd shall be entitled to charge for and recover from the customer on demand all costs or loss occasioned by failure of the customer to

take delivery of the goods as and when agreed to. Any such costs or loss shall include (but not limited to) the cost of storage, labour, transportation and administration costs at the standard commercial rates.

5. PAYMENT

- a. Retention by the customer is not accepted by any means.
- b. Any account not paid within the time specified on the invoice or (7) days of delivery will be liable for interest at the current commercial interest rate according to legislation and such interest will be added to the account and capitalised at the end of each month and form part of the principle debt.
- c. Any account outstanding for more than sixty (60) days will be liable to meet in full Silver Service Club Pty Ltd's recovery, legal costs and/or commissions and internal fees will be added to the account and form part of the principle debt.
- d. Acceptance of goods, services or quotation is automatic acceptance of the TERMS OF TRADE.

6. TITLE , RISK & WARRANTIES

- a. The ownership of the installed product associated with the quotation will remain the property of Silver Service Club Pty Ltd and will not pass over to the customer until payment in full of the total price is received including any cost reimbursable on the account.
- b. Without prejudice to any other rights held by Silver Service Club Pty Ltd under these conditions or at law, in the event of any default in payment, Silver Service Club Pty Ltd shall have the right by its employees, servants, agents to enter without notice at any time upon any land or building upon which the installation was conducted to conduct all the necessary steps in order to take possession of the property. The customer shall be liable for any associated costs with the exercise of this right and such costs shall be payable on demand.
- c. All warranties will be deemed void if the account is not paid within the terms of payment period.
- d. Silver Service Club Pty Ltd and its installers will not be responsible for the failure, from any cause whatsoever to any masonry or rendered surfaces while drilling or fixing by cracking or collapsing, or damage to concealed electrical wiring, gas or water pipes. Reasonable care will be taken by the contractor while drilling and fixing.
- e. Where motor gear and logic controls are supplied and wired by others, damage resulting from incorrect setting of limit switches and or travel times is not covered by warranty.
- f. All installations and doors are covered by twelve (12) months or manufacturer's warranty. Warranty does not cover abuse or impact damage or loss of damage arising from improper use.
- g. All repairs covered by three (3) months warranty.

7. GOVERNING LAW

This document shall be read in conjunction with local, state and national laws.