

TERMS AND CONDITIONS

1 DICTIONARY

Agreement means the cover page, these terms and conditions and the credit application (where applicable).

Seller means Danmar Timber Garage Doors.

Buyer means the purchaser of the product manufactured or services rendered by Danmar Timber Garage Doors.

Payment Schedule means the amounts agreed to on the quotation or otherwise agreed to in writing.

Product means the products and/or services to be supplied by Danmar Timber Garage Doors described on the quotation.

2 THE PRODUCT

Danmar Timber Garage Doors agrees to provide the product and the buyer must pay the total contract price for the product.

3 TERMS AND CONDITIONS

This agreement constitutes the whole agreement between the parties. No other terms and conditions in any other document or any other written or oral representations bind the parties.

4 PAYMENT BY THE BUYER

The buyer must pay the total contract price plus the GST in the manner set out in the payment schedule. Danmar Timber Garage Doors must send the buyer an invoice for the balance of the total contract price on delivery of the product and the buyer must pay the amount in accordance.

5 TIME FOR DELIVERY OR INSTALLATION

Any dates given by Danmar Timber Garage Doors for delivery or installation are estimates only. If Danmar Timber Garage Doors is unable to deliver or install by the given date, Danmar Timber Garage Doors is not liable for any loss or damage arising out of the delay.

6 RETURNS AND REPAIRS

This clause operates without prejudice to any other clause in this agreement, and in addition to any warranties provided in Clause 10.

6.1 Buyer may notify defects

If the buyer regards the product as defective, the buyer may make a complaint:

- (a) by notifying Danmar Timber Garage Doors in writing no later than 7 days after delivery or installation of the product, and
- (b) providing the original of this agreement to Danmar Timber Garage Doors and
- (c) providing proof of purchase by attaching an invoice

6.2 Danmar Timber Garage Doors may repair defects

Danmar Timber Garage Doors must examine the notified defects within 30 days from the date of receipt of the complaint. If Danmar Timber Garage Doors confirms that the product is defective, then Danmar Timber Garage Doors may repair the product or, at its discretion, replace any defective product or parts thereof for a period of one year from the date of invoice. The buyer must pay for any service call made by Danmar Timber Garage Doors when, in the reasonable opinion of Danmar Timber Garage Doors, the call is made for the purpose of adjustment and not for the purpose of repairing the defect.

7 PASSING OF RISK

- 7.1 Risk in the product passes to the buyer on delivery to the site, or to a nominated carrier for transportation to the site, or to a place or site nominated by the buyer or at the buyer's discretion, and
- 7.2 Risk in the product passes to the buyer whether or not the buyer is present at the time of delivery to sign a receipt for the product, and
- 7.3 It is the buyer's responsibility to ensure products are safely secured on his premises while awaiting installation by the Danmar Timber Garage Doors installation team.

8 SAFE SITE

The buyer must ensure that the area required by Danmar Timber Garage Doors for installation work is clear of obstructions and is in a safe and secure condition for the performance of the work.

9 CUSTOM MADE UNITS

If the buyer provides Danmar Timber Garage Doors with details and measurements of floor levels, heights and openings and does not require Danmar Timber Garage Doors to inspect the site and verify the measurements, then any error does not entitle the buyer to reject the product.

10 DAMAGE TO WORK OR PROPERTY

10.1. Danmar Timber Garage Doors' responsibility for damage

Danmar Timber Garage Doors must make good any loss or damage to the product or property of the buyer caused by Danmar Timber Garage Doors or Danmar Timber Garage Doors employees, agents or subcontractors.

10.2 General Exceptions

The buyer releases Danmar Timber Garage Doors from any claim or liability, including consequential loss or damage and loss of use and loss of profit, which is the result of delay, defective or faulty materials or workmanship,

negligence or any act or omission by Danmar Timber Garage Doors.

10.3 Specific exceptions

Danmar Timber Garage Doors is not liable for any loss or damage caused directly or indirectly by:

- (a) operating a product by any device, electronic or otherwise, which was not supplied or installed by Danmar Timber Garage Doors
- (b) any masonry, rendered or other surfaces cracking or collapsing during or after the installation of the product
- (c) any defect or deterioration of timber, including drying out after installation of the product
- (d) any weakening or collapse of the structure to which the product is affixed occurring at any time after installation
- (e) any damage to or deterioration in the condition of the product occurring after delivery and before installation.

11 CLEANING UP

If the product includes installation, Danmar Timber Garage Doors must remove from the site all plant and equipment and all rubbish and surplus material relating to the installation. All demolished and surplus material is the property of Danmar Timber Garage Doors unless otherwise specified on the cover page.

12 TITLE

Title in the product shall pass to the buyer upon payment for the product in full.

13 WARRANTY

Subject to the statutory warranties Danmar Timber Garage Doors warrants that new product will be free from defects in materials and workmanship, from the date of purchase, for periods as specified.

STRUCTURAL: Danmar warrants that your door will be free from all structural defects, as specified for the selected timber grade, for a period of 3 years. Natural features contained within the timber are not accepted as defects.

INSTALLATION: Refer to Clause 14.c below.

14 CONDITIONS OF WARRANTY

- (a) **Correct Use:** The warranties only apply to a unit used by the buyer correctly and reasonably and the product is maintained and serviced by the buyer as recommended by Danmar Timber Garage Doors.
- (b) **Follow Instructions:** The warranties only apply if the buyer observes instructions or directions provided with the product.
- (c) **Installation by Danmar Timber Garage Doors:** The warranties cover, for a period of 12 months, defects in or malfunction of the product resulting from faulty installation of the product by Danmar Timber Garage Doors. Danmar Timber Garage Doors does not warrant product faults caused as a result of installation carried out by another contractor.
- (d) **Reasonable Repairs:** The warranties only cover repairs in a manner Danmar Timber Garage Doors considers reasonable including, if necessary, the touch-up of surface coatings.
- (e) **Proven Defects:** The warranties only apply to repairs of proven defects in materials and workmanship.
- (f) **Proof of Purchase date:** The buyer must establish to the reasonable satisfaction of Danmar Timber Garage Doors or such distributor, the date of purchase or installation (as the case may be).
- (g) **Environmental Conditions:** The warranties do not cover damage to the surface coatings or the base materials of the unit caused by proximity to the seafloor, or similar corrosive conditions.
- (h) **Events Beyond the Control of Danmar Timber Garage Doors:** The warranties do not cover defects in or malfunction of a product due to an event or acts beyond the control of Danmar Timber Garage Doors.
- (i) **Model Modifications:** The warranties do not require Danmar Timber Garage Doors to incorporate any modifications made to existing or future models of the product in products sold under these warranties.
- (j) **Labour and Materials:** The warranty covers the cost of both the faulty component(s) and the labour involved in replacing/repairing the faulty component(s) but not travel expenses where the product is installed outside the metropolitan area.

15 LIMITATION OF DANMAR TIMBER GARAGE DOORS OBLIGATIONS

Danmar Timber Garage Doors obligations under these warranties are limited to those contained in this Clause 16.

16 APPLICATION OF WARRANTIES

The warranties above or any terms and conditions of this agreement shall only be applied to the extent permitted by the provisions of the Trade Practices Act 1974, or any terms and conditions or warranties expressed or implied by any relevant state act or territorial ordinance or by the general law.

17 JURISDICTION

The agreement for the supply of the product by Danmar Timber Garage Doors to the buyer shall be governed by the law of the state or territory in which Danmar Timber Garage Doors accepts the buyers order and Danmar Timber Garage Doors and the buyer submit to the jurisdiction of the courts of that state or territory.