

TERMS AND CONDITIONS OF TRADE

DEFINITIONS:

Company means Bird Proofing Australia Pty Ltd ABN 366 095 719 40

Purchaser means the person/entity that orders/purchases goods and/or services from Bird Proofing Australia

1. **This price quotation** is made subject to dimensions found on site remaining constant or being changed in accordance with suitability for gate installation as specifically directed by the Company. The Company shall be entitled to a reasonable additional price in respect of any extra costs incurred by us if the products supplied need to be modified and further installation work arises as a result of your failure to supply correct or complete information.
2. **Acceptance of offer** remains available for 30 days from the date stated on the front side of this quotation sheet. An acceptance received by the Company after a period of 30 days from the said date is subject to the right of the Company to alter the terms offered, including a revision of the quotation price.
3. **Your obligation** is to ensure The Company has clear unencumbered access to the site at the times agreed or as reasonably required by us. Any quotation for installation work is based on information supplied by you and you should take care the Company is fully aware of the conditions we can expect on site. The Company will be entitled to a reasonable additional price in respect of any extra costs incurred by us as a result of your
 - (a) variation or suspension of the work
 - (b) failing to supply accurate or complete information about the site
 - (c) lack of instructions
 - (d) failure to prepare the site or provide access to the site at reasonable times
4. **Payment** in full must be made as per payment terms stated on the invoice. Retention of any monies owing to the Company or alternative conditions of payment will not be recognised unless specifically stated in writing by the Company.
5. **Property of the goods** specified on this quotation sheet shall not pass to the purchaser until the purchaser has paid to the Company the total amount specified and/or operator costs. It is further acknowledged that it is the intention of the Company and the purchaser that the specified goods installed by the Company shall not become fixtures until such time as payment in full has been made by the purchaser.
6. **Purchaser** is responsible for compliance with property boundaries.
7. **Outdoor installations** will be subject to climatic conditions.
8. **Safe supply of electricity** - Where required you are responsible for the provision of a safe supply of electricity to adjacent points prior to any installation work we carry out on bird proofing.
9. **All reasonable care** will be taken by the Company during the installation of the goods purchased but **no liability** shall attach to the Company for any damage occasioned by any means whatsoever to electrical wiring, plumbing, or any surfaces.
10. **Irrevocable licence to remove.** If payment in full is not made by the purchaser within the stipulated time, the Company is hereby granted by the purchaser irrevocable licence to enter onto the premises on which the specified goods are installed, for the purpose of repossessing and removing the same (in which the property remains in the Company pursuant to Clause 5 above) and the Company shall not be liable for any loss or damage whatsoever incurred as a result of such repossession and removal unless caused by negligence by the Company or its agents. The right of the company to lawfully remove from the said premises the specified goods on the terms stipulated shall operate as an encumbrance on the specified goods until payment has been made in full by the purchaser and property has thereby passed to the purchaser pursuant to Clause 5 above.
11. **Warranty.** The products provided/installed by the Company shall be covered by the warranty or warranties as specified in writing by the product manufacturer. The company shall not be held liable for these warranties or any claims made on products not manufactured by the company. Any products manufactured by the company shall be covered for a period of 12 calendar months from the date of installation (unless stated otherwise in writing), except when such fault or failure is due to or contributed to by vermin, fire, tempest, acts of God or any intentional, reckless or negligent acts or omissions on the part of the purchaser or of any person using or interfering with the said goods or equipment in any manner whatsoever and whether with or without the consent of the purchaser. Pursuant to this warranty, the Company agrees to replace or repair for the said period of 12 (twelve) calendar months from the date of installation all or any parts of the specified goods or associated equipment which may be found to be defective through fault or failure provided that it shall be at the absolute discretion of the Company as to whether all or any of the parts should be replaced or whether they should be repaired. Service or repair to goods deemed under warranty will only be carried out between 8.30am and 4.00pm Monday to Friday (excluding Public Holidays). Any service/repair work required outside the above hours will incur a charge relevant to our after hours callout rate. This agreement does not operate to detract from any remedy or warranty provided by the *Sale of Goods Act (Qld)*, *Fair Trading Act (Qld)* or *Trade Practices Act (Cth)*.
12. **The Company** to the extent permissible by statute, disclaims any liability of whatsoever nature in respect of any claim or the demand for loss or damage which arises out of evidence of unauthorised repairs, door or gate not in safe and correct working order and condition, radio (including citizen band transmission) or any electrical interference, consumable items including globes, batteries and fuses and normal wear and tear to the product or any cost relating to damage resulting from wear and tear. The company disclaims any liability for the installation of a residential operator in a commercial or industrial situation or a non-single residential dwelling.
13. **Order Variations & Cancellations.** Alternations by the Purchaser will not be accepted on completed orders, or those within the production process. Deferred orders may incur a warehousing fee determined by the Company. Any variations to orders must be in writing and posted or faxed to the Company by the purchaser within the appropriate time frame to effect such variations
14. **Insurance** - The Company is under no obligation to insure the goods after they have left its place of business, after which the goods will be at the purchaser's risk.
15. **Returns** - It is the responsibility of the Purchaser to satisfy himself that the goods supplied are of the quality, description and character ordered. Notification of claims must be received in writing from the Purchaser within seven (7) days from delivery and must contain the product description, invoice number and any relevant details to substantiate the claim. The company will not accept returned goods unless such return is authorized by the Company.
16. **Stand down** - if bird proofing work has to cease due to any reasons brought about by the purchaser, there will be fees charged by bird proofing Australia including labour, hire, travel and accommodation expenses etc.

DISCLAIMER: Subject to specific warranties as set out by the Company and in conjunction with these Terms and Conditions of trade, The company shall neither be subject to nor incur, and the Purchaser releases the Company from, any claim or liability (including consequential loss or damage, loss of use or profit) by reason of delay, defective or faulty components or materials or workmanship, negligence or any act, matter or thing done, admitted or omitted by the Company or the unsuitability of the product for the Purchaser's purpose and the Purchaser acknowledges that he did not rely on the skill or judgement of the Company in selecting and ordering the product for the purpose for which the same was required by the Purchaser.